



Vision

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

WE TAKE PRIDE IN OUR GREAT COMMUNITY

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

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

TUESDAY, JANUARY 3, 2023

6:30 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. PRESENTATION

- Proposed Ordinance Amending Bettendorf City Code Title 8, Chapter 2 entitled “Sewer Use and Service” – Public Works Director Brian Schmidt

II. CONSENT AGENDA ITEMS

- Resolution approving a site development plan for Lots 2 and 3, of Pearce Subdivision, submitted by Scott Pearce/ Blue Water Group (Case 22-075) – Community Development Director Mark Hunt **(See Consent I)**
- Resolution approving a site development for 2306 56th Avenue West, submitted by Steve Geifman (Case 22-095) – Community Development Director Mark Hunt **(See Consent J)**

III. REMAINING CONSENT AGENDA ITEMS

IV. OPERATIONAL ITEMS

V. ITEMS ADDED BY MAYOR AND COUNCIL

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

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

**TUESDAY, JANUARY 3, 2023
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 Chaplain and Reverend of Lourdes Catholic Church, Father Jason Crossen
- 4. PROCLAMATION** – Martin Luther King Day, January 16, 2023
- 5. PROCLAMATION** – Human Trafficking Awareness Month, January 2023
- 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 amending Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations of the Bettendorf City Code with amendments
- 8. ORDINANCE**

Council Member Adamson to present the first reading of an ordinance amending Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations of the Bettendorf City Code with amendments
- 9. PUBLIC HEARING**

Regarding amending Title 10 Building and Development, Chapter 6 Plumbing Codes and Regulations of the Bettendorf City Code with amendments
- 10. ORDINANCE**

Council Member Adamson to present the first reading of an ordinance amending Title 10 Building and Development, Chapter 6 Plumbing Codes and Regulations of the Bettendorf City Code with amendments

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 (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.

11. ORDINANCE

Council Member Sechser to present the second 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 16th Street and Brown Street

12. ORDINANCE

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

13. ORDINANCE

Council Member Connors to present the third and final 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

14. ORDINANCE

Council Member Naumann to present the third and final 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

15. ORDINANCE

Council Member Brown to present the third and final 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

16. CONSENT AGENDA

17. ADJOURN

**CONSENT AGENDA
JANUARY 3, 2023**

**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 December 19 and 20, 2022 (Approve and Adopt)
- B. Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement for \$13,280,000 General Obligation Bonds, Series 2023A. (Approve and Adopt)
- C. Resolution directing staff to publish notice indicating the Council's intent to fill the vacant 5th Ward seat by appointment. (Approve and Adopt)
- D. Resolution awarding a contract for a computer aided dispatching/automatic vehicle located (CAD/AVL) system to ETA Systems, Inc. for our transit buses. (Approve and Adopt)
- E. Resolution accepting improvements for the Stafford Creek Storm Sewer Repairs Project. (Approve and Adopt)
- F. Resolution accepting improvements for the Kynnelworth Drive Reconstruction Project. (Approve and Adopt)
- G. Resolution accepting improvements for the 2022 Sidewalk Repair Program. (Approve and Adopt)
- H. Resolution accepting improvements for the Tanglewood Road Reconstruction Project from Devils Glen Road to Silver Oaks Lane. (Approve and Adopt)
- I. Resolution approving a site development plan for Lots 2 and 3 of Pearce Subdivision, submitted by Scott Pearce/Blue Water Group (Case 22-075). (Approve and Adopt)
- J. Resolution approving a site development plan for 2306 56th Avenue West, submitted by Steve Geifman (Case 22-095). (Approve and Adopt)
- K. Resolution approving Sundholm 2nd Addition (replat of Sundholm First Addition), submitted by Sundholm Living Trust/ Pat Sundholm (Case 22-094). (Approve and Adopt)
- L. Resolution approving the final plat for Pearce Subdivision, submitted by Scott Pearce/ Blue Water Group (Case 22-096). (Approve and Adopt)
- M. Resolution approving the appointment of Cory H. Satterfield, PE, SE, LEED AP to the Bettendorf Planning and Zoning Commission
- N. Resolution authorizing Fire Department Administration to submit a SAFER Grant Application for six new fire personnel. (Approve and Adopt)

- O. Resolution approving the recruitment process for an HR Generalist for the Human Resources Department. (Approve and Adopt)
- P. Resolution approving the recruitment process and job description for an Administrative Assistant for the Human Resources Department. (Approve and Adopt)
- Q. Resolution approving liquor license renewals and requests for D'Lua Fusion Cuisine & Bar; Nerdspeak Brewery; State Food Mart; The Vintage Pop-Up Wine Bar; and Swirl. (Approve and Adopt)
- R. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



Office of the Mayor

Proclamation

WHEREAS, *Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and*

WHEREAS, *Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and*

WHEREAS, *the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a National Day of Volunteer Service, and charged the AmeriCorps with leading this effort; and*

WHEREAS, *the King Day of Service is the only federal holiday commemorated as a National Day of Service and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year.*

WHEREAS, *service projects are being organized by a wide range of nonprofit and community organizations, educational institutions, public agencies, private businesses, and other organizations across the nation to meet important community needs.*

NOW, THEREFORE, I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby proclaim **January 16, 2023**, as:

"MARTIN LUTHER KING JR. DAY OF SERVICE"

in the Bettendorf community and calls upon its citizens to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Jr. Day and throughout the year.

DATED this 3rd day of January 2023

Mayor Robert S. Gallagher



Office of the Mayor
Proclamation

- WHEREAS,** *the United States was founded upon the principle that all people are created with the unalienable right to freedom, and added the 13th Amendment to the Constitution making slavery illegal; and*
- WHEREAS,** *human trafficking is modern-day slavery, claiming millions of victims worldwide, and found in the United States most often in the form of sexual exploitation, forced labor, involuntary servitude, and debt bondage; and*
- WHEREAS,** *this horrific crime, which denies human dignity and freedom, and fuels organized crime, exists in our nation, state, and our very own community; and*
- WHEREAS,** *even though awareness of this crime is growing, human trafficking continues to go unreported due to its isolating nature, the misunderstanding of its definition, and the lack of awareness about its indicators; and*
- WHEREAS,** *increased community education on how to identify victims of human trafficking along with increased knowledge of local resources and services for those affected by these criminal actions can help restore freedom and dignity to identified survivors, as well as help diminish the number of future victims; and*
- WHEREAS,** *fighting human trafficking is a shared responsibility, the efforts by our local community to promote the yearly observance of Human Trafficking Awareness Month in January enacts one of the examples of the continuous commitment in the United States and the State of Iowa to increase awareness of and to actively eradicate human trafficking; and*
- WHEREAS,** *the City of Bettendorf joins Braking Traffik, a program of Family Resources, in their dedication to providing community outreach and education, legislative advocacy, and comprehensive services to survivors of human trafficking.*

NOW, THEREFORE, I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby proclaim the **month of January 2023** as:

“HUMAN TRAFFICKING AWARENESS MONTH”

and urge all citizens to join in this observance, be vigilant, and if you see something that doesn’t look right, take action and call the National Human Trafficking Hotline at 1-888-373-7888.

DATED this 3rd day of January 2023

Mayor Robert S. Gallagher



MEETING DATE: December 20, 2022 (SPH)
January 3, 2023 (HPH)

COUNCIL LETTER

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution setting a date for public hearing on an ordinance amending Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations of the City Code with amendments. (12/20/22)

Ordinance amending Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations of the City Code with amendments. (1/3/23)

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

Every three years, the international and uniform code authority groups compile and publish new code books. These groups have participated in and accepted the 2021 version of the International Mechanical Code as a model.

The update and use of the international and uniform codes directly conforms to our vision of being a premier city in which to live by using current building and trade codes which protect and enhance our mission of recognizing the value citizens place on safety.

The code sections related to building and trade code regulations in Title 10 have been or will be reorganized to simplify the layout so that the formatting is uniform. Some of the items in our older adopted codes are now defined and/or addressed individually by the corresponding code books.

The Mechanical Board made a recommendation to adopt the 2021 version of the International Mechanical Code with amendments at their October 24, 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; (A) Current Ordinance.

RESOLUTION NO. ____ - 22

RESOLUTION SETTING A DATE FOR PUBLIC HEARING
ON AN ORDINANCE AMENDING TITLE 10 BUILDING AND DEVELOPMENT
CHAPTER 5 MECHANICAL CODES AND REGULATIONS
OF THE CITY CODE WITH AMENDMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for January 3, 2023 at 7:00 p.m., City Hall Council Chambers, 1609 State Street on the matter of an ordinance amending Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations of the City Code of the city of Bettendorf with amendments.

PASSED, APPROVED, AND ADOPTED this 20th day December, 2022.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ORDINANCE NO. _____ - 23

ORDINANCE AMENDING TITLE 10 BUILDING AND DEVELOPMENT
CHAPTER 5 MECHANICAL CODES AND REGULATIONS
OF THE CITY CODE OF THE CITY OF BETTENDORF

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

Section One. Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations of the City Code of the city of Bettendorf is hereby deleted and the following substituted therefor:

TITLE 10 BUILDING AND DEVELOPMENT
CHAPTER 5 MECHANICAL CODES AND REGULATIONS

10-5-1: Codes Adopted

10-5-2: Effective Date of Adoption; Impact on Buildings

10-5-3: Amendments to Mechanical Code

10-5-4: Fees Established; Payment Prerequisite to Issuance of Permit

Chapter 61 State Mechanical Code

10-5-1: CODES ADOPTED:

- A. Adoption. Pursuant to published notice and public hearing as required by law, the International Mechanical Code 2021 is hereby adopted as follows:

As adopted and amended by the State of Iowa Administrative Code 641 Chapter 61, subject to the amendments and adoptions by the State of Iowa Department of Public Health.

(<https://www.legis.iowa.gov/docs/iac/chapter/641.61.pdf>)

- B. Official Copy. An official copy of the International Mechanical Code 2021 is on file in the Community Development Department Office for public inspection, and copies thereof are for sale to the public for the current retail price.
- C. More Restrictive Requirements. If any conflict exists between the adopted International Codes, Uniform Codes, National Codes, and other City ordinances, the more restrictive code requirement applies.

10-5-2: EFFECTIVE DATE OF ADOPTION; IMPACT ON BUILDINGS:

All mechanical work is required to comply with the code in force at the time the mechanical permit is issued. The City retains the right to prosecute owners of mechanical work for code violations under the applicable code, even if such codes are amended or replaced by newer versions.

10-5-3. AMENDMENTS TO MECHANICAL CODE:

- A. AMENDMENTS: The following amendments, modifications, additions, and deletions are hereby made to the International Mechanical Code 2021:

Section 101.1. "City of Bettendorf" is inserted as the [name of jurisdiction.]

(Add new section)

Section 102.4.1. Minor installations by property owners. The following minor installations, alterations, or repairs may be conducted by an unlicensed property owner who lives in the house in a residential application:

1. Ductwork
2. Bathroom Venting

Sections 103 through Sections 115:

(Adopt these sections with amendments as listed)

Section 103:

Replace CODE COMPLIANCE AGENCY with "COMMUNITY DEVELOPMENT DEPARTMENT".

(Add new section)

Section 104.9. Licensing. Provisions for licensing and permitting shall be determined by the Iowa Department of Public Health.

(Add new section)

Section 109.7 Fee schedule. See Table located in Title 10, Chapter 5, Article 4 of the Bettendorf City Code.

Section 114.1 General.

Amend first sentence to add "Mechanical" before Board of Appeals.

Section 114.3 Qualifications.

Delete section in its entirety.

10-5-4: FEES ESTABLISHED; PAYMENT PREREQUISITE TO ISSUANCE OF PERMIT:

- A. **Fees Imposed.** Before a permit is issued, a fee shall be paid to the Building Inspection Services Office. Fees will be based on the value of the job at the following rates:

\$0.00 – \$2,000.00	\$24.50
\$2,001.00 to, and including, \$250,000.00	\$24.50 plus 1.5 percent of the balance rounded to the nearest hundred
\$250,001.00 and over	\$3,750.00 plus 1 percent of the balance rounded to the nearest hundred
Re-inspection	\$45.00 per hour
Inspection after hours	\$46.50 per hour, 2 hour minimum

- B. **Refunding.** The authority having jurisdiction may authorize the refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code. Permit fees of fifty dollars (\$50.00) or less will not be refunded.

The authority having jurisdiction shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

Section Two. Full Force and Effect. This ordinance shall be in full force and effect as of 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 _____, 2023.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ATTACHMENT A
CURRENT MECHANICAL CODE AND REGULATIONS

CHAPTER 5
MECHANICAL CODES AND REGULATIONS

SECTION:

10-5-1: Codes Adopted; Amendments

10-5-2: Mechanical Equipment Defined

10-5-3: Enforcement Official

10-5-4: Installations; Permit; Inspection

10-5-5: Fees Established; Payment Prerequisite To Issuance Of Permit

10-5-6: Mechanical Contractors

10-5-1: CODES ADOPTED; AMENDMENTS:

A. Adoption: Pursuant to published notice and public hearing as required by law, the International Mechanical Code 2015 with all references, appendices and all revisions as promulgated by the International Code Council, and the International Fuel Gas Code 2015, are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. In the event a provision of this Code shall specifically conflict with the provisions of the 2015 International Mechanical Code, the provisions of this Code shall govern. One official copy of said codes shall be on file in the Office of the City Clerk for public inspection.

B. Amendments, Modifications, And Deletions:

Delete 109.2 in its entirety.

Delete 109.3 in its entirety.

(Ord. 28-17, 8-1-2017)

10-5-2: MECHANICAL EQUIPMENT DEFINED:

The term "mechanical equipment" as used in this chapter means heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. (Ord. 28-17, 8-1-2017)

10-5-3: ENFORCEMENT OFFICIAL:

The mechanical inspector shall administer and enforce the requirements of this chapter. (Ord. 28-17, 8-1-2017)

10-5-4: INSTALLATIONS; PERMIT; INSPECTION:

A. Permit Required: Mechanical equipment as set forth under section 10-5-2 of this chapter shall not be installed or altered except upon a permit issued by the building inspector, who shall issue permits for the installation and alteration of mechanical equipment where application is made in accordance with the terms of this chapter.

B. Installations By Homeowner: Installation of ductwork and/or mechanical equipment by the homeowner of a single-family dwelling who resides in that dwelling is permitted. Such person shall apply for a permit prior to the installation, describe the work to be done, and satisfy the mechanical inspector as to his ability to competently perform the work described. The mechanical inspector shall have full authority to determine the applicant's capability based upon the above information which shall become a permanent part of the inspector's files.

C. Inspection: The permit holder shall call for inspection when rough-in work is finished. If, upon inspection, violations of this Code are found, such work must be completed by a mechanical contractor, bonded and licensed in the City. If the work passes inspection, the permit holder may continue. When the work is completed, he must call for a final inspection.

D. Payment Of Fees: All applicable inspection fees and permit fees must be paid. (Ord. 28-17, 8-1-2017)

10-5-5: FEES ESTABLISHED; PAYMENT PREREQUISITE TO ISSUANCE OF PERMIT:

A. Fees Imposed: Before a permit is issued, a fee shall be paid to the Building Inspection Services Office. Fees will be based on the value of the job at the following rate:

\$0.00 – \$2,000.00	\$24.50
\$2,001.00 to, and including, \$250,000.00	\$24.50 plus 1.5 percent of the balance rounded to the nearest hundred
\$250,001.00 and over	\$3,750.00 plus 1 percent of the balance rounded to the nearest hundred
Reinspection	\$45.00 per hour
Inspection after hours	\$46.50 per hour, 2 hour minimum

B. Refunding:

1. The authority having jurisdiction may authorize the refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code. Permit fees will not be refunded if fifty dollars (\$50.00) or less.

2. The authority having jurisdiction shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment. (Ord. 28-17, 8-1-2017)

10-5-6: MECHANICAL CONTRACTORS:

A. Definition: The term "mechanical contracting" shall be defined as the business of performing the planning and supervision of mechanical work regulated by the Mechanical Code, or contracting to perform such services, whether such work be within or without a building or structure.

B. License Required: No person, firm or corporation shall engage in mechanical contracting in the City without having a valid mechanical contractor's license issued by the Iowa Department of Public Health. (Ord. 28-17, 8-1-2017)



MEETING DATE: December 20, 2022 (SPH)
January 3, 2023 (HPH)

COUNCIL LETTER

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution setting a date for public hearing on an ordinance amending Title 10 Building and Development, Chapter 6 Plumbing Codes and Regulations of the City Code with amendments. (12/20/22)

Ordinance amending Title 10 Building and Development, Chapter 6 Plumbing Codes and Regulations of the City Code with amendments. (1/3/23)

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

Every three years, the international and uniform code authority groups compile and publish new code books. These groups have participated in and accepted the 2021 version of the International Plumbing Code as a model.

The update and use of the international and uniform codes directly conforms to our vision of being a premier city in which to live by using current building and trade codes which protect and enhance our mission of recognizing the value citizens place on safety.

The code sections related to building and trade code regulations in Title 10 have been or will be reorganized to simplify the layout so that the formatting is uniform. Some of the items in our older adopted codes are now defined and/or addressed individually by the corresponding code books.

The Plumbing Board made a recommendation to adopt the 2021 version of the International Plumbing Code with amendments at their November 1, 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; (A) Current Ordinance.

RESOLUTION NO. ____ - 22

RESOLUTION SETTING A DATE FOR PUBLIC HEARING
ON AN ORDINANCE AMENDING TITLE 10 BUILDING AND DEVELOPMENT
CHAPTER 6 PLUMBING CODES AND REGULATIONS
OF THE CITY CODE WITH AMENDMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for January 3, 2023 at 7:00 p.m., City Hall Council Chambers, 1609 State Street on the matter of an ordinance amending Title 10 Building and Development, Chapter 6 Plumbing Codes and Regulations of the City Code of the city of Bettendorf with amendments.

PASSED, APPROVED, AND ADOPTED this 20th day December, 2022.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ORDINANCE NO. _____ - 23

ORDINANCE AMENDING TITLE 10 BUILDING AND DEVELOPMENT
CHAPTER 6 PLUMBING CODES AND REGULATIONS
OF THE CITY CODE OF THE CITY OF BETTENDORF

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

Section One. Title 10 Building and Development, Chapter 6 Plumbing Codes and Regulations of the City Code of the city of Bettendorf is hereby deleted and the following substituted therefor:

TITLE 10 BUILDING AND DEVELOPMENT
CHAPTER 6 PLUMBING CODES AND REGULATIONS

SECTION

- 10-6-1 Codes Adopted
 - 10-6-2 Effective Date of Adoption; Impact on Buildings
 - 10-6-3 Amendments to Uniform Plumbing Code
 - 10-6-4 Fees Established; Payment Prerequisite to Issuance of Permit
- Chapter 25 State Plumbing Code

10-6-1: CODES ADOPTED:

- A. Adoption. Pursuant to published notice and public hearing, as required by law, the Uniform Plumbing Code 2021 is hereby adopted as follows:

As adopted and amended by the State of Iowa Administrative Code 641 Chapter 25, subject to the amendments and adoptions by the State of Iowa Department of Public Health.

(<https://www.legis.iowa.gov/docs/iac/chapter/641.25.pdf>)

- B. Official Copy. An official copy of the Uniform Plumbing Code 2021 is on file in the Community Development Department Office for public inspection, and copies thereof are for sale to the public at the current retail price.
- C. More Restrictive Requirements. If any conflict exists between the adopted International Codes, Uniform Codes, National Codes, and other City ordinances, the more restrictive code requirement applies.

10-6-2: EFFECTIVE DATE OF ADOPTION; IMPACT ON BUILDINGS:

All plumbing work is required to comply with the code in force at the time the plumbing permit is issued. The City may prosecute owners of plumbing work for code violations under the applicable code, even if such codes are amended or replaced by newer versions.

10-6-3: AMENDMENTS TO UNIFORM PLUMBING CODE:

The following amendments, modifications, additions, and deletions to the Uniform Plumbing Code 2021, are hereby made:

Section 102.1 Conflicts Between Codes.

Delete section in its entirety.

Add new section:

Section 102.4.3 Minor Installations by Property Owners. The following minor installations, alterations, or repairs can be conducted by an unlicensed property owner who lives at the house in a residential application:

- (1) Water lines within a one- or two-family dwelling
- (2) Repair or replacement of faucets and valves
- (3) Cleaning of clogged drain lines or floor drains
- (4) Installation of shower water lines
- (5) Toilet repairs and placement

Adopt the following sections with amendments as listed:

Section 103 through Section 107

Section 103.3.1 Licensing.

Delete "Provisions for licensing shall be determined by the Authority Having Jurisdiction" and substitute the following therefor: "Provisions for licensing and permitting shall be determined by the Iowa Department of Public Health".

Section 104.3.2 Plan Review Fees.

Delete section in its entirety.

Section 104.5 Fees.

Delete "Fee Schedule, Table 104.5" and substitute the following therefor: "See Title 10, Chapter 6, Article 4 of the Bettendorf City Code".

Table 104.5 Plumbing Permit Fees.

Delete table in its entirety.

Section 104.5.3 Fee Refunds.

Delete section in its entirety and substitute the following therefor:

See Title 10, Chapter 6, Article 4 of the Bettendorf City Code for refund policies.

Section 209.0 Gravity Grease Interceptor.

Delete "300 gallons" and substitute the following therefor: "750 gallons".

Section 218 Private Sewage Disposal System.

Delete "under the procedures set forth elsewhere in this code" and substitute the following therefor: "by Scott County Health Department."

Section 301.2 Minimum Standards.

Add the following exception:

Exception 1: ABS and PB pipe shall not be allowed for any use under this code.

Section 312.6 Freezing Protection.

Add the following to the end of section:

"All underground piping shall have a minimum of 48 inches of earth coverage."

Add new section:

Section 312.6.1 Protection from Property Line.

All underground piping shall maintain a minimum 48-inch clearance to property lines.

Add new section:

Section 715.4 Broken Sewer Line; Property Owner to Repair.

It shall be the duty of any property owner to repair a broken building sewer lateral up to and including the tap to or intersecting fitting.

Add new section:

Section 715.4.1 Bituminized Fiber Pipe (Commonly Called Orangeburg Pipe)

It shall be unlawful for any person or firm to attempt a repair of a bituminized fiber pipe lateral. Such lateral shall be removed in its entirety and replaced by approved materials found in section [8-2A-9](#) of the City Code. In lieu of removal and replacement, the lateral may be lined with a cured-in-place pipe (CIPP) liner which must also include a sewer lateral connection liner.

Section 717.1 General.

Delete section and substitute the following therefor: "No sewer lateral serving an attached or detached single-family dwelling unit shall be less than four (4) inches in diameter. No building lateral for a commercial building or a multiple dwelling shall be less than six (6) inches in diameter (see also Section 8-2A-11 of the City Code).

Section 719.1 Locations.

Delete in its entirety and substitute the following therefor:

Cleanouts shall be placed within two (2) feet of either the inside or outside of the building structure. The cleanout shall extend to a minimum of six (6) inches above finished grade. A cleanout shall be located inside the building at the connection of a PVC schedule 40 building drain.

Additional building sewer cleanouts shall be installed at intervals not to exceed seventy-five (75) feet in straight runs.

Sections 722.2 through 722.5

Delete in their entirety and add the following thereto: "Refer to Scott County Health Department."

Section 802.0 Approvals.

Delete in its entirety.

Section 906.7 Frost or Snow Closure.

In the first sentence delete "2 inches" and substitute the following therefor: "4 inches".

Appendices E, G, H, and J.

Delete in their entirety.

Appendix K. POTABLE RAINWATER CATCHMENT SYSTEMS.

Delete in its entirety and add the following thereto: "Refer to Scott County Health Department."

10-6-4: FEES ESTABLISHED; PAYMENT PREREQUISITE TO ISSUANCE OF PERMIT:

A. Fees Imposed:

Before a permit is issued, a fee shall be paid to the Building Inspection Services Office. Fees will be based on the value of the job at the following rates:

Residential	
First fixture or opening	\$16.50
Each additional opening	\$9.00
Sewer connection or repair	\$16.50
Water connection or repair	\$16.50
Water heater	\$16.50
Water softener	\$16.50
Washing machine connection	\$16.50
Dishwashing machine connection	\$16.50
Water-cooled condensing unit	\$16.50
Water piping	\$16.50
Excavation in right-of-way	\$22.00
Sewer use refund meter	\$16.50
Backflow device	\$16.50
Re-Inspection	\$45.00
Inspection outside normal business hours, 2-hour minimum	\$46.50 per hour

Industrial/Commercial	
\$500 or less in value	\$16.50
\$501 – \$4,000 in value	\$16.50 plus 2% of balance rounded to nearest hundred
\$4,001 – \$300,000 in value	\$86.50 plus 1.5% of balance rounded to nearest hundred
\$300,001 and over in value	\$4,526.50 plus 1% of balance rounded to nearest hundred
Inspection outside normal business hours, 2-hour minimum	\$46.50 per hour

- B. Refunding.** The authority having jurisdiction may authorize the refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code. Permit fees of fifty dollars (\$50.00) or less will not be refunded.

The authority having jurisdiction shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

Section Two. Full Force and Effect. This ordinance shall be in full force and effect as of 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 _____, 2023.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ATTACHMENT A
CURRENT PLUMBING CODE AND REGULATIONS

CHAPTER 6
PLUMBING CODE AND REGULATIONS

SECTION:

10-6-1: Code Adopted

10-6-2: Amendments; Plumbing Permit Fees

10-6-3: Preexisting Installations Continued; Requirements

10-6-4: Plumbing Contractors

10-6-5: Minor Installations By Property Owner; Exemptions

10-6-6: Installations Requiring Plumbing Contractor; Exemptions

10-6-1: CODE ADOPTED:

Pursuant to published notice and public hearing, as required by law, the Uniform Plumbing Code, 2015 edition, published by the International Association of Plumbing and Mechanical Officials and all revisions and references, are hereby adopted in full, except for such portions as may hereinafter be deleted, modified or amended. In the event a provision of this Code shall specifically conflict with the provisions of the 2015 Uniform Plumbing Code, the provisions of this Code shall govern. One official copy of said Code shall be on file in the Office of the City Clerk for public inspection. (Ord. 29-17, 8-1-2017)

10-6-2: AMENDMENTS; PLUMBING PERMIT FEES:

The following amendments, modifications, additions and deletions to the Uniform Plumbing Code, 2015 edition, are hereby made:

Add to section 101.4.1.1.1:

And the plumbing code board of appeals.

Delete section 101.4.1.4 in its entirety and the following substituted therefor:

Section 101.4.1.4. When the requirements within the jurisdiction of this plumbing code conflict with the requirements of the mechanical code, the more stringent shall prevail.

Delete table 1-1 in its entirety and the following substituted therefor:

TABLE 1-1: SCHEDULE OF PLUMBING PERMIT FEES

Residential	
First fixture or opening	\$16.50
Each additional opening	\$9.00
Sewer connection or repair	\$16.50
Water connection or repair	\$16.50
Water heater	\$16.50
Water softener	\$16.50
Washing machine connection	\$16.50
Dishwashing machine connection	\$16.50
Water-cooled condensing unit	\$16.50
Water piping	\$16.50
Excavation in right-of-way	\$22.00
Sewer use refund meter and remote read device	\$16.50
Backflow device	\$16.50
Re-Inspection	\$45.00
Inspection outside normal business hours, 2-hour minimum	\$46.50 per hour

Industrial/Commercial	
\$500 or less in value	\$16.50
\$501 - \$4,000 in value	\$16.50 plus 2% of balance rounded to nearest hundred
\$4,001 - \$300,000 in value	\$82.50 plus 1.5% of balance rounded to nearest hundred
\$300,001 and over in value	\$482.50 plus 1% of balance rounded to nearest hundred
Inspection outside normal business hours, 2-hour minimum	\$46.50 per hour

Add section 103.1.3 Licensing. Provision for licensing shall be determined by the Iowa Department of Public Health.

Delete section 103.4.1 in its entirety.

Delete section 103.4.2 in its entirety.

Delete section 103.4.5.2 in its entirety and the following substituted therefor:

Section 103.4.5.2. The authority having jurisdiction may authorize the refunding of not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. Permit fees will not be refunded if \$50 or less.

The authority having jurisdiction shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

Delete section 103.4.5.3 in its entirety.

Section 202.0 - Definition Of Terms.

Section 209.0 - Delete Grease Interceptor in its entirety and the following substituted therefor:

Grease Interceptor/Manhole. An interceptor of at least 750 gallon capacity to serve one (1) or more fixtures and shall be located outside the building foundation.

Section 218.0 – Delete Private Sewage Disposal System in its entirety and the following substituted therefor:

Private Sewage Disposal System. A septic tank with the effluent discharging into a subsurface disposal field, into one (1) or more seepage pits or into a combination of subsurface disposal field and seepage pit or of such other facilities as may be permitted by Scott County Health Department.

Add to section 301.1.1 Approvals as last sentence in paragraph – ABS, and PB pipe shall not be allowed for any use under this code.

Delete section 305.3 in its entirety and the following substituted therefor:

Section 305.3. Where either a public water supply or sewer system, or both, are not available, a private individual water supply or individual sewage disposal system, or both, shall be provided, and the water distribution system and drainage system shall be connected thereto. Such private systems shall meet the standards for installation and use established by the Scott County Health Department or other agency having jurisdiction.

Add section 313.6.1:

Section 313.6.1. Unless an alternate method is permitted by the authority having jurisdiction, all underground piping shall have a minimum earth coverage of 48".

Add section 313.6.1.1:

Section 313.6.1.1. All underground piping shall maintain a minimum 48" clearance to property lines.

Delete section 412.1 in its entirety and the following substituted therefor:

Section 412.1. Floor drains shall be considered plumbing fixtures and each such drain shall be provided with an approved type strainer having a waterway equivalent to the area of the tailpiece. Low floor drains in pits and overflow floor drains for sump pits are prohibited. Floor drains, floor receptors, and

shower drains shall be of an approved type, suitably flanged to provide a watertight joint in the floor.

Delete table 5-1 in its entirety.

Delete section 505.1 in its entirety and the following substituted therefor:

Section 505.1.2. Installation of gas appliances under a stairway is prohibited, when it is the sole egress from the basement unless prior approval is obtained from the authority having jurisdiction.

Delete section 601.2.3 in its entirety.

Add to section 602.2 as last sentence in paragraph – Any backflow prevention device shall be installed where there is a cross-connection possible and shall be installed by a licensed plumber.

Delete section 604.2 in its entirety and the following substituted therefor:

Section 604.2. Copper tube for water piping underground shall have a weight of not less than K; type M or L copper tubing may be used for water piping when piping is above ground.

Delete section 611.4 in its entirety.

Delete section 701.1.1 in its entirety and substitute the following therefor:

Section 701.1.1. No galvanized wrought iron, galvanized steel shall be used underground and shall be kept at least six (6) inches above ground.

Delete section 701.1.4 in its entirety.

Delete section 710.1 in its entirety and the following substituted therefor:

Section 710.1. Specifically in the Downtown Riverfront Corridor Overlay District, Drainage piping serving fixtures which have flood level rims located below the elevation of the next upstream manhole cover of the public or private sewer serving such drainage piping shall be protected from backflow of sewage by installing an approved type backwater valve when required by authority having jurisdiction.

Add section 715.4 BROKEN SEWER LINE; PROPERTY OWNER TO REPAIR

Duty to Repair: It shall be of any property owner to repair a broken building sewer lateral up to and including the tap or intersecting fitting on the sewer main.

Add section 715.4-A (1) Bituminized Fiber Pipe commonly called Orangeberg pipe.

It shall be unlawful for any person or firm to attempt repair of a bituminized fiber pipe lateral. Such lateral shall be removed in its entirety and replaced by approved materials found in section 8-2A-9 of the city code.

Delete section 717.0 in its entirety and the following substituted therefor:

Section 717.0. Building Sewers. No sewer lateral serving an attached or detached single-family dwelling unit shall be less than four (4) inches in diameter. No building lateral for a commercial building or a multiple dwelling shall be less than six (6) inches in diameter.

Delete section 719.1 in its entirety and substitute the following therefor:

Section 719.1. Cleanouts shall be placed either within two (2) feet inside or outside the building or structure. A cleanout shall be located inside building at the connection of a PVC SCH 40 building drain. Cast iron building sewer shall be of cast iron with a cleanout plug extended flush with the finished floor. When the required cleanout is located within two (2) feet of the outside of the building, the cleanout shall be extended to six (6) inches above the finished grade. Additional building sewer cleanouts shall be installed at intervals not to exceed seventy-five (75) feet in straight runs including extensions and for every aggregate change of direction of more than one-hundred-thirty-five (135) degrees.

Delete section 722.2 through 722.5 in its entirety and refer to the jurisdiction of the Scott County health department.

Delete section 802.0 in its entirety.

Delete section 906.7 in its entirety and the following substituted therefor:

Section 906.7. Frost Or Snow Closure. Where frost or snow closure is likely to occur, each vent extension through a roof shall be at least four (4) inches (101.6 mm) in diameter. The change in diameter shall be inside the building at least

one (1) foot (0.3 m) below the roof and terminate not less than ten (10) inches (254 mm) above the roof or as required by the authority having jurisdiction.

Delete appendix E in its entirety.

Delete appendix G in its entirety.

Delete appendix H in its entirety.

Delete appendix J in its entirety.

Delete appendix K in its entirety and refer to Scott County health department and its regulations.

(Ord. 29-17, 8-1-2017)

10-6-3: PREEXISTING INSTALLATIONS CONTINUED; REQUIREMENTS:

Existing plumbing installations and equipment which do not conform to this chapter or the Plumbing Code adopted in this chapter, but which were lawfully installed prior to March 1, 1977, may be continued in use if they are maintained in a safe and satisfactory condition. (Ord. 29-17, 8-1-2017)

10-6-4: PLUMBING CONTRACTORS:

A. Definition: The term "plumbing contracting" shall be defined as the business of performing the planning and supervision of work regulated by the Plumbing Code or contracting to perform such services, whether such work be within or without a building or structure.

B. License Required: No person, firm or corporation shall engage in plumbing contracting in the City without having a valid plumbing contractor's license issued by the Iowa Department of Public Health. (Ord. 29-17, 8-1-2017)

10-6-5: MINOR INSTALLATIONS BY PROPERTY OWNER; EXEMPTIONS:

The following stated minor installations, alterations or repairs conducted by an unlicensed property owner may be made:

- A. Water lines within a single- or two-family residence;
- B. Repair or replacement of faucets or valves;
- C. Cleaning clogged drain lines or floor drains;

D. Installation of shower water lines;

E. Repair of toilets. (Ord. 29-17, 8-1-2017)

10-6-6: INSTALLATIONS REQUIRING PLUMBING CONTRACTOR; EXEMPTIONS:

All plumbing installations, alterations or repairs in the City including sewer lateral installations and stormwater systems on private property shall be made by bonded and licensed plumbing contractors; except for minor installations, alterations or repairs as listed in section 10-6-5 of this chapter. (Ord. 29-17, 8-1-2017)



MEETING DATE: December 20, 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 16th Street at Brown Street.

Explanation:

The I-74 Local Roads project realigned State St. and Grant St. in the downtown area, including the construction of a non-traversable median between the new bridge and 16th St. In doing so, it eliminated the ability for traffic to head east from 15th St. and forced anyone coming from the west to head to 16th St. to utilize the traffic signal there. As a result, the intersection of 16th St. and Brown St. has become significantly more congested, especially with the Thomas Edison school located at the southwest corner of that intersection. Engineering staff in conjunction with the Police Department have reviewed this area and recommend that it become a full four-way stop by adding stop signs on 16th St. Brown St. is currently stop controlled.

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 AMENDING BETTENDORF CITY CODE SECTION 6-1-322(A)(2), "VEHICLES
ENTERING STOP INTERSECTION" BY ADDING A STOP SIGN INTERSECTION
ON 16TH STREET AT BROWN STREET

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:

16th Street at Brown Street

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 _____, 2023.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



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. ____-23

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 _____, 2023.

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. _____-23

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 _____, 2023.

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 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 _____, 2023.

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 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 _____, 2023.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

**CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES**

DECEMBER 19, 2022

The City Council of Bettendorf, Iowa met in Executive Session on December 19, 2022, at approximately 5:47 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

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

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

Mayor Gallagher explained the purpose of the Executive Session and City Administrator Decker Ploehn 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 Administrator pursuant to Iowa Code Section 21.5(1)(i). Council Member Connors made a motion as such to enter into the Executive Session. Council Member Webster 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. Mayor Gallagher and Council entered Executive Session at approximately 5:47 p.m.

After some discussion, it was decided that the Executive Session would be continued until tomorrow evening, December 20, 2022, with no action being taken at this time. Mayor Gallagher requested further information from staff before resuming Executive Session tomorrow evening. A motion was made by Council Member Adamson to continue discussion in Executive Session tomorrow evening, December 20, 2022, and seconded by Council Member Brown.

Council Member Sechser made a motion to exit Executive Session and enter back into regular session, and Council Member Connors 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. Mayor Gallagher and Council exited Executive Session and entered into regular session at approximately 6:28 p.m.

ADJOURNMENT

Council Member Naumann made a motion to adjourn, and Council Member Webster seconded the motion. The meeting was adjourned at approximately 6:28 p.m.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

**CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES**

DECEMBER 20, 2022

The City Council of Bettendorf, Iowa met in regular session on December 20, 2022, at 7:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

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

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

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

RECOGNITION

Mayor Gallagher recognized 5th Ward Alderman Scott Webster for his dedication to the citizens of Bettendorf since 2014 and gave him a glass plaque and a remembrance clock. Mayor Gallagher wished Scott well in his new position as Iowa State Senator for the 47th District. Mr. Webster was most appreciative and thanked the Mayor, Council, city staff and constituents for the privilege to serve.

On behalf of the Bettendorf Police Department Honors Committee and himself, Police Chief Keith Kimball, along with Mayor Gallagher presented each of the following Police Officers a Class II Award for Honorable Service:

Officers Dennis Tripp and Brian Hanssen, for their participation and positive outcome in an incident involving a suicidal subject on the I-74 Bridge occurring on March 14, 2022;

Officer Lance Wilden, for his participation and positive outcome in an incident involving a subject suffering a heart attack at The Tangled Wood restaurant occurring on March 19, 2022; and

Officer Neil Chapman, for his participation and positive outcome in an incident involving a drug overdose subject at LeClaire Manufacturing occurring on June 23, 2022.

The aforementioned officers' performance in the line of duty is in keeping with the finest traditions of the police profession and reflects great credit upon themselves, their shift, and the police department.

PUBLIC REQUESTS OF COUNCIL

Margarito "Skip" Saldivar of 2738 State Street addressed the Council with his questions and concerns regarding the Community Center and the Life Fitness Center. He further requested that gravel be laid down on an enter/exit roadway near Roto Rooter and In This Issue Comics. Staff indicated they believe the road in question may be a private road, however, would look into the matter.

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

PUBLIC HEARING REGARDING THE ISSUANCE OF NOT TO EXCEED \$13,500,000 GENERAL OBLIGATION BONDS (FOR ESSENTIAL CORPORATE PURPOSES)

Finance Director Jason Schadt gave an explanation of the resolution. Mayor Gallagher asked for any questions. Council Member Adamson questioned staff and Mr. Schadt responded. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had

been received on the matter. Mayor Gallagher then opened the Public Hearing. No one addressed the Council, and the Public Hearing was closed.

RESOLUTION

Council Member Naumann presented a resolution instituting proceedings to take additional action for the issuance of not to exceed \$13,500,000 General Obligation Bonds for essential corporate purposes and made a motion to approve the resolution as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed unanimously.

ORDINANCE – FIRST READING AMENDING BETTENDORF CITY CODE SECTION 6-1-322(A)(2), “VEHICLES ENTERING STOP INTERSECTION” BY ADDING A STOP SIGN INTERSECTION ON 16TH STREET AT BROWN STREET

Council Member Sechser presented 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 16th Street at Brown Street and made a motion to approve the ordinance at its first reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed unanimously.

ORDINANCE – SECOND READING 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

Council Member Connors presented the second 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 and made a motion to approve the ordinance at its second reading as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed unanimously.

ORDINANCE – SECOND READING 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

Council Member Webster presented the second 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 and made a motion to approve the ordinance at its second reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed unanimously.

ORDINANCE – SECOND READING AMENDING BETTENDORF CITY CODE SECTION 6-1-142(G), “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

Council Member Brown presented the second 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 during certain times for snow removal at the 15th Street and 18th Street public parking lots and made a motion to approve the ordinance at its second reading as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll

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

CONSENT AGENDA

Mayor Gallagher asked for a motion to approve the Consent Agenda as presented. Council Member Naumann made a motion to approve the Consent Agenda as presented, and Council Member Sechser seconded the motion. Mayor Gallagher asked Council for any questions. None presented. Roll call vote indicated Webster (nay); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed 6-1.

EXECUTIVE SESSION

Mayor Gallagher explained the purpose of the Executive Session is for the continued discussion of the annual performance evaluation of the City Administrator pursuant to Iowa Code Section 21.5(1)(i). City Administrator Decker Ploehn requested the Executive Session. Mayor Gallagher asked everyone to clear the room. Mayor and Council entered into Executive Session at approximately 7:31 p.m. to resume discussion from the previous evening at Committee of the Whole, December 19, 2022.

After discussion, Council Member Connors made a motion to exit Executive Session and enter back into regular session at approximately 8:05 pm. Council Member Webster seconded the motion. Roll call vote indicated Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (nay); Sechser (aye); and Baden (aye). The motion passed 6-1.

As a result of the Executive Session, Council Member Webster presented a resolution approving the salary increase of five percent (5%) to the City Administrator wages effective July 1, 2022. Council Member Connors seconded the motion. Roll call vote indicated Baden (aye); Sechser (aye); Naumann (aye); Connors (aye); Brown (aye); Adamson (aye); and Webster (aye). The motion passed unanimously.

ADJOURNMENT

There being no further business, Council Member Adamson made a motion to adjourn, and Council Member Webster seconded the motion. The meeting was adjourned at approximately 8:05 p.m.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

**CONSENT AGENDA
DECEMBER 20, 2022**

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

- A. Minutes from December 6, 2022 (Approve and Adopt)
- B. Resolution approving Sanitary Sewer Easement Agreement. (Approve and Adopt)
- C. Resolution accepting improvements for the FG80 Site Development Sanitary and Storm Sewer Project. (Approve and Adopt)
- D. Resolution authorizing the Director of Public Works to issue a purchase order to CDMI Concrete Contractors, Inc. for resurfacing athletic courts at McManus Park and Meier Park. (Approve and Adopt)
- E. Resolution approving and awarding the contract to hire a closing agent for the 2021 Floodplain Buyout Grant. (Approve and Adopt)
- F. Resolution setting a date for a public hearing on an ordinance amending Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations of the Bettendorf City Code with amendments. (Approve and Adopt)
- G. Resolution setting a date for a public hearing on an ordinance amending Title 10 Building and Development, Chapter 6 Plumbing Codes and Regulations of the Bettendorf City Code with amendments. (Approve and Adopt)
- H. Resolution authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System – MABAS Master Agreement. (Approve and Adopt)
- I. Resolution approving the purchase of thirty-five (35) Taser Model 7 ECW Less Lethal Devices including a 5-year warranty, replacement cartridges, management licenses, holsters, additional batteries, and training materials. Total cost not to exceed \$104,161.40 over a 5-year contract. (Approve and Adopt)
- J. Resolution approving the Civil Service List for Sanitation Worker position in the Public Works Department. (Approve and Adopt)
- K. Resolution appointing Meghan Corbin and reappointing Jennie Claussen to the City of Bettendorf's Family Museum Board of Trustees. (Approve and Adopt)
- L. Resolution approving liquor license renewals and requests for Five Cities Brewing; Hilton Garden Inn Bettendorf; and Crave Hot Dogs & BBQ. (Approve and Adopt)
- M. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



COUNCIL LETTER

MEETING DATE: January 3, 2023

REQUESTED BY: Schadt

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

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement for \$13,280,000 General Obligation Bonds, Series 2023A.

Explanation and Background:

In accordance with the adopted five year CIP plan for FY 22/23 and FY 23/24 and certain economic development agreements of interest to the City, the City of Bettendorf plans to issue the following bond issues:

\$13,280,000 General Obligation Bonds, Series 2023A: The Series 2023A bonds will be general obligations of the City for essential and general corporate purposes, backed by the City's authority to levy taxes. The true interest cost (TIC) on these bonds is projected to be 4.38% with a 19 year maturity for all of the following components.

A Public Hearing on the bonds was held on December 20th, 2022. The City will apply to Moody's Investors Service for a rating on the G.O. bonds on Wednesday, January 4th. Baker-Tilly's final "Pre-Sale Summary" is attached.

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 Summaries prepared by BakerTilly Municipal Advisors

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

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

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

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

January 3, 2023

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$13,280,000 GENERAL OBLIGATION BONDS, SERIES 2023A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$13,280,000 GENERAL OBLIGATION BONDS,
SERIES 2023A, AND APPROVING ELECTRONIC BIDDING
PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay 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, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$13,500,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, in conjunction with its Municipal Advisor, Baker Tilly Municipal Advisors, LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by email, by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2023A, of City of Bettendorf, State of Iowa, in the amount of \$13,280,000, to be issued as referred to in the preamble of this Resolution, to be dated February 16, 2023, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Quad City Times", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 17th day of January, 2023, at 7:00 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before January 12, 2023)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Bettendorf, State of Iowa (the "Issuer"), hereafter described, must be received at the office of Baker Tilly Municipal Advisors, LLC, 30 East 7th Street, Suite 3025, Saint Paul, Minnesota, 55101 before 10:00 A.M., on the 17th day of January, 2023. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2023A, in the amount of \$13,280,000*, to be dated February 16, 2023 (the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Baker Tilly Municipal Advisors, LLC, 30 East 7th Street, Suite 3025, Saint Paul, Minnesota, 55101.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 1609 State Street, Bettendorf, Iowa 52722. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of Baker Tilly Municipal Advisors, LLC, 30 East 7th Street, Suite 3025, Saint Paul, Minnesota, 55101 (facsimile number: (651) 223-3046) (Email: bids@bakertilly.com). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa at a meeting of the City Council on the above date at 7:00 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 1609 State Street, Bettendorf, Iowa

52722; Telephone: 563-344-4000 or the Issuer's Municipal Advisor, Baker Tilly Municipal Advisors, LLC, 30 East 7th Street, Suite 3025, Saint Paul, Minnesota, 55101, Telephone: 651-223-3000.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Bettendorf, State of Iowa.

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of January, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

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 BOND SALE
(\$13,280,000 General Obligation Bonds, Series 2023A)

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:

_____, 2023.

WITNESS my official signature this _____ day of _____, 2023.

City Clerk, City of Bettendorf, State of Iowa

(SEAL)

City of Bettendorf, Iowa

Pre-Sale Summary for Issuance of Bonds

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

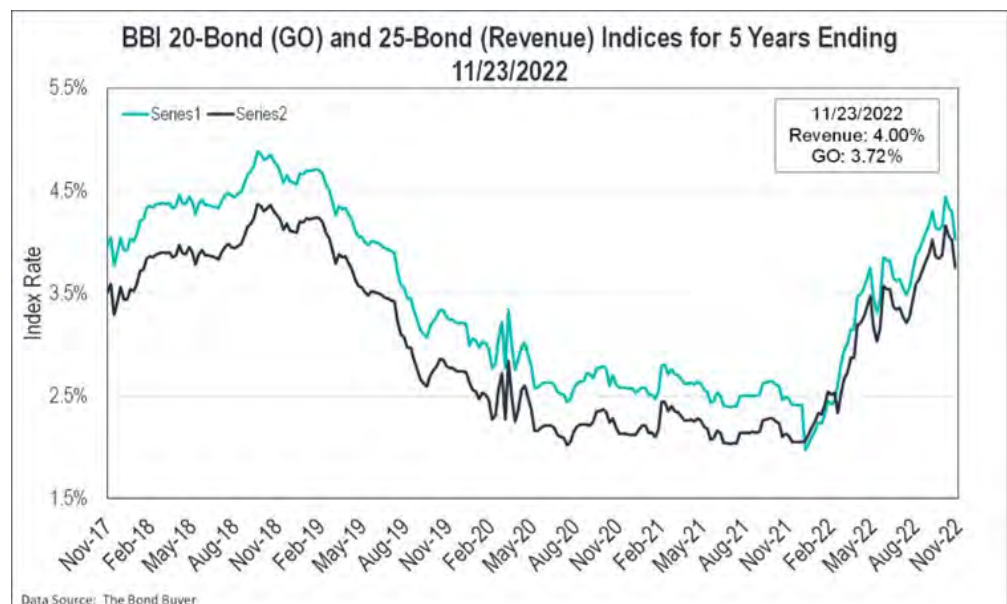
The City Council has under consideration the issuance of the Series 2023A Bonds (the “Bonds”) to fund various public improvements as detailed in the City’s 2023/2024 Capital Improvement Plan. This document provides information relative to the proposed issuance.

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:	<u>Variability of Issue Size</u>: 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. <u>Prepayment Provisions</u>: 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. <u>Bank Qualification</u>: 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

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.

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



COUNCIL LETTER

MEETING DATE: January 3, 2023

REQUESTED BY: Decker Ploehn, Chris Curran

ITEM TITLE:

Resolution Directing Staff to Publish Notice Indicating the City Council's Intent to Fill the Vacant Fifth Ward Seat by Appointment

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

Fifth Ward Council Member Scott Webster has been elected to the Iowa Senate and the Fifth Ward Council Member position is vacant effective January 1, 2023.

At the December 6, 2022 council meeting, the City Council adopted a resolution directing staff to publish notice identifying the council vacancy, expressing a desire by Council to use the appointment option, and inviting resumes from interested applicants. The resolution now before Council relates to the statutorily required notice indicating Council's intent to fill the vacant seat by appointment. Such notice must be published no fewer than four (4) and no more than twenty (20) days prior to the Council appointment decision. The date of the Council decision on the appointment is anticipated to take place at a special Council meeting on January 24, 2023, or, if the appointment is not made at such meeting, at a subsequent special Council meeting on January 31, 2023. The notice is required to state that the eligible electors of the Fifth Ward have the right to file a petition requiring that the vacancy be filled by a special election.

List Attachments:

- Resolution

Budget:

- No impact

RESOLUTION NO. _____ - 23

**RESOLUTION DIRECTING STAFF TO PUBLISH NOTICE INDICATING THE CITY COUNCIL'S
INTENT TO FILL THE VACANT FIFTH WARD SEAT BY APPOINTMENT**

WHEREAS, Fifth Ward Council Member Scott Webster has been elected to the Iowa Senate and that the Fifth Ward Council Member position is vacant effective January 1, 2023;

WHEREAS, the City Council desires to fill this vacancy by appointment;

WHEREAS, Iowa Code §372.13(2) requires publication of notice of the Council's intent to appoint;

WHEREAS, a previous notice was published identifying the Council vacancy and seeking applications and resumes for a potential appointment.

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

Staff is directed to publish notice indicating the City Council's intent to fill the vacant Fifth Ward Council Member position by appointment and that resumes shall be accepted through January 13, 2023 with the appointment to take place at a special Council meeting on January 24, 2023, or, if the appointment is not made at such meeting, at a subsequent special Council meeting on January 31, 2023. Said notice shall further state that the eligible electors of the Fifth Ward have the right to file a petition requiring that the vacancy be filled by a special election.

PASSED, APPROVED, AND ADOPTED THIS ___ day of January 2023.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



MEETING DATE: January 3, 2023
REQUESTED BY: Mark Garrow
Garage/Transit Manager
WARD: All

Item Title:

Resolution authorizing the Director of Public Works to issue a purchase order to ETA Transit Systems, Inc. for a computer aided dispatching/automatic vehicle locator (CAD/AVL) system for our Transit buses.

Explanation:

With Bettendorf's computer aided dispatching/automatic vehicle locator (CAD/AVL) contract expiring, and Davenport's contract already expired, a decision was made to do a joint procurement between both cities. This will serve to maintain rider efficiencies by continuing the same smartphone app between both systems.

A joint Request for Proposals (RFP) between the City of Bettendorf and the City of Davenport was issued on October 12, 2022 and submitted to vendors. On October 28, 2022, the City of Davenport's Purchasing Division received and opened six (6) proposals.

The proposals were evaluated by both Bettendorf and Davenport on the following criteria: (1) proposed pricing – 40%, (2) hardware and application features – 40%, and (3) life expectancy and reliability – 20%. Following staff evaluation, it was decided to interview the two (2) highest ranked firms. Following interviews, ETA Transit Systems, Inc. of Boca Raton, FL was determined to be the vendor that was most responsive and responsible to fit both cities' needs.

The contract will be for a five-year term with three (3) one-year extension options. Bettendorf will be opting for the Fixed-Route Base System with a contract cost of \$47,748.00 for the five-year term. The first year costs are \$29,748, with an annual service fee of \$4,500 per year for the following four (4) years.

Relationship to Goals:

The CAD/AVL system will provide software to track vehicles in route in real-time and provide a visual mapping display. This system will improve transit route service capabilities and offer a free mobile app to the public

Award of this contract will allow the City to continue providing a quality, responsive transit service to the citizens of Bettendorf.

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

Sufficient funds are budgeted for this purchase through Grant #IA 2020-018-00.

List Attachments:

Resolution
Price Sheet
Contract

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE
ORDER TO ETA TRANSIT SYSTEMS, INC. FOR A COMPUTER AIDED
DISPATCHING/AUTOMATIC VEHICLE LOCATOR (CAD/AVL) SYSTEM FOR OUR TRANSIT
BUSES

WHEREAS, a joint Request for Proposals (RFP) between the Cities of Bettendorf and Davenport was issued on October 12, 2022; and

WHEREAS, proposals were received and opened on October 28, 2022; and

WHEREAS, six (6) proposals were received and ETA Transit Systems, Inc. of Boca Raton, Florida was selected based on selected criteria to provide a computer aided dispatching/automatic vehicle locator (CAD/AVL) system for our transit buses in the amount of \$47,748.00; and

WHEREAS, the proposal for a CAD/AVL system for our transit system meets the specifications detailed in the Request for Proposal; and

WHEREAS, a total purchase order in the amount of \$47,748.00 is hereby approved for a five-year term with three (3) one-year extension options. The first year costs are \$29,748.00, with an annual service fee of \$4,500 per year for the following four (4) years; and

WHEREAS, Federal and State transit funding are specifically approved and available for this purchase.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the proposal from ETA Transit Systems, Inc. be accepted and the Director of Public Works is hereby authorized to sign the contract for execution of said system.

Passed, Approved and Adopted this 3rd day of January, 2023.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Quotation #: 20221130
Date: 11/30/2022



Agency: Bettendorf RFP Price Breakdown
Name: Kari Thoren
Email: kari.thoren@davenportiowa.com
Payment terms: See milestone payment schedule

etatransit.com

Received by:

Date:

FIXED-ROUTE BASE SYSTEM

PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE
Vehicle logic unit (VLU) hardware • GPS • Cellular communications • Vehicle I/O for 1708, DIO	1	5	\$ 1,792	\$ -	\$ 8,958	1
NOTE: Required for Bettendorf						
Rugged mobile data terminal (MDT) hardware • 7" viewable screen * 10" option available	2	5	\$ 600	\$ -	\$ 3,000	1
MDT mounting kit • RAM® mount	3	5	\$ 252	\$ -	\$ 1,260	1
MDT SPOT™ software modules • Driver login module • Route selection module • 2-way messaging module • System status module • Electronic passenger counting module * Options available for additional modules	4	5	\$ 250		\$ 1,250	1
Bus equipment and cable kits • Power harness • Antennas *Roof mount antennas available as an Option (extension cable required)	5	5	\$ 306	\$ -	\$ 1,530	1

Hardware installation							
• Professional system installation	6	5	\$	600	\$ -	\$	3,000
• Vehicle testing and commissioning							
Single sign-on integrated with existing digital signage OPTIONAL							
• Integration of head signs with ITS	7	5	\$	250		\$	1,250
* Options for fare collection single sign-on							
** Options for MVS single sign-on							
Implementation							
• System setup							
• Project management							
• Manufacturing							
• Training	8	1	\$	5,000		\$	5,000
• Testing							
• Documentation							
• Travel							
Software license: Public website							
• Real-time arrival predictions							
• Service messages							
• Rider feedback							
• Sponsored links							
• Station/stop details	9	1	\$	-		\$	-
• Trip planner							
• Local attractions							
• Rider alerts							
• Favorite route selection							
Software license: Native phone apps							
• Customized to local experience							
• Real-time bus tracking							
• Color-coded routes							
• Display user GPS location							
• Real-time arrival predictions	10	1	\$	-		\$	-
• Trip planning							
• Rider feedback							
• Sponsored links							
• Local attractions							
• GTFS-RT rider alerts via push notifications							
Software license: ETA SPOT™ API							
• JSON API	11	1	\$	-		\$	-
• GTFS import/export							

Annual SaaS and Maintenance: SPOT™ ITS							
• Unlimited user accounts • Data retention for the life of the contract • Real-time arrival predictions • Web-based dispatch module • Reports module • Route planner module • User administration module • Service announcements module • Cellular data • Hosting • Maintenance • 24/7/365 technical support • Daily backups				12	60	\$ 75	\$ 4,500 6
(Qty. equals number of vehicles X 12 months)							

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$29,748

SALES TAX INCLUDED

BASE SYSTEM TOTAL \$29,748

ANNUAL SaaS (BEYOND YEAR 1) \$4,500

AUTOMATIC VOICE ANNOUNCEMENTS (AVA)

Product	Item #	Qty.	Price	Tax	Total	Mile
Public address amplifier						
• Support automatic onboard announcements • Options for ambient noise sensing;						
automatic gain control	1	0	\$ 281	\$ -	\$ -	1
<i>ETA will attempt to reuse existing PA amplifiers if possible</i>						
Public address amplifier installation						
• Professional system installation • Vehicle testing and commissioning	2	0	\$ 300	\$ -	\$ -	3
New monochromatic interior digital sign OPTIONAL						
• Synchronize text with automatic onboard announcements audio	3	5	\$ 1,073	\$ -	\$ 5,363	1

Interior sign installation OPTIONAL							
• Professional system installation	4	5	\$	300	\$	-	\$ 1,500 3
• Vehicle testing and commissioning							
Implementation							
• System setup							
• Professional voice recordings *							
• Project management							
• Manufacturing							
• Training	5	1	\$	5,000		\$	5,000 3
• Testing							
• Documentation							
• Travel							
* recordings in additional languages shall be quoted separately as requested							
Software license: SPOT™ AVA announcements							
• Provides automatic onboard announcements and reporting	6	1	\$	5,000		\$	5,000 5
Annual SaaS and Maintenance: SPOT™ AVA							
• Audio recording as a service	7	60	\$	7		\$	420 6
• System support							

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$17,283

SALES TAX INCLUDED

AVA TOTAL \$17,283

ANNUAL SaaS (BEYOND YEAR 1) \$420

PACKAGE OPTIONS			
Package	Qty.	Total	
Fixed route base package	1	\$	29,748
Onboard announcements package	1	\$	17,283
YEAR 1 PROJECT TOTAL			\$47,031

ANNUAL CHARGES

Package	Qty.	Total
Fixed route base package annual subscription and maintenance	1	\$4,500
Onboard announcements package annual subscription and maintenance	1	\$420

ANNUAL CHARGES	\$4,920
GRAND TOTAL 5 YEARS	\$66,711

PREPARED BY:

NAME: Jose Mostajo
TITLE: Senior Sales Representative Central Region
ADDRESS: 7700 Congress Avenue, Suite 2201
 Boca Raton, FL 33487
PHONE: (561) 288-1930
EMAIL: jmostajo@etatransit.com



 ADDITIONAL OPTIONS							
PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE	
Extended warranty on hardware (Year 3) · Beyond year 2 (up to 5 years maximum) · Escalates at 3.5% per year · Does not include consumables · Governed by ETA's system support/warranty agreement · Provided as quoted, upon request	1	1	\$ 1,068	\$ -	\$ 1,068	1	
Extended warranty on hardware (Year 4) · Beyond year 2 (up to 5 years maximum) · Escalates at 3.5% per year · Does not include consumables · Governed by ETA's system support/warranty agreement · Provided as quoted, upon request	2	1	\$ 1,105	\$ -	\$ 1,105	3	
Extended warranty on hardware yr 5 · Beyond year 2 (up to 5 years maximum) · Escalates at 3.5% per year · Does not include consumables · Governed by ETA's system support/warranty agreement · Provided as quoted, upon request	3	1	\$ 1,144	\$ -	\$ 1,144	3	

Spare parts	4	1	\$	2,136	\$ -	\$	2,136	5
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Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$5,454

SALES TAX INCLUDED

TOTAL (YEAR 1) \$5,454

ANNUAL SaaS (BEYOND YEAR 1) \$0

 AUTOMATIC PASSENGER COUNTING (APC) OPTION							
PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE	
Stereoscopic automatic passenger counter (APC)							
• Priced per bus/door							
Assumes 1 door per bus	1	5	\$ 1,467	\$ -	\$ 7,335	1	
5 port Ethernet switch							
• Connects multiple APCs							
• required for 2 door bus	2	0	\$ 219	\$ -	\$ -	1	
Ethernet switch installation							
• Professional installation	3	0	\$ 263	\$ -	\$ -	3	
APC installation							
• Professional installation	4	5	\$ 300	\$ -	\$ 1,500	3	
• Vehicle testing and commissioning							
Implementation							
• System setup							
• Project management							
• Manufacturing							
• Training	5	1	\$ 5,000		\$ 5,000	3	
• Testing							
• Documentation							
• Travel							
Software license: SPOT™ APC system and reports							
• Integrates passenger counts with routes and schedules	6	1	\$ 2,500		\$ 2,500	5	
• Provides ridership analytics and NTD report							

Software option: Wheelchair sensor integration							
• Integrates passenger counters with existing digital wheel chair sensors	7	0	\$	-		\$	- 5
Annual SaaS and Maintenance: APC SaaS							
• Priced per bus, per month	8	60	\$	15		\$	900 6
• Hosting							
• System maintenance and upgrades							

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$17,235

SALES TAX INCLUDED

APC TOTAL \$17,235

ANNUAL SaaS (BEYOND YEAR 1) \$900

GTFS REAL-TIME (GTFS-RT) **OPTION**

PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE
Implementation						
• System setup						
• Project management	1	1	\$ 2,500	\$ -	\$ 2,500	3
• Testing						
• Documentation						
Annual SaaS and Maintenance: SPOT™ GTFS-RT						
• Real-time data feed						
• Maintenance	2	1	\$ 2,500	\$ -	\$ 2,500	6
• Technical support						
(Qty. equals number of vehicles X 12 months)						

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$5,000

SALES TAX INCLUDED

GTFS-RT TOTAL (YEAR 1) \$5,000

ANNUAL SaaS (BEYOND YEAR 1) \$2,500

Digital Vehicle Inspection Record (DVIR) Package **OPTION**

PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE
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Rugged, Andriod DVIR portable device • Purpose-built, locked device capable of running the Whip Around DVIR app only							
1	5	\$	400	\$	-	\$	2,000
<i>NOTE: no other apps can be run on the DVIR device</i>							

Annual Software as a Service and support • DVIR app (for digital vehicle inspections) • DVIR portal (for configuration and reporting) • Technical support and software maintenance							
2	60	\$	6	\$	-	\$	378
<i>(Qty. equals number of vehicles X 12 months)</i>							

Annual maintenance module • DVIR maintenance module (for defects and work orders) • Technical support and software maintenance							
3	60	\$	4	\$	-	\$	252
<i>(Qty. equals number of vehicles X 12 months)</i>							
<i>Provided as an option</i>							

Annual SaaS - Maintenance notifications • DVIR integration into SPOT notifications module • Hosting, technical support and software maintenance							
4	60	\$	5	\$	-	\$	300
<i>(Qty. equals number of vehicles X 12 months)</i>							

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$2,930

SALES TAX INCLUDED

DVIR TOTAL (YEAR 1) \$2,930

ANNUAL SaaS (BEYOND YEAR 1) \$930

ONBOARD BROADBAND CELLULAR ROUTER **OPTION**

PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE
Broadband cellular router						
• Cellular communications	1	5	\$	1,991	\$	-
• Vehicle I/O for 1708, DIO			\$		\$	9,955
						1

Bus equipment and cable kits							
• Power harness	2	5	\$	625	\$ -	\$	3,125
• Antennas							1
Hardware installation							
• Professional system installation	3	5	\$	600	\$ -	\$	3,000
• Vehicle testing and commissioning							3
Implementation							
• System setup							
• Project management	4	1	\$	2,500		\$	2,500
• Manufacturing							3
• Testing							
• Documentation							
Annual NetCloud™ SaaS plus ETA maintenance/support							
• QoS							
• Black lists	5	5	\$	405		\$	2,025
• Network monitoring							6
• Maintenance							
• Technical support							
Annual SPOT™ onboard router cellular data plan							
• Priced per bus/month							
• 12 months of cellular data							
(Qty. equals number of vehicles X 12 months)	6	60	\$	45		\$	2,700
<i>QTY indicates that customer to furnish cellular data. ETA recommends an unlimited data plan for passenger Internet access.</i>							
Annual SaaS and maintenance SPOT™ onboard router							
• Real-time data feed	7	60	\$	8		\$	480
• Maintenance							6
• Technical support							
(Qty. equals number of vehicles X 12 months)							

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL	\$23,785
SALES TAX	INCLUDED
ROUTER TOTAL (YEAR 1)	\$23,785
ANNUAL SaaS (BEYOND YEAR 1)	\$5,205

Terms and conditions of sale

Unit prices are valid only for the total number of units quoted. Lesser quantities (or years) may require a higher price per unit cost because of certain fixed costs.

Prices in this quotation are valid for ninety (90) days from the date of quotation or proposal and are applicable to the quantities herein. Changes to packages and/or quantities may require a revised quotation.

No refund shall be provided for returned parts without written authorization from authorized ETA representatives.

Estimated lead time for delivery is 6 weeks. A formal lead time estimate shall be provided by ETA ARO.

Delivery is F.O.B. ETA Transit Systems, Inc. 7700 Congress Avenue #2201 Boca Raton, FL 33487

ETA TRANSIT SYSTEMS (ETA) WARRANTY POLICY

ETA guarantees that each product is free from defects in material and workmanship. ETA's warranty is in effect for two (2) years from the original ship date from ETA. ETA will furnish to customer its Warranty and Support agreement ARO or upon request

REVIEWED BY:

Nicole M Castonguay, CEO

ETA Transit Systems

Date:

ACCEPTED BY:

Signature: _____

Name and title: _____

Date: _____

Agreements

Sales, subscription, and support

Bettendorf Transit- Intelligent Transportation System

Version 1.0 04/28/2021



What drives you?





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Sales agreement

Parties

This Sales Agreement ("Agreement") is made on this _____ day of _____, 20____ (the execution date) between ETA Phi Systems, Inc. ("ETA") having an office at 7700 Congress Ave., Suite 2201, Boca Raton, FL, 33487 and _____ ("Customer") having an office at _____.

ETA contact:

Name: _____

Title: _____

Telephone: _____

Email: _____

Customer contact:

Name: _____

Title: _____

Telephone: _____

Email: _____

Overview

WHEREAS Customer desires to obtain certain goods and services; and

WHEREAS ETA desires to provide such goods and services under terms and conditions set forth herein.

NOW, THEREFORE, the parties, for good and valuable consideration, agree to the following:

Definitions

The following definitions apply to this Agreement:

"Hardware Products" means the items labeled as "Products", "Hardware" or "Devices" on the Quotation or Purchase Order attached as Exhibit 1.

"Software Products" means the items labeled as "Software", "Software Licenses", "Software Modules" or "SPOT" on the Quotation or Purchase Order attached as Exhibit 1. Certain rights and obligations applicable specifically to Software Products are included in the Software Subscription Agreement between the parties attached as System subscription agreement (when applicable).

"ETA Services" means the items labeled as "NRE", "Maintenance", "Support", "Project Management", "Training", "Education", "Travel", "Handling" of "Installation" on the Quotation or Purchase Order attached as Exhibit 1. Certain

Initials: _____



rights and obligations applicable specifically to some ETA Services are included in the [System support agreement](#) between the parties.

Term, termination, and renewal

Term

The term of this agreement shall begin on the execution date and continue for X () years beyond the date on which milestone #6, "Customer witnessed testing" has been completed unless terminated or extended by agreement of the parties.

Annual renewal and termination

This agreement shall renew automatically for one year upon expiration of the current term, and for one-year periods thereafter, unless written notice is provided 60 days prior to the expiration date. ETA will invoice the renewal prior to the expiration date at an increase rate of no greater than 5 percent.

Termination

This agreement shall terminate in each of the following events:

- a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 60 days after receiving written demand therefor; or
- b) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors; or
- c) at the option of ETA if Customer breaches any of its obligations under section Price and Payment or Intellectual Property of this Agreement; or
- d) at the option of ETA if Customer uses ETA's software or updates for purposes other than the intended application thereof as set out in this agreement.

Suspension of obligations

If either party should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, but this Section shall not permit the Customer to suspend its obligation to make payments that are due and owing.

Return of software

If Customer discontinues use of ETA's software or in the event of termination of this Agreement; Customer shall immediately return to ETA all Software and any copies thereof and certify in writing to ETA that Customer has done so.



Price and payment

The amounts to be invoiced by ETA to Customer shall be in accordance with the Quotation or Purchase Order attached as Exhibit 1.

By executing this agreement, Customer agrees that invoices shall be accepted based on the Milestone Payment Schedule included in the Quotation or Purchase Order attached as Exhibit 1, and shall be paid within 30 days of invoice, in the amounts stated thereon. Invoices for additional services hereunder which are not included on the Milestone Payment Schedule shall be invoiced upon completion of work, and shall be paid within 30 days of invoice.

Products and services

The Hardware Products, Software Products and ETA Services covered by this agreement shall be as set forth on the Quotation or Purchase Order attached as Exhibit 1.

All warranties and maintenance and support rights and obligations related to Hardware Products, Software Products and ETA Services shall be as agreed and set forth in the System Support Agreement between the parties attached as Software Support Agreement.

In all instances in which Software Products are included on the Quotation or Purchase Order attached as Exhibit 1, certain rights, and obligations specific to those products shall be as agreed and set forth in the Software Subscription Agreement between the parties attached as System Subscription Agreement.

ETA responsibilities

Duty to inform

If, at any time during the performance of this Agreement ETA becomes aware of actual or potential problems, faults, or defects in the Products or Services, or of any nonconformance with federal, state, or local laws, rules, or regulations; or if ETA has any objection to any decision or order made by the Customer with respect to such laws, rules, or regulations, ETA shall give prompt written notice thereof to the Customer.

Information release

No information, news or press releases related to the subject of this Agreement shall be made without the written consent of Customer.

Except for confidential information designated as “not to be shared” by the Customer, ETA shall share project related information with, and fully cooperate with those corporations, firms, contractors, public utilities, government entities and persons required for completion of the project.

Initials: _____



Responsibilities in attached agreements

ETA acknowledges that certain responsibilities related to Hardware Products, Software Products and ETA Services applicable to this Agreement are contained in the System Support Agreement attached as System Subscription Agreement and the Software Subscription Agreement attached as Software Support Agreement.

Customer responsibilities

On-time payment

Customer acknowledges that invoices shall be accepted based on the Milestone Payment Schedule included in the Quotation or Purchase Order attached as Exhibit 1, and shall be paid within 30 days of invoice, in the amounts stated thereon. Invoices for additional services hereunder which are not included on the Milestone Payment Schedule shall be invoiced upon completion of work and shall be paid within 30 days of invoice.

Duty to inform

If, at any time during the performance of this Agreement Customer becomes aware of actual or potential problems, faults, or defects in the Products or Services, or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Customer has any objection to any decision or order made by ETA with respect to such laws, rules, or regulations, Customer shall give prompt written notice thereof to ETA.

Information release

No information, news or press releases related to the subject of this Agreement shall be made without the written consent of ETA.

Except for confidential information designated as “not to be shared” by the ETA, Customer shall share project related information with, and fully cooperate with those corporations, firms, contractors, public utilities, government entities and persons required for completion of the project.

Responsibilities in attached agreements

Customer acknowledges that certain responsibilities related to Hardware Products, Software Products and ETA Services applicable to this Agreement are contained in the System Support Agreement attached as Software Support Agreement and the Software Subscription Agreement attached as System Subscription Agreement.

Indemnification and insurance

Indemnification

ETA shall indemnify and hold the Customer harmless from liability in connection with any action resulting from ETA's negligent acts, omissions, errors, willful misconduct, or violations of state or federal laws pursuant to this Agreement.



Insurance

ETA shall maintain insurances of the following types and minimum limits, as follows, for the term of this Agreement;

General Commercial Liability Insurance – covering bodily injury and property damage at the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Professional Errors and Omissions Insurance – covering damages resulting from errors, omissions and negligent acts at the minimum amount of \$1,000,000 per claim.

Business Automobile Liability Insurance – automobile liability for owned, hired, and non-owned vehicles with a combined single limit of \$1,000,000 per occurrence.

Intellectual property

Retention of ETA rights in hardware products

All proprietary and intellectual property rights, including copyrights or trademarks in the Hardware Products, if any, and any modifications thereto shall remain the sole and exclusive property of ETA.

Retention of ETA rights in software products

As between ETA and Customer, all proprietary and intellectual property rights, title and interest in the Software Products and any Updates, Upgrades, and any other modification to the Software Products and associated documentation shall be and remain the sole and exclusive property of ETA. The Customer has no proprietary or intellectual property rights title or interest in the Software Products or any Updates, Upgrades, or any modification to the Software Products or associated documentation. Unless ordered by a court of jurisdiction, Customer shall not at any time disclose, furnish or make available to anyone the source and executable code of the software or related documentation or other confidential information of ETA. Customer's use of the Software Products and any Updates, Upgrades, and any other modification to the Software Products and associated documentation shall be subject to the terms and conditions of the Software Subscription Agreement attached as System Subscription Agreement.

Independent contractor

ETA is an independent contractor for all purposes and shall be entitled to no compensation other than that provided for under Section "Price and Payment" above. ETA will be solely responsible for determining the manner and means of accomplishing its obligations hereunder. The Customer does not have the right to control or interfere with the manner or method of accomplishing ETA's obligations.



General provisions

Notices and points of contact

All changes hereto shall be in written form, and by mutual consent by the designated Points of Contact:

No assignment

Neither ETA nor Customer may assign the Agreement, nor the performance of any obligations hereunder, unless agreed to in advance by the other party.

Priority of agreements

Should any provision of this Agreement conflict with provisions of the System Support Agreement attached as Software Support Agreement, the provisions of the System Support Agreement shall govern.

Should any provision of this Agreement conflict with provisions of the Software Subscription Agreement attached as System Subscription Agreement, the provisions of the Software Subscription Agreement shall govern.

Partial invalidity

If any term, covenant, condition, or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall be in no way affected, impaired or invalidated.

Governing law

The validity, interpretation and performance of the Agreement shall be controlled and construed under the laws of the State of Florida.

Authority

The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names and capacities stated herein.

ETA and Customer hereby agree to the provisions of this Agreement:

ETA Transit Systems, Inc.

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Exhibits and attachments

Exhibit 1: ETA quotation or customer purchase order

Attachment

Initials: _____



System subscription agreement

Subscription agreement

Subscription

ETA grants Customer a limited right to access and use its SPOT® Intelligent Transit Systems (ITS) application and related software as detailed in the referenced ETA Quotation during the Term and at the Location(s) set forth above exclusively for the Hardware and Software Products and associated services listed on the referenced ETA Quotation. All rights not expressly granted to Customer are reserved to ETA Transit Systems.

Definitions

Hardware Products - means the ETA components and other devices comprising the system identified in the referenced ETA Quotation.

Software Products - means the modules of ETA's SPOT™ Intelligent Transit Systems (ITS) application identified in the referenced ETA Quotation.

Intellectual Property - means software source code, software updates and upgrades, copyrights, trademarks, and service marks (whether registered or unregistered), trade secrets, patents, patent applications, contract rights, know-how and other proprietary rights.

Data - means all data stored in the database for Customer.

Customer Materials - means the materials designated as such and provided by ETA to Customer regarding use of the system.

Subscription Fee - means the annual service fee for the right to access and use the System set forth in the referenced ETA Quotation or Purchase Order.

Term

The term of this agreement shall begin on the execution date and continue for x years beyond the date on which milestone #6, "Customer witnessed testing" has been completed unless terminated or extended by agreement of the parties.

Quotation

The attached Quotation with Milestone Payment schedule sets forth the Hardware Products, Software Products, and Services to be delivered to Customer under this Agreement or under a separately executed Sales Agreement, along



with the prices, and delivery terms and any additional terms applicable thereto. The Quotation shall be valid for 60 days, and upon execution of this Subscription Agreement or separately executed Sales Agreement by Customer shall constitute a binding purchase order.

ETA Quotation: Bettendorf RFP_12.13.2022

Fees

All fees and charges (including the Subscription Fee) are “net” and are not subject to set off or reduction. The initial Subscription Fee is due upon execution of this Agreement and all other fees and charges are due as provided in the referenced Quotation. By executing this agreement, Customer agrees that invoices shall be submitted based on the Milestone Payment Schedule included in the referenced quotation.

Services

ETA will provide Customer with activation of, and 24/7 access to ETA's SPOT™ Intelligent Transit Systems (ITS) application, provided Customer is not in breach of any obligation under this agreement. Ongoing support services shall be provided in accordance with the System Support Agreement between the parties.

Customer obligations

Customer is responsible for maintaining Internet access to ETA's SPOT Server via an Internet Service Provider; Hardware and software to enable such connection; and any permission or authorizations required for such a connection.

Customer is responsible for ensuring that only authorized persons have access to the System and for the security of Customer's computer system and the connection to the SPOT Server, without limitation

Customer is responsible for ensuring that Customer's password and all other means and methods of access to the System are kept absolutely confidential and that all Users and Drivers comply with the terms of the ID Agreements; ensuring that any telephone numbers or any information relating to the System, the security of the System, the encryption methods used and all or any other security features are kept absolutely confidential; ensuring that the use of the System by Customer is under the control and authority of a proper and adequately trained employee.

Customer will install, use, maintain, and remove the Hardware according to ETA's specifications, will safeguard the Hardware from loss or damage of any kind, and will not permit anyone other than an authorized representative of ETA to perform any work on the hardware. Customer agrees and understands that tampering with Hardware shall void all warranties. Except for ordinary wear and tear covered by the limited warranty, Customer is responsible for all Hardware damaged, destroyed, lost, or stolen while in Customer's possession and shall be liable for the cost of repair or

Initials: _____



replacement of the Hardware and remain responsible for the Subscription Fee during any such repair or replacement period.

If Customer is not the owner of the property upon which Hardware and Software are to be installed, Customer shall obtain the written consent of the owner of the premises and/or property for ETA personnel and/or its agents to enter the premises for the purposes of installing, maintaining, and retrieving the same.

Data storage

- a) Customer understands that unless Customer purchases data retention services, ETA will have the right to purge detailed packet data submitted by Customer on a 90-day rolling schedule. ETA will retain summary data for the life of the Contract.
- b) Unless Customer has made other arrangements in writing with ETA, all data submitted using the System may be purged as provided above. The Customer must reaffirm this request annually during the renewal process.
- c) Customer shall be solely responsible for printing data and inspection reports for vehicles involved in an accident. Customer understands and agrees that ETA is not required to retain records except as provided in a separate agreement.

Wireless data policies

- a) Customer understands and agrees that Customer has no contractual relationship with a wireless carrier and Customer is not a third-party beneficiary of any agreement between ETA or an ETA Agent and a wireless carrier.
- b) Customer understands and agrees that the underlying wireless carrier shall have no legal, equitable or other liability of any kind to Customer.
- c) Subject to FCC Number portability rules, Customer has no property or other rights in any Number assigned to it and Customer understands that any such Number can be changed from time to time.
- d) Customer agrees that ETA and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by force majeure.
- e) Customer understands and agrees that the liability and obligation of ETA to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other United States or foreign governmental authorities which from time to time have jurisdiction.
- f) In no event shall ETA and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer in connection with Service.

Ownership

- a) Customer grants ETA the right to use all data submitted to the System for any and all purposes, including to purge such data as provided in Section, "Data Storage" and to create compilations of such data as long as ETA will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that ETA shall own all compilations of the data created by or for ETA.
- b) The System and the components provided by ETA for the Customer's use are protected by patent, copyright, trade secret, trademark, international treaties, and other laws. Customer agrees that ETA owns all proprietary



rights in the System and any corrections, enhancements, updates, or other modifications, including custom modifications, thereto, whether made by ETA or any third party.

- c) At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning the System, including any flow charts, logic diagrams, user manuals, and screens, to persons not an employee of Customer without the prior written consent of ETA.

Intellectual property

Customer acknowledges and agrees that Customer's rights with respect to Hardware Products, are limited to the right to use the same with the System. The Hardware and Software Products contain trade secrets, know-how and other intellectual property belonging to ETA Transit Systems. Under no circumstances shall Customer sell or transfer any purchased Hardware or Software Products, reconstruct or repair such Hardware or Software Products, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein.

Remedies

Customer agrees that its remedies as a Customer are limited to those provided for under the System Support Agreement between the parties. ETA shall not be liable to Customer or any third party for any general, special, punitive, incidental, indirect, or consequential damages, or any lost profits or business, arising out of this agreement.

If Customer fails to make any payment due or otherwise violates any term or condition of this Agreement, Customer may be declared in default upon notice and failure to cure for 60 days. Upon declaration of default, all amounts due under this Agreement during the entire term hereof shall become immediately due and payable including, without limitation, the cost to repair or replace damaged equipment, interest and costs and expenses of collection. ETA shall have the right to terminate this Agreement and recover any other remedy permitted by law.

Waiver

Failure by ETA to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

Assignment

Neither party may assign, directly or indirectly, all or part of its rights or obligations under the Agreement without the prior written consent of the other party.

Governing law

The parties agree that this Agreement shall be interpreted under the laws of the State of Florida, and that jurisdiction and venue shall be only in the Palm Beach County, Florida.



Read and agreed by

The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names and capacities stated herein.

ETA and Customer hereby agree to the provisions of this Agreement:

ETA Transit Systems, Inc.

By: _____

Name: _____

Title: _____

Customer:

By: _____

Name: _____

Title: _____



System support agreement

Overview

WHEREAS Customer and ETA entered into an agreement for the purchase of hardware, software and related services on the execution date; and

WHEREAS Customer desires to obtain support services for said hardware and software (collectively “System”); and

WHEREAS ETA desires to provide such support services.

Now therefore, the parties, for good and valuable consideration, agree to the following:

Hardware warranty and support

The hardware products covered by this agreement shall be as set forth on the included in the Quotation or Purchase Order attached as Exhibit 1. If the quantity of products changes during the term of this agreement, a corresponding adjustment to fees hereunder will apply for the remaining term of the agreement.

Consumable Items such as batteries, cables, wiring harnesses, GPS, WLAN and RF antennas, etc. are not covered under this agreement. Replacements for such items may be ordered from ETA and will be subject to the supplier's warranty policy.

Hardware warranty

ETA affirms that each hardware product is free of defects in material and workmanship. ETA further affirms that hardware products will perform for the intended purpose for a period of two (2) years from delivery of equipment. Thereafter, the provisions under Non-Warranty Repairs shall apply. For Contracts that are shorter than two (2) years in length, the hardware warranty shall not exceed the term of the Contract. Extended warranties can be quoted upon request for up to a total of five (5) years of warranty.

Warranty repair policy

If a hardware product fails to operate as specified, and no exclusions from warranty policy apply, ETA or its authorized service agents will have the option to repair or replace the defective product at no cost to the Customer.

Exclusions from warranty policy

Instances to which the Warranty Repair Policy shall not apply include, but are not limited to; a) warranty returns classified as No Problem Detected (determined to be fully functional with no need for repair), b) product failures resulting from improper use, c) damage resulting from accident, abuse or improper maintenance, d) damage caused



by operation outside ETA specifications, e) damage resulting from vandalism, fire, or other uncovered peril, e) product modified without ETA's consultation, and f) Consumable Items.

In such instances, the provisions under Non-Warranty Repairs, including applicable fees, shall apply.

Warranty service

Spare parts inventory – The Customer shall maintain an inventory of ETA hardware products at the recommended level for use during completion of repairs. The Customer is responsible to; remove defective products, replace them with spare products, request Return Material Authorization (“RMA”) number, and to send defective products to ETA for Failure Analysis.

Return materials authorization – No product received for repair by ETA will be accepted without an ETA-assigned RMA number. RMA numbers may be obtained by:



Phone: 561-288-1932

Email: support@etatransit.com

ZenDesk System Access: etatransit.zendesk.com

RMA requests shall include product description, ETA part number, serial number (if applicable), quantity, reason for return, and vehicle number (if applicable). The Customer is responsible to ensure secure packaging of products for shipping. Shipping material is available for purchase, at cost, from ETA. ETA is not responsible for damage to, or loss of, products in transit. Shipping costs for the return to ETA of products to which the Warranty Repair Policy applies will be borne by ETA. Shipping costs for the return to ETA of products deemed Exclusions of Warranty Policy will be borne by the Customer. Customer agrees to ship RMAs using an ETA-supplied shipping label. RMA shipments are to be labeled as follows:

ETA Transit Systems, Inc.

Attn: Customer Service, RMA # _____

7700 Congress Ave, Suite 2201

Boca Raton, FL 33487

Failure analysis and repair/replace – Upon receipt of a returned product, an ETA technician will complete a failure analysis to decide if whether the product is subject to the Warranty Policy or the Exclusions of Warranty Policy, and whether the product is repairable. If the product is subject to the Warranty Policy ETA will either repair or replace the product at ETA's discretion. If the product is subject to the Exclusions of Warranty Policy ETA will provide the Customer a quotation and subsequent invoice for the repair or replacement of the product.

Return – ETA will make its best effort to return the repaired or replaced product to the Customer within thirty (30) days. Shipping costs for the return to Customer of repaired or replaced products to which the Warranty Repair Policy applies will be borne by ETA. Shipping costs for the return to Customer of repaired or replaced products deemed Exclusions of Warranty Policy will be borne by the Customer.

Non-warranty repairs

Repairs of products performed by ETA which are Exclusions of Warranty Policy, or otherwise not covered by the Warranty Repair Policy, will be invoiced to the Customer at the applicable Bench Rate, for repairs performed at ETA facilities, and/or Field Service Rate below, along with other time and material costs incurred by ETA. The Warranty Repair Policy will apply to non-warranty repairs for a period of ninety (90) days from shipment to Customer.

Initials: _____



Hardware support rates

ETA quotations and/or invoices for Non-Warranty Repairs shall include any combination of the following that may apply:

Bench rate: Hourly rates will be billed in accordance with an approved quotation

Field service rate: Hourly rates will be billed in accordance with an approved quotation

Travel & miscellaneous: Hourly rates will be billed in accordance with an approved quotation

Mileage: Current IRS allowance rate/mile

Meals: Current federal government regional per-diem rate

Customer hardware maintenance obligations

In addition to the responsibilities identified in this Section, the Customer shall;

- Provide access to vehicles and maintenance staff at time of installation
- Review and accept agency-specific design documentation and acceptance test procedures
- Participate in scheduled project status and customer satisfaction calls
- Pay all invoices according to the applicable payment terms
- Provide reasonable access to the Customer's facilities, vehicles and systems required for ETA to perform required tasks (subject to Customer's security requirements)
- Provide technical and administrative support to ETA's on-site personnel (office supplies, photocopying, network access, etc.)
- Faithfully execute required maintenance and troubleshooting procedures as prescribed by ETA.

Software maintenance and support

Software products

The software products covered by this agreement shall be as set forth in included in the Quotation or Purchase Order attached as Exhibit 1. If the quantity of products changes during the term of this agreement, a corresponding adjustment to fees hereunder will apply for the remaining term of the agreement. Provisions hereunder are subject to the Software Subscription Agreement attached as System Subscription Agreement, and no provision hereunder will apply to software not licensed by the Customer under a Software Subscription Agreement with ETA.

Software maintenance and support services

During the term ETA agrees to provide certain services in support of the Customer's use of the licensed software products. Services shall consist of:

- Provide technical support help desk – see System Warranty and Support



- **Provide software updates** – Modifications or additions to software product that bring the product into conformity with stated specifications, including correction of errors or bugs.
- **Provide software maintenance** – Activities performed to ensure software product performs in conformity with stated specifications.
- **Provide software upgrades** – Improvements, feature additions or other enhancements which are in addition to stated specifications.

Additional software services

Services performed by ETA in response to the following, are excluded from Software Maintenance and Support Services and will be quoted and invoiced to the Customer at the applicable Software Developer Rate, for activities performed at ETA facilities, and/or Field Service Rate below, along with other time and material costs incurred by ETA:

- Customer request for Update or Upgrade Installation Labor
- Customer request for Enhancements
- Customer request for Integration with third party software or hardware that are not included in the Quotation or Purchase Order attached as Exhibit 1
- Problems resulting from the hardware on which the software product is installed, or problems resulting from hardware devices connected to the hardware on which the software product is installed
- Problems resulting from the misuse, alteration, or damage of the software product
- Problems resulting from Customer use of versions of the software product other than the most recent update delivered by ETA

Software service rates

ETA quotations and/or invoices for Additional Software Services shall include any combination of the following that may apply:

Software developer rate: Hourly rates will be billed in accordance with an approved quotation

Senior software developer rate: Hourly rates will be billed in accordance with an approved quotation

Systems architect rate: Hourly rates will be billed in accordance with an approved quotation

Field service rate: Hourly rates will be billed in accordance with an approved quotation

Travel & miscellaneous: Hourly rates will be billed in accordance with an approved quotation

Mileage: Current IRS allowance rate/mile

Meals: Current federal government regional per-diem rate



Remote software access

As the software products, as well as relevant Customer data, are hosted by ETA in an internet-accessible environment, both Customer and ETA access is critical to the performance of Software Maintenance and Support Services and Additional Software Services hereunder. Both parties agree to:

- Take all reasonable steps to facilitate timely access to required software instances and data by the other party
- Take all reasonable steps to avoid disruption of other operations of the other party
- Abide by the other party's IT security policies
- Refrain from accessing any internal or internet-based networks of the other party for purposes other than performance hereunder.

System warranty and support

System warranties (other than hardware and software product warranties)

Installation

ETA guarantees the installation of its Hardware and Software products for a period of 60 days commencing at the Installation Milestone. Should any defects be discovered, ETA will assume the cost to remedy the installation issue. This guarantee excludes any alterations or modifications to the initial installation made by the Customer.

Security

ETA hosted systems are protected by firewall Access Control Lists. Open ports shall be limited to those required for Customer operation, and a quarterly rotation of login credentials deployed for secure operations. Please refer to the ETA Transit Systems Information Technology Security Policy for further details.

Privacy

Customer data and other confidential information of Customer shall be maintained in such a manner as to prevent access by any party other than ETA and Customer-designated personnel.

Disaster recovery

ETA shall perform daily backups of Customer data to regional cloud-based servers. Restorations of backups will be performed at no incremental cost to Customer and will be completed within 8 hours of request.

Annual maintenance

At ETA's discretion, ETA may execute an annual onsite visit to Customer premises to perform visual inspections. Repairs deemed critical to the operation of the system may be performed at ETA's discretion. Recommendations and associated quotations for replacements, upgrades or improvements will be provided within 30 days after such annual maintenance onsite visit.



Ongoing system support

ETA provides System Support 7 days per week, 365 days per year (24x7x365), via; online helpdesk/ticket monitoring system (Zendesk), and dedicated email addresses. Live chat is available between the hours of 8AM and 5 PM Monday through Friday, Eastern Standard Time. Telephone support outside of ETA's normal business hours, 8AM and 5 PM Monday through Friday, Eastern Standard Time is reserved for emergencies.

ETA shall maintain technical personnel qualified to perform the tasks of; logging support tickets, responding to Customer RMA requests, severity determination, issue resolution, onsite issue resolution. ETA has sole discretion over the deployment of resources required to perform these tasks, whether a task is required, and whether a task is covered by warranty.

System support process

The parties acknowledge their respective obligations associated with the following steps associated with submitting, acknowledging, researching and resolving problems and requests. The timelines for these steps are dictated by the Problem Severity and Resolution framework.

- **Stage 1** – Customer notifies ETA of an issue via one of the three accepted methods, ETA logs support ticket and acknowledges receipt to Customer
- **Stage 2** – ETA reviews issues, Customer provides timely response to any requested clarifications, ETA determines severity, ETA informs Customer of severity level
- **Stage 3** – ETA researches the issue resolution and estimates resolution time estimate, ETA consults with customer on resolution and time estimate, Customer responds in a timely manner, ETA implements resolution and informs Customer of issue-closure

Problem severity, response, and resolution

Pursuant to ETA's System Support Process, ETA personnel shall decide of the severity of all issues received by Customer. While response times are committed for each severity, the issue resolution time shall be on a case-specific basis, independent of severity level. Once resolution times are estimated, the penalty to ETA of exceeding the estimated resolution time shall vary based on severity. Severity definitions, response times and penalties for exceeding resolution times are as follows:

Severity level	Description (including examples)
Fatal	Complete system failure
Severe	A majority of system functionality is impacted
Medium	A minority of system functionality is impacted

Severity level	Response time	Resolution time	Penalty per hour
Fatal	30 minutes (*)	Case-specific	3% total monthly fee
Severe	4 hours	Case-specific	2% total monthly fee
Medium	8 hours	Case-specific	1% total monthly fee

Service level commitment and penalties

The parties acknowledge that the System is a complex technical solution, the effective operational uptime of which is dependent on the interaction between hardware, software, vehicles, and various user and support personnel of both ETA and the Customer. The parties agree to make all reasonable efforts to minimize downtime of the overall System, the functionality of the System and any vehicles on which the System is installed. Accordingly, ETA shall incur penalties for operational downtime, according to the severity of the issues defined under this section. This instance may trigger penalties; Cumulative downtime for a severity level for a month exceeds the allowable levels below.

Severity level	Allowable downtime/month	Penalty per hour
Fatal	2 hours	3% total monthly fee
Severe	8 hours	2% total monthly fee
Medium	20 hours	1% total monthly fee

Penalties shall take the form of credits which the Customer may apply against existing and future ETA invoices. A cumulative maximum of 25% of total monthly fees shall apply.

Customer system maintenance obligations

In addition to the responsibilities identified in this Section, the Customer shall:

- Answer questions regarding customization, such as route configuration, schedules, and standard operating procedures
- Provide a meeting facility to train staff
- Provide custom graphics for traveler information systems (i.e. corporate colors, logos, etc.)
- Review and accept agency-specific design documentation and acceptance test procedures
- Participate in scheduled project status and customer satisfaction calls
- Pay all invoices according to the applicable payment terms



- Provide 24-hour access to the Customer's facilities, vehicles and systems required for ETA to perform required tasks (subject to Customer's security requirements)
- Provide technical and administrative support to ETA's on-site personnel (office supplies, photocopying, network access, etc.)

General provisions

Intellectual property

Retention of ETA rights in hardware products

All proprietary and intellectual property rights, including copyrights or trademarks in the Hardware Products, if any, and any modifications thereto shall remain the sole and exclusive property of ETA.

Retention of ETA rights in software products

As between ETA and Licensee, all proprietary and intellectual property rights, title and interest in the Software Products and any Updates, Upgrades, and any other modification to the Software Products and associated documentation shall be and remain the sole and exclusive property of ETA. The Licensee has no proprietary or intellectual property rights title or interest in the Software Products or any Updates, Upgrades, or any modification to the Software Products or associated documentation. Unless ordered by a court of jurisdiction, Licensee not at any time disclose, furnish, or make available to anyone the source and executable code of the software or related documentation or other confidential information of ETA. Licensee's use of the Software Products and any Updates, Upgrades, and any other modification to the Software Products and associated documentation shall be subject to the terms and conditions of the [Software Subscription Agreement](#).

Authority

ETA Transit Systems, Inc.

By: _____

Name: _____

Title: _____

Customer:

By: _____

Name: _____

Title: _____

Initials: _____



MEETING DATE: January 3, 2023
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 4

Item Title:

Resolution accepting improvements for the Stafford Creek Storm Sewer Repairs Project.

Explanation:

N.J. Miller, Inc. of Bettendorf, Iowa has satisfactorily completed all work on the project. The original purchase order was approved for \$275,000. The final construction cost for the project was \$284,479.87. Change Order #1 was issued to cover additional rip-rap and landscaping items outside the original project limits.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

This project (SM0107 and SM0142) was approved with a total budget of \$275,000 within the Community Improvement Program (CIP). The initial purchase order was approved for \$275,000 and the final construction cost is \$284,479.87. The additional construction costs will be covered by funds made available due to other CIP projects that were completed under budget.

List Attachments:

Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO. _____-23

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE STAFFORD CREEK
STORM SEWER REPAIRS PROJECT

WHEREAS, on the 5th day of July, 2022, the City of Bettendorf entered into contract with N.J. Miller, Inc. of Bettendorf, Iowa for the construction of certain improvements to the sewer system of said City; namely, the

Stafford Creek Storm Sewer Repairs Project

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$284,479.87.

Passed, Approved and Adopted this 3rd day of January, 2023.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Stafford Creek Storm Sewer Repairs

Project #:	SM0107
	SM0142
FY Budgeted:	22/23
Resol. for award:	202-22

FY Budgeted:	22/23
Resol. for award:	202-22

Purchase Order Amount:	275,000.00
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Final Total Project Cost:	284,479.87
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CO Number	Description		Actual
1	Additional Work		9,479.87
			-
			-
			-
Total Change Orders Amount			9,479.87

[illegible]

CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

Projects: SM0107 & SM0142 - Stafford Creek Storm Sewer Repairs

Contractor: Miller Trucking & Excavating (Vendor #15074)

Primary	Subcontract	Point Range	Score	Points Earned
☒	☐			

WORK PERFORMANCE: 55%

A. Completion on schedule	0 to 3	3.0	$\times 0.275 =$	0.83
B. Quality of the finished product	0 to 3	3.0	$\times 0.275 =$	0.83

CONTINUITY OF WORK SCHEDULE: 20%

C. Minimum gaps between work days	0 to 3	2.0	$\times 0.20 =$	0.40
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ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	3.0	$\times 0.05 =$	0.15
E. Adequate and competent labor force	0 to 3	3.0	$\times 0.05 =$	0.15
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	3.0	$\times 0.05 =$	0.15

EQUIPMENT: 10%

G. Equipment on project	0 to 3	3.0	$\times 0.05 =$	0.15
H. General project safety, signage and traffic control	0 to 3	3.0	$\times 0.05 =$	0.15

Initial Rating: **2.80**

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

Ratings:

Final Rating: **2.80**

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

REMARKS: (Required for item(s) rated less than 3)

Field Inspector _____ Date _____
 Engineer Brian Green 11/21/22
 Date _____

Chief Inspector [Signature] 11/21/22 Date _____
 Contractor [Signature] 12-19-22 Date _____



MEETING DATE: January 3, 2023
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 4

Item Title:

Resolution accepting improvements for the Kynnelworth Drive Reconstruction Project.

Explanation:

Langman Construction, Inc. of Rock Island, Illinois has satisfactorily completed all work on the project. The original purchase order was approved for \$365,000. The final construction cost for the project was \$365,268.79.

Change Order #1 was issued to cover additional pavement and landscaping replacement items for the new water main and services installed by Iowa American's contractor prior to the City's road project. The City of Bettendorf and Iowa American Water agreed to have the City's contractor replace any driveway, sidewalk, or landscaping items that were removed as part of the watermain replacement at the conclusion of the road project. This provided a better finished product for property owners by not replicating work tasks as well as cost savings to both contracts. The City will be reimbursed \$23,356.20 by Iowa American Water for those expenses.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

This project (PW0558) was approved with an initial total budget of \$365,000 within the Community Improvement Program (CIP). The initial purchase order was approved for \$365,000 and the final construction cost is \$365,268.79. The final construction cost came in under budget by \$23,087.41 after the Iowa American reimbursement.

List Attachments:

Resolution
CIP Worksheet
Contractor Evaluation Report
Iowa American Cost Share

RESOLUTION NO. _____-23

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE KYNNELWORTH DRIVE
RECONSTRUCTION PROJECT

WHEREAS, on the 7th day of June, 2022, the City of Bettendorf entered into contract with Langman Construction, Inc. of Rock Island, Illinois for the construction of certain improvements to the street system of said City; namely, the

Kynnelworth Drive Reconstruction Project

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$342,505.99.

Passed, Approved and Adopted this 3rd day of January, 2023.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Project Description:	Kynnelworth Drive Reconstruction		
Project Manager:	Brian Fries	Project #:	PW0558
CIP Budget:	350,000.00	FY Budgeted:	22/23
Funding Source:	G.O. Bonds	Resol. for award:	175-22
Purchase Order Amount:	365,000.00		
Final Total Project Cost:	342,505.99		

CO Number	Description		Actual
1	Additional Work		268.79
			-
			-
			-
Total Change Orders Amount			268.79

[illegible]

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CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

Projects: PW0558 - Kynnelworth Drive Reconstruction

Contractor: Langman Construction (Vendor #4316)

☒ Primary

☐ Subcontract

Point
Range

Score

Points
Earned

WORK PERFORMANCE: 55%

A. Completion on schedule	0 to 3	2.0	x 0.275 =	0.55
B. Quality of the finished product	0 to 3	3.0	x 0.275 =	0.83

CONTINUITY OF WORK SCHEDULE: 20%

C. Minimum gaps between work days	0 to 3	1.0	x 0.20 =	0.20
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ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	3.0	x 0.05 =	0.15
E. Adequate and competent labor force	0 to 3	2.0	x 0.05 =	0.10
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	3.0	x 0.05 =	0.15

EQUIPMENT: 10%

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

Initial Rating:

2.28

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

0.00

Ratings:

Final Rating:

2.28

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

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

G: 5-10 days aggregate total for gaps in working days.

Field Inspector

Date

Chief Inspector

Date

Engineer

Date

Contractor

Date 12/16/2022

Iowa American quantities - Kynnleworth Drive Reconstruction (PW0558)

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>COST</u>
Granular Subbase Base, GR14, (6")	88	SY	\$7.90	\$695.20
Driveway, P.C.C. (6")	88	SY	\$55.00	\$4,840.00
P.C.C. Sidewalk, 4-inch	1268	SF	\$8.00	\$10,144.00
HMA Full Depth Repair Patch	31	SY	\$95.00	\$2,945.00
Select Topsoil, (4")	338	SY	\$7.00	\$2,366.00
Sodding and Fertilizing	338	SY	\$7.00	\$2,366.00

Total	\$23,356.20
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MEETING DATE: January 3, 2023
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: All

Item Title:

Resolution accepting improvements for the 2022 Sidewalk Repair Program.

Explanation:

Americore, LLC of Davenport, Iowa has satisfactorily completed all work on the project. The original purchase order was approved for \$310,000.00. The final construction cost for the project was \$333,823.90.

Change Order #1 was issued to cover several items that required attention during the construction season. A large amount of sidewalk was removed and replaced at Crow Creek Park which was included in the original contract, however, during the work several adjacent areas had to be added due to undermining and some additional drainage work included to prevent the undermining. Also, staff received several calls during the summer regarding Dove Ct., Crow Creek Rd., Victoria St. and Maplecrest Blvd. These areas were determined to require immediate repair and could not be pushed until the 2023 construction season.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

This project (PW0550) was approved with an initial total budget of \$310,000.00 within the Community Improvement Program (CIP). The initial purchase order was approved for \$310,000.00 and the final construction cost is \$333,823.90. The funding for the change order will come from unused recreational trail repair dollars.

List Attachments:

Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO. _____-23

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE 2022 SIDEWALK REPAIR PROGRAM

WHEREAS, on the 5th day of July, 2022, the City of Bettendorf entered into contract with Americore, LLC of Davenport, Iowa for the construction of certain improvements to the street system of said City; namely, the

2022 Sidewalk Repair Program

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$334,849.90.

Passed, Approved and Adopted this 3rd day of January, 2023.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

2022 Sidewalk Repair Program

Project #: PW0550

FY Budgeted:	22/23
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Resol. for award:	201-22
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	334,849.90
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CO Number	Description		Actual
1	Additional Work		23,823.90
			-
			-
			-
Total Change Orders Amount			23,823.90

[illegible]

CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

Projects: PW0558 - 2022 Sidewalk Repair Program

Contractor: Americore Construction (Vendor #20265)

☒ Primary

☐ Subcontract

Point

Range

Score

Points
Earned

WORK PERFORMANCE: 55%

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

CONTINUITY OF WORK SCHEDULE: 20%

C. Minimum gaps between work days	0 to 3	2.0	x 0.20 =	0.40
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ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	2.0	x 0.05 =	0.10
E. Adequate and competent labor force	0 to 3	3.0	x 0.05 =	0.15
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	3.0	x 0.05 =	0.15

EQUIPMENT: 10%

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

Initial Rating: **2.75**

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

Ratings:

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

Final Rating: **2.75**

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

Field Inspector

Date

Engineer

Date

Chief Inspector

Contractor

Date

Date



MEETING DATE: January 3, 2023
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 3 & 4

Item Title:

Resolution accepting improvements for the Tanglewood Road Reconstruction Project from Devils Glen Road to Silver Oaks Lane.

Explanation:

CDMI Concrete Contractors, Inc. of Port Byron, Illinois has satisfactorily completed all work on the project. The original purchase order was approved for \$1,675,000. The final construction cost for the project was \$1,651,713.05.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

This project (PW0533) was approved with an initial total budget of \$1,675,000 within the Community Improvement Program (CIP). The initial purchase order was approved for \$1,675,000 and the final construction cost is \$1,651,713.05.

List Attachments:

Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO. _____-23

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE TANGLEWOOD ROAD
RECONSTRUCTION PROJECT FROM DEVILS GLEN ROAD TO SILVER OAKS LANE

WHEREAS, on the 5th day of April, 2022, the City of Bettendorf entered into contract with CDMI Concrete Contractors, Inc. of Port Byron, Illinois for the construction of certain improvements to the street system of said City; namely, the

Tanglewood Road Reconstruction Project from Devils Glen Road to Silver Oaks Lane

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$1,657,557.95.

Passed, Approved and Adopted this 3rd day of January, 2023.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Tanglewood Road Reconstruction

Project #: PW0533

FY Budgeted:	22/23
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Resol. for award:	96-22
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	1,657,557.95
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CO Number	Description		Actual
			-
			-
			-
Total Change Orders Amount			-

Expenditure Category	Vendor / Description	Actual
Construction Contract	CDMI	1,651,713.05
Testing	Terracon	5,324.70
Notice of Storm Water Discha	QC Times	20.20
Easement	3877 Tanglewood	500.00
Final Total Project Cost		1,657,557.95

CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

Projects: PW0533 - Tanglewood Road Reconstruction

Contractor: CDMI (Vendor #18183)

☒ Primary

☐ Subcontract

Point
Range

Score

Points
Earned

WORK PERFORMANCE: 55%

A. Completion on schedule	0 to 3	2.0	x 0.275 =	0.55
B. Quality of the finished product	0 to 3	3.0	x 0.275 =	0.83

CONTINUITY OF WORK SCHEDULE: 20%

C. Minimum gaps between work days	0 to 3	1.0	x 0.20 =	0.20
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ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	2.0	x 0.05 =	0.10
E. Adequate and competent labor force	0 to 3	3.0	x 0.05 =	0.15
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	3.0	x 0.05 =	0.15

EQUIPMENT: 10%

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

Initial Rating: **2.28**

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

Ratings:

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

Final Rating: **2.28**

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

C 5-10 days w/ gaps between working days in aggregate total for the project.

Field Inspector

Date

Chief Inspector

Date

Engineer

A1:L62

Date

Contractor

Date



MEETING DATE: January 3, 2023

COUNCIL LETTER

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for Pearce Subdivision. (Case 22-075)

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

Scott Pearce is proposing a 4-lot subdivision and development 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 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 future, full development of the site includes multiple contractor condos, a pool distribution center/headquarters, and associated materials/storage building (see Blue Water Group Concept Plan – Attachment G). At this time, the applicant is seeking approval for just two buildings containing contractor condos and the construction of associated private access drives and public street right-of-way (see Site Development Plan – Attachment H).

The Planning and Zoning Commission made a recommendation for approval of the site development plan request by a 6-0 margin at the December 21, 2022 meeting. Consult the staff report for further detail.

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) Pearce Subdivision Final Plat; (G) Concept Plan; (H) Site Development Plan; (I) Elevations; (J) Staff Report; (K) Planning and Zoning Commission report to the Mayor and City Council; (L) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

RESOLUTION NO. _____ - 23

**RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
PEARCE SUBDIVISION**

WHEREAS, Scott Pearce/Blue Water Group has submitted a site development plan for Pearce Subdivision, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for Pearce Subdivision.

PASSED, APPROVED, AND ADOPTED this 3RD day of January 2023.

Robert S. Gallagher, Mayor

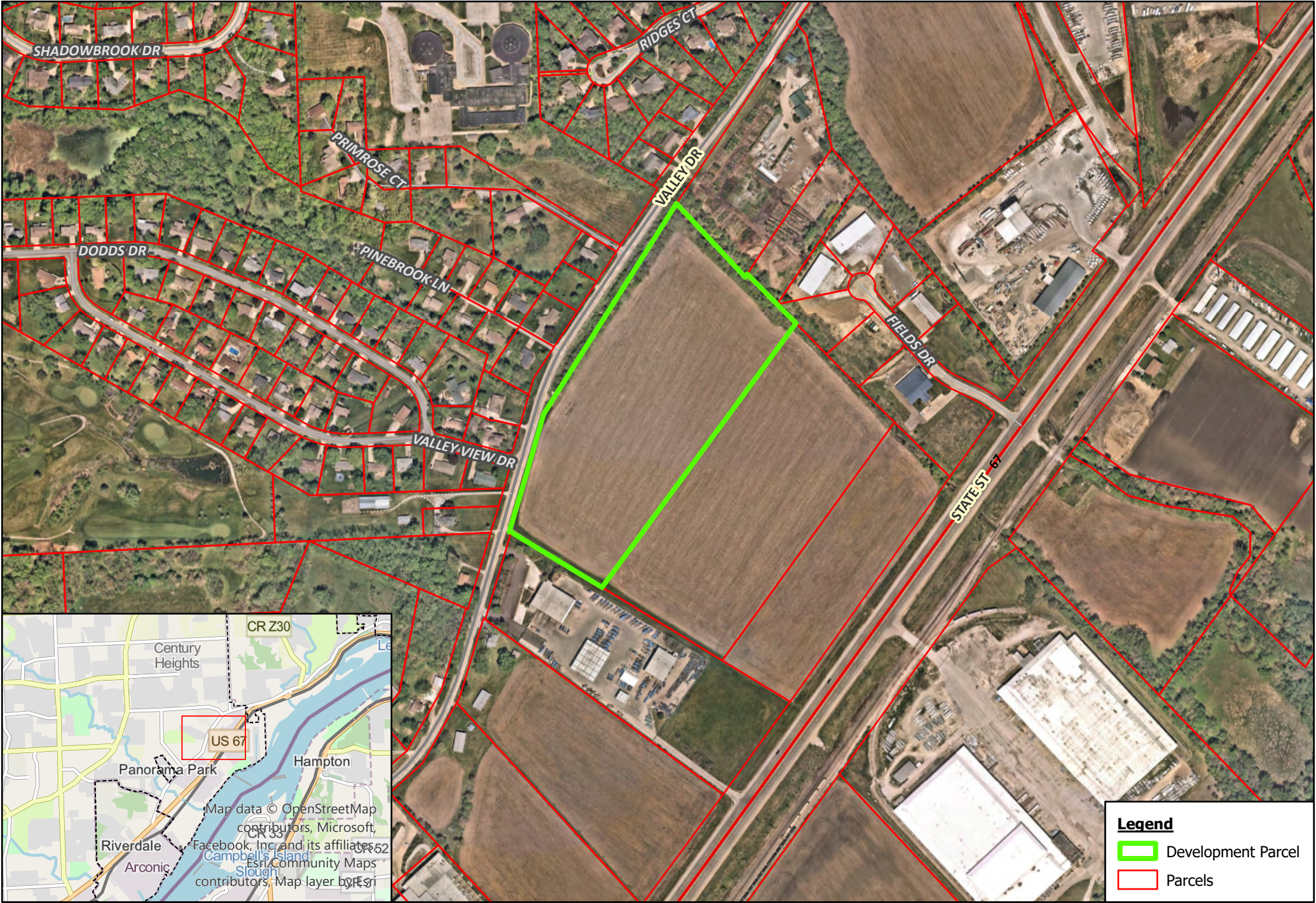
ATTEST:

Decker P. Ploehn, City Clerk

Case 22-075: 6500 Block of Valley Drive Site Development Plan (Contractor Condos) Aerial

1 Inch = 456 Feet
0 175 350 700 1,050 Feet

N



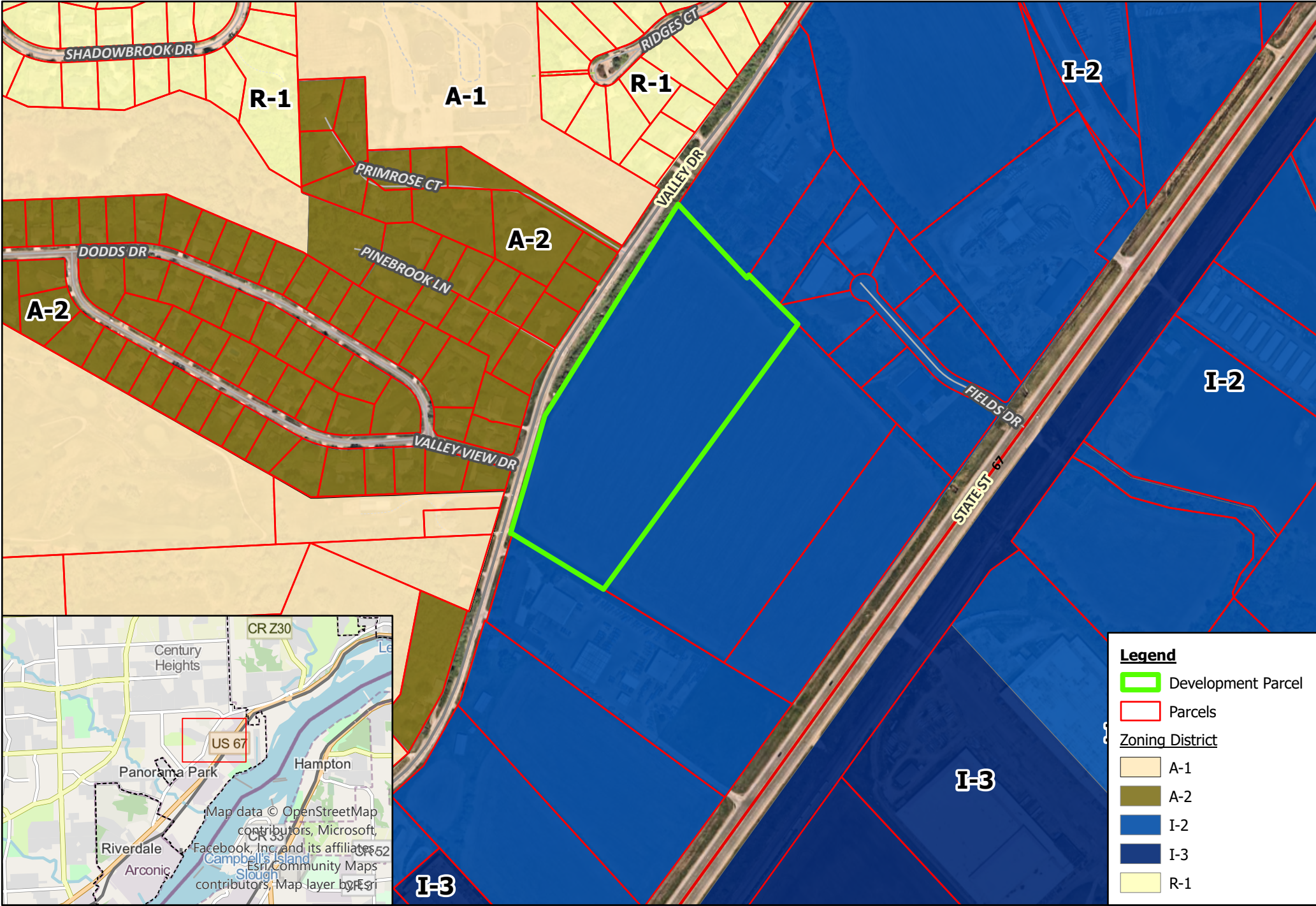
Legend

- Development Parcel
- Parcels

Case 22-075: 6500 Block of Valley Drive Site Development Plan (Contractor Condos) Zoning

1 Inch = 456 Feet
0 175 350 700 1,050 Feet

N



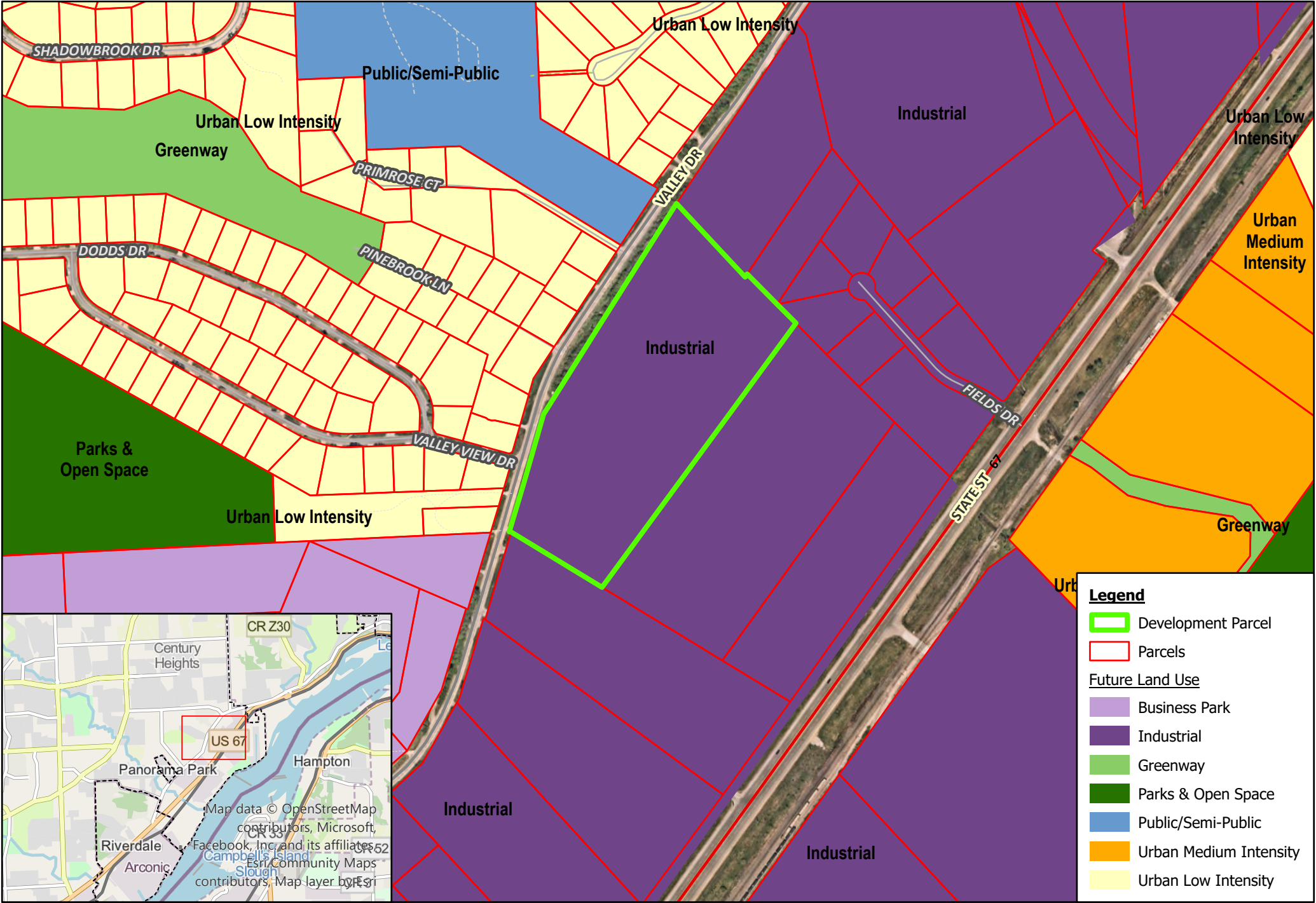
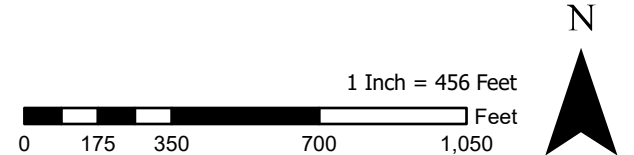
Legend

- Development Parcel
- Parcels

Zoning District

- A-1
- A-2
- I-2
- I-3
- R-1

Case 22-075: 6500 Block of Valley Drive Site Development Plan (Contractor Condos) Future Land Use

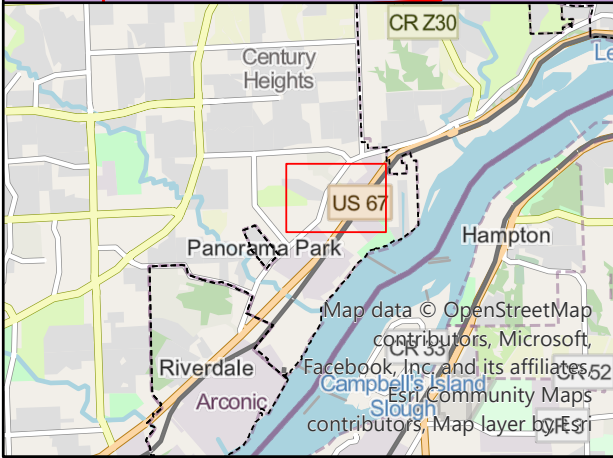


Legend

- Development Parcel
- Parcels

Future Land Use

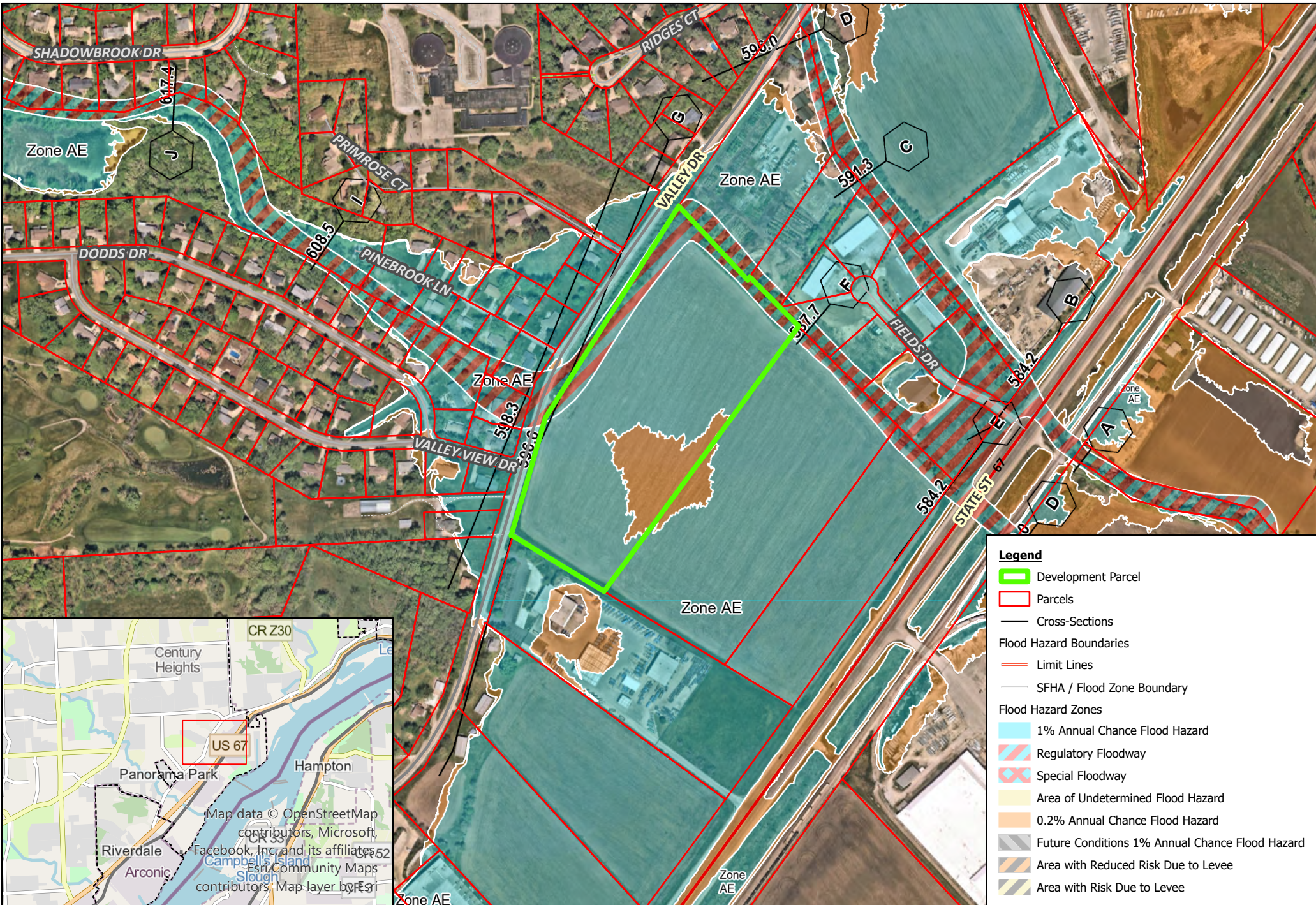
- Business Park
- Industrial
- Greenway
- Parks & Open Space
- Public/Semi-Public
- Urban Medium Intensity
- Urban Low Intensity



Case 22-075: 6500 Block of Valley Drive Site Development Plan (Contractor Condos) Floodplain

1 Inch = 456 Feet
0 175 350 700 1,050 Feet

N



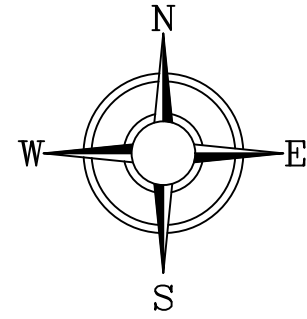
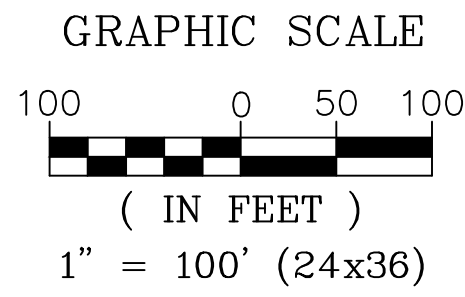
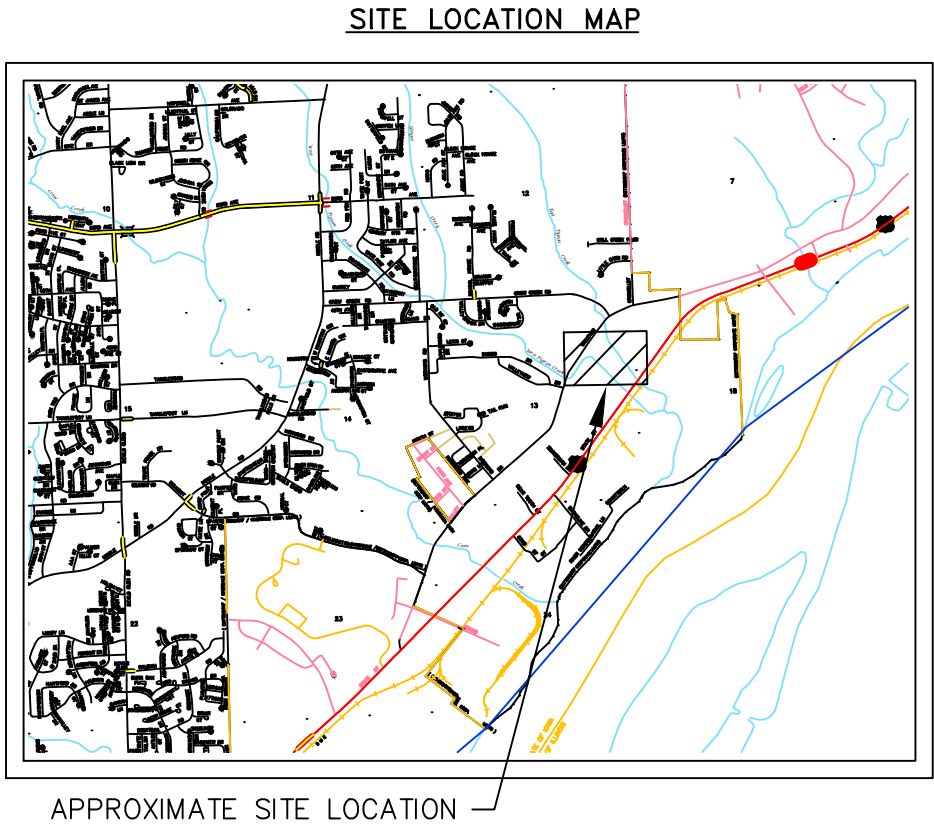
Legend

- Development Parcel
- Parcels
- Cross-Sections
- Flood Hazard Boundaries
- Limit Lines
- SFHA / Flood Zone Boundary
- Flood Hazard Zones
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee

PRELIMINARY PLAT

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.



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.

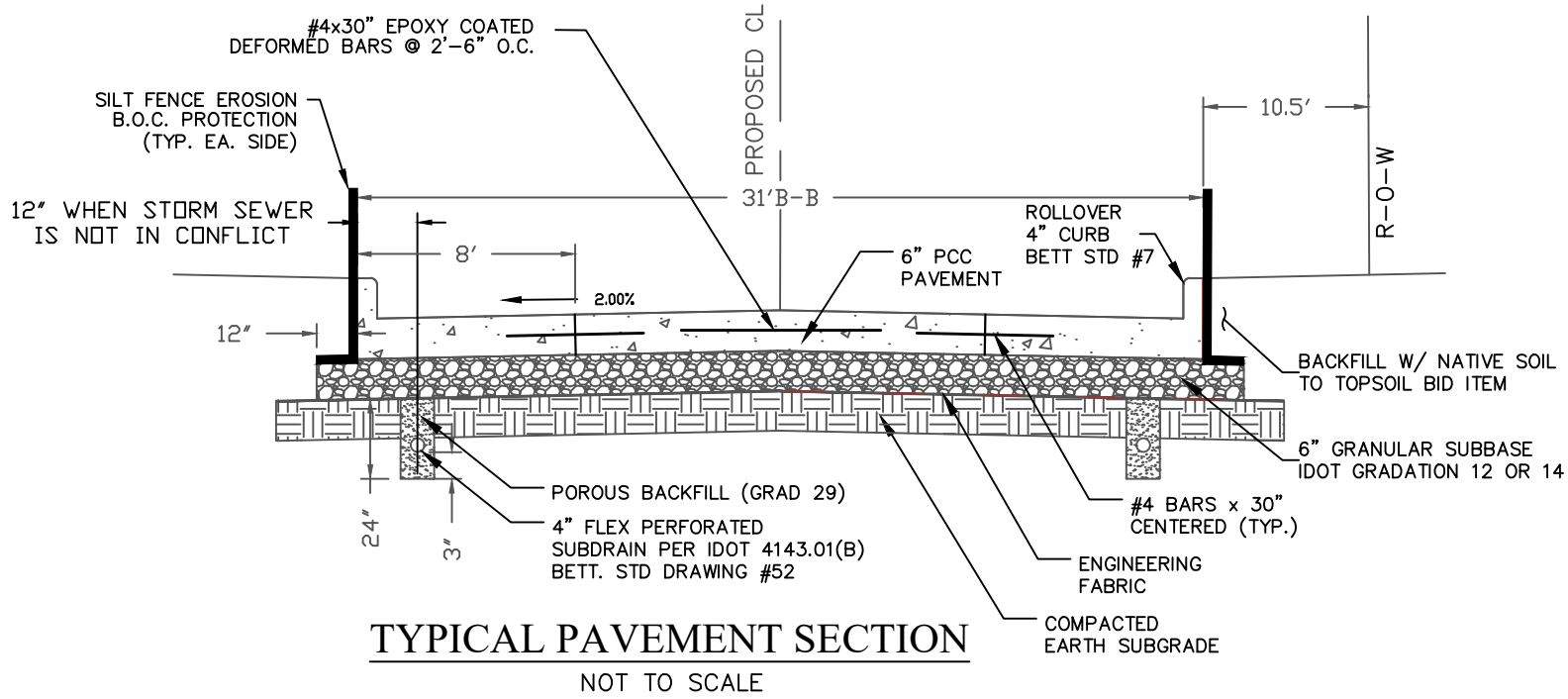
ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL, IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.

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.



TYPICAL PAVEMENT SECTION
NOT TO SCALE

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	—○—	
---	EXISTING SANITARY	⊙	EXISTING BUSH	—○—	
---	PROPOSED SANITARY	⊙	EXISTING MANHOLE	—○—	
---	EXISTING STORM SEWER	⊙	EXISTING FIRE HYDRANT	—○—	
---	PROPOSED STORM SEWER	⊙	FOUND PROPERTY PIN	—○—	
---	EXISTING WATER	⊙	CONTROL POINT	—○—	
---	PROPOSED WATER	⊙			
---	EXISTING GAS LINE	⊙			
---	EXISTING ELECTRIC	⊙			

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

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
23503

My license renewal date is December 31, 2017.
Pages or sheets covered by this seal: This Sheet

FINAL PLAT
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.

APPROVAL SIGNATURES:

MAYOR DATE:

CITY CLERK DATE:

CHAIRMAN PLAN & ZONE DATE:

CENTURY LINK DATE:

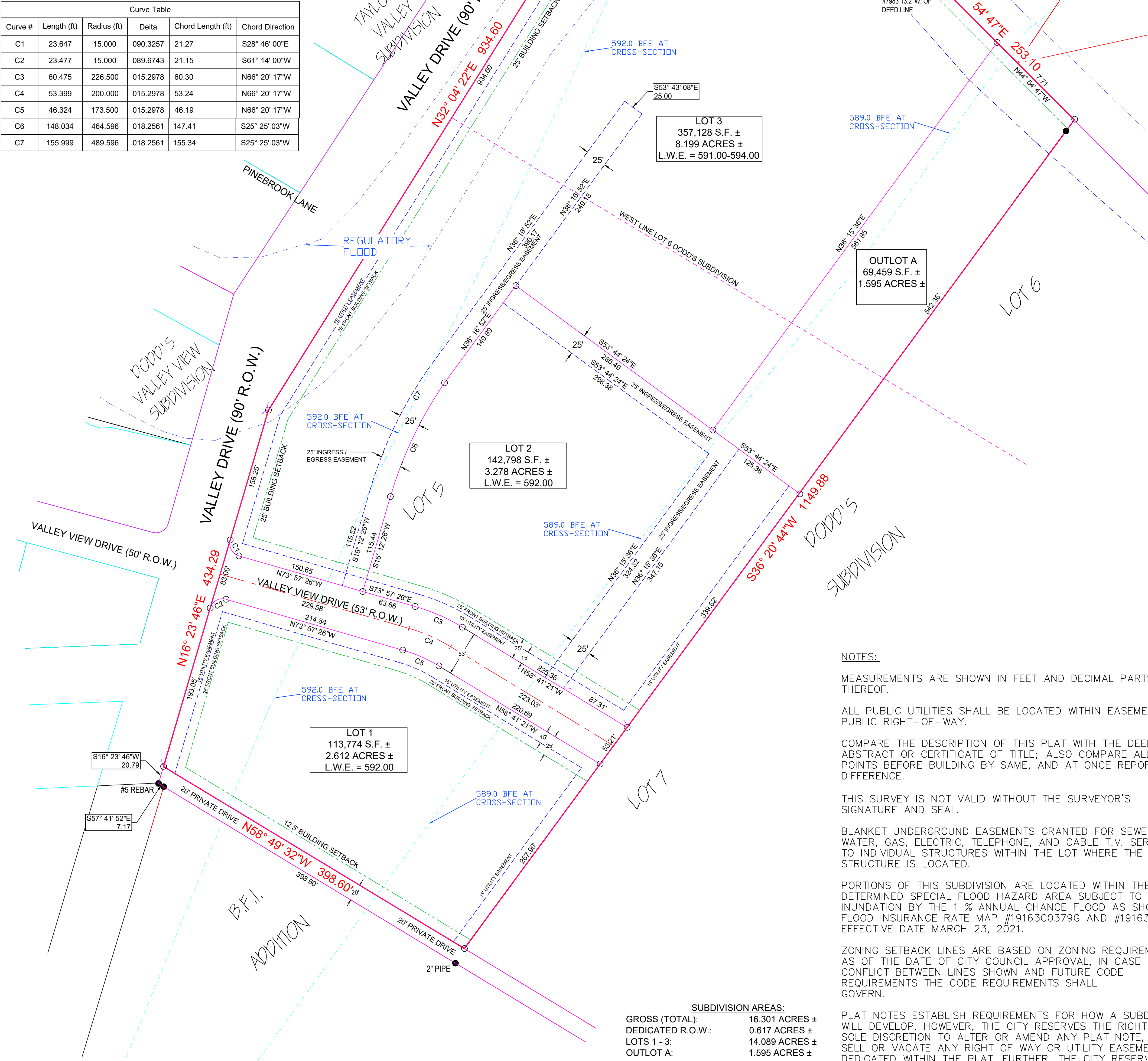
IOWA - AMERICAN WATER COMPANY DATE:

MEDIACOM DATE:

MIDAMERICAN ENERGY DATE:
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

METRONET DATE:

Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	23.647	15.000	090.3257	21.27	S28° 46' 00"E
C2	23.477	15.000	089.6743	21.15	S61° 14' 00"W
C3	60.475	226.500	015.2978	60.30	N66° 20' 17"W
C4	53.399	200.000	015.2978	53.24	N66° 20' 17"W
C5	46.324	173.500	015.2978	46.19	N66° 20' 17"W
C6	148.034	464.596	018.2561	147.41	S25° 25' 03"W
C7	155.999	489.596	018.2561	155.34	S25° 25' 03"W



NOTES:

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

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PORTIONS OF THIS SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1 % ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAP #19163C0379G AND #19163C0387G, 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.

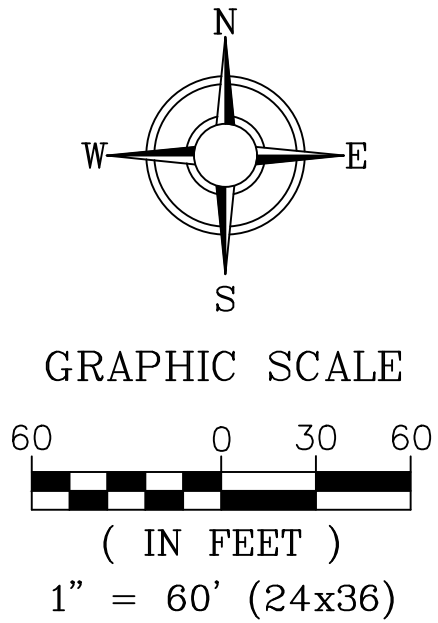
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LOW WATER ENTRY (L.W.E.) IS NOTED FOR EACH LOT. NAVD 88.

OUTLOT A SHALL BE DESIGNATED FOR STORM WATER DETENTION. OUTLOT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

SUBDIVISION AREAS:	
GROSS (TOTAL):	16.301 ACRES ±
DEDICATED R.O.W.:	0.617 ACRES ±
LOTS 1 - 3:	14.089 ACRES ±
OUTLOT A:	1.595 ACRES ±

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



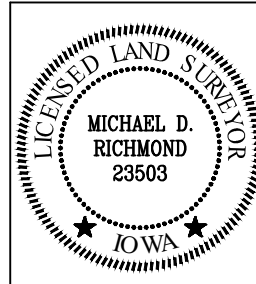
1. Owner:
Blue Water Group
4545 Ashworth Court
Bettendorf, Iowa 52722

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:
Alex Barnett
220 N. Main Street, Ste. 600
Davenport, IA 52801
Ph: (563) 333-6646

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



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2023.
Pages or sheets covered by this seal: THIS SHEET



DATE: 11/29/2022
TE PROJECT NO: 563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: MDR
CHECKED BY: MDR
DRAWING LOCATION: S:\BLUE WATER GROUP\VALLEY DRIVE\PRELIMINARY PLAT

REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT
FINAL PLAT
PEARCE SUBDIVISION
BETTENDORF, IOWA

DEVELOPER
BLUE WATER GROUP
4545 ASHWORTH COURT
BETTENDORF, IOWA 52722

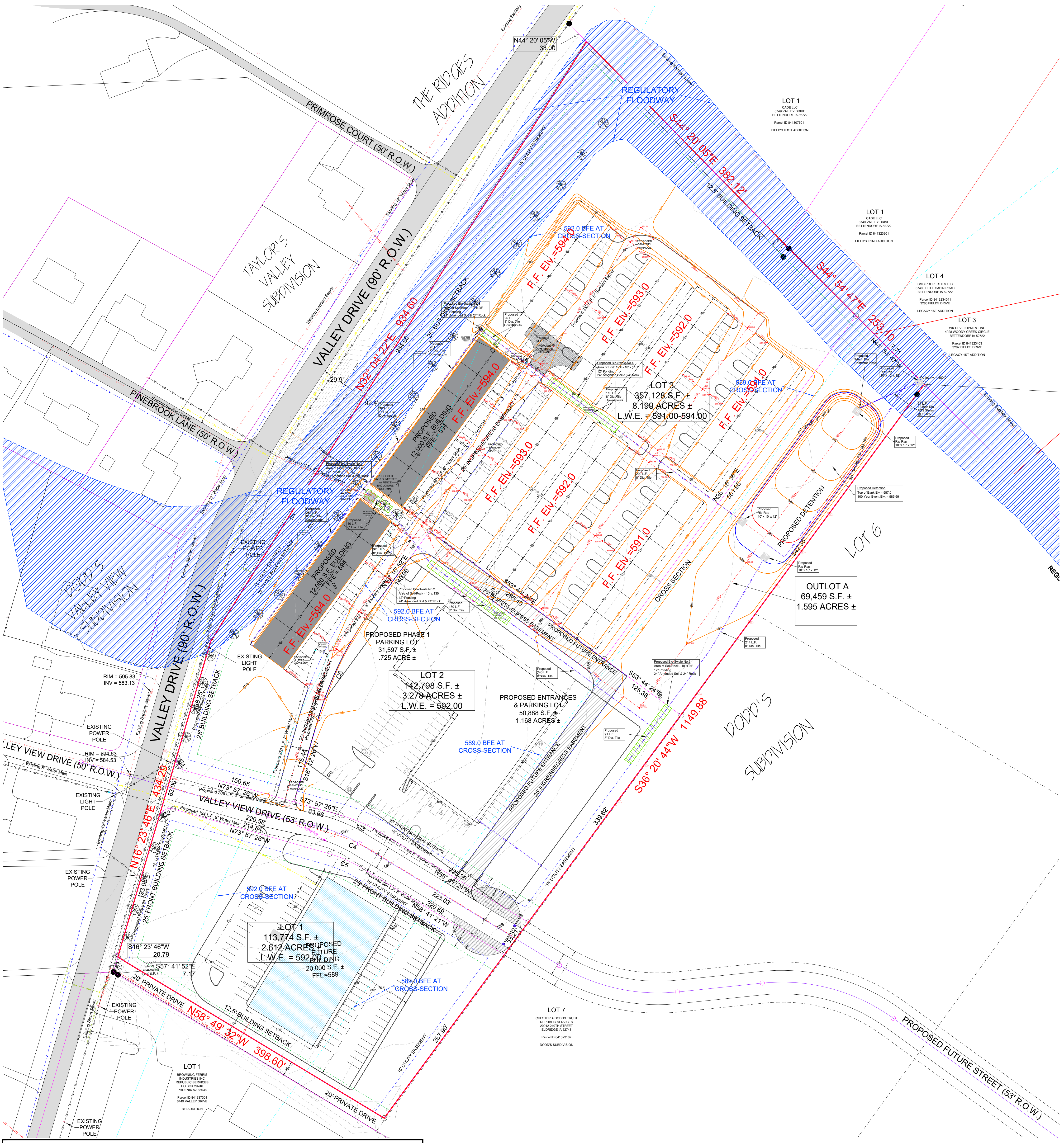
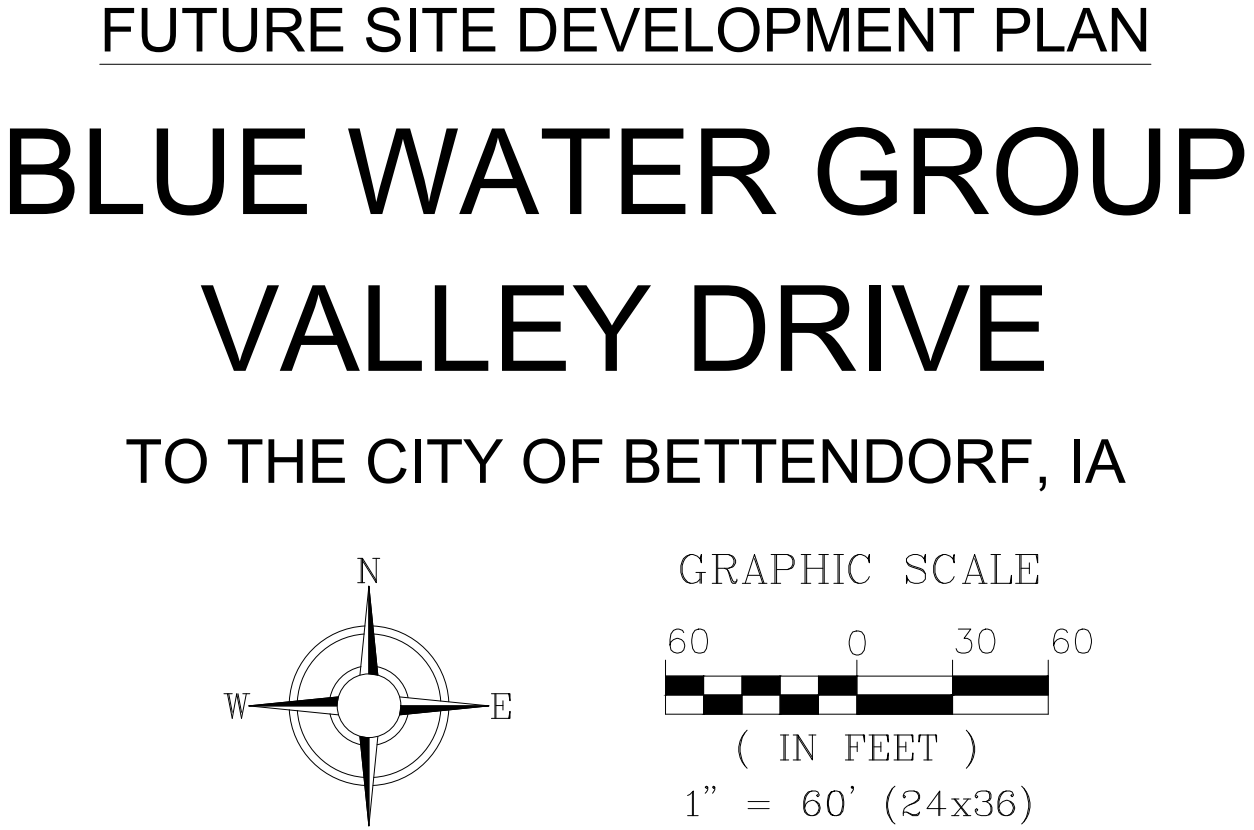
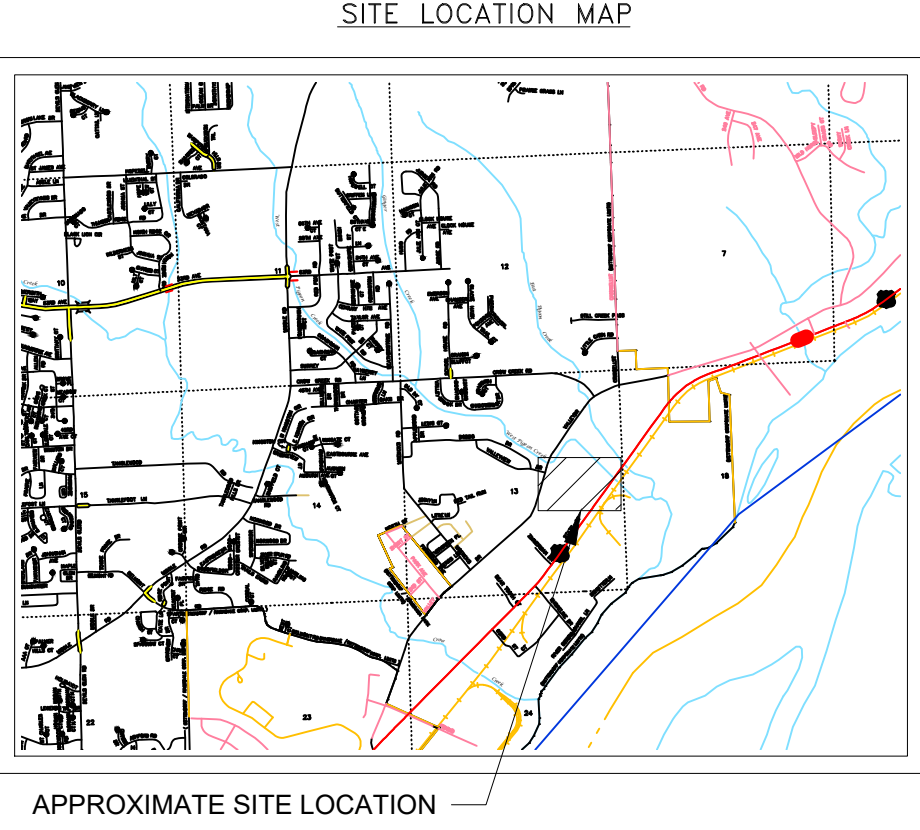
SHEET NO.
1
OF
1

GENERAL NOTES

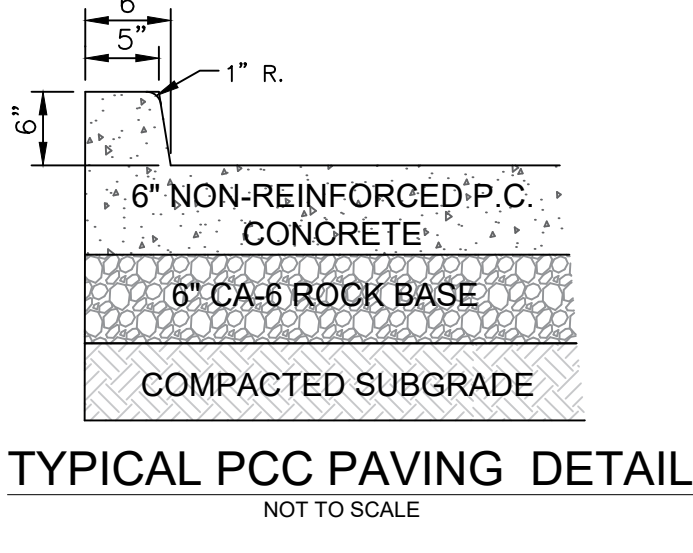
- ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
- LEGAL DESCRIPTION OF PROPERTY: LOT 5 OF DODD'S SUBDIVISION IN 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.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF BETTENDORF AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

GENERAL NOTES CONT.

- PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO DRAIN OR TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
- ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
- CONCRETE PAVEMENT SHALL CONFORM TO THE REQUIREMENTS OF IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAYS AND BRIDGE CONSTRUCTION, SECTION 2301, PORTLAND CEMENT CONCRETE PAVEMENT. CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BETTENDORF STANDARDS AND SPECIFICATIONS.
- ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
- NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.



LEGEND:			
	EASEMENT		EXISTING GAS VALVE
	SETBACK LINE		EXISTING WATER VALVE
	CENTERLINE		EXISTING UTILITY POLE
	PROPERTY BOUNDARY		EXISTING LIGHT POLE
	EXISTING FENCE		EXISTING TREE
	EXISTING SANITARY		EXISTING BUSH
	PROPOSED SANITARY		EXISTING MANHOLE
	EXISTING STORM SEWER		EXISTING FIRE HYDRANT
	PROPOSED STORM SEWER		FOUND PROPERTY PIN
	EXISTING WATER		CONTROL POINT
	PROPOSED WATER		
	EXISTING GAS LINE		
	EXISTING ELECTRIC		



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

Christopher R. Townsend, P.E.
License number: 14864
My license renewal date is December 31, 2022.
Pages or Sheets covered by this seal: CO-C7

12-13-2022
Date



DATE:
9-27-2022

563.386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: TAS
CHECKED BY: CRT
DRAWING LOCATION:
S:\BLUE WATER GROUP\ VALLEY DRIVE\SITE PLAN.DWG

NO.	REVISIONS: DESCRIPTION	DATE

FUTURE SITE DEVELOPMENT PLAN
PARCEL ID: 841321605
VALLEY DRIVE
BETTENDORF, IOWA 52722

DEVELOPER
BLUE WATER GROUP
4545 ASHWORTH COURT
BETTENDORF, IOWA 52722

SHEET NO.
CO

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

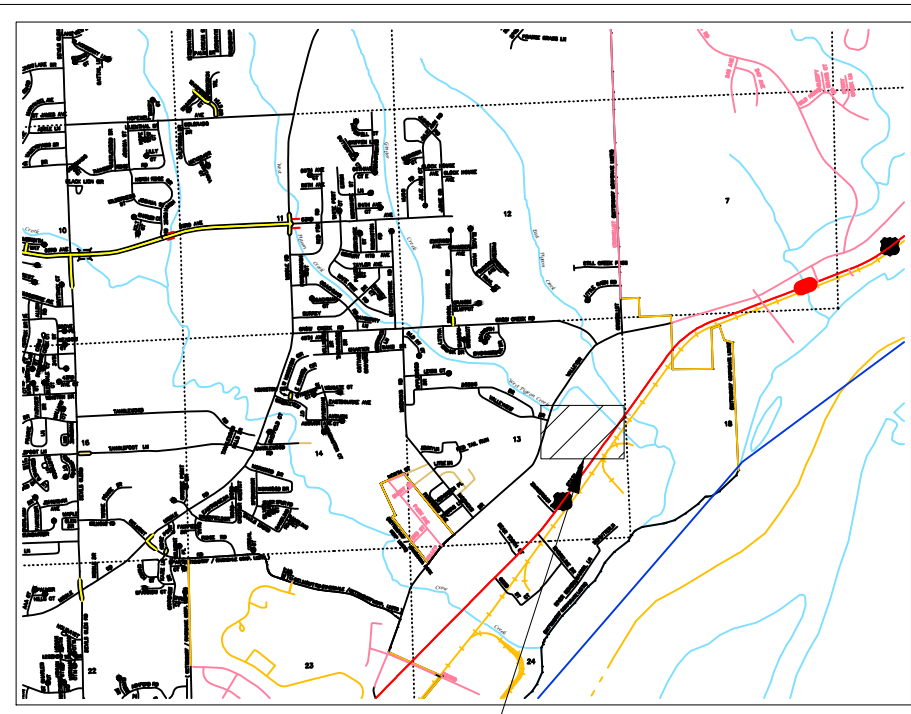
Parking: Equipment Servicing or Manufacturing

1 Space for Each 2 Employees + 1 for Each Work Vehicle

Total Required Parking Spaces = 24

Total Proposed Parking Spaces = 24

SITE LOCATION MAP

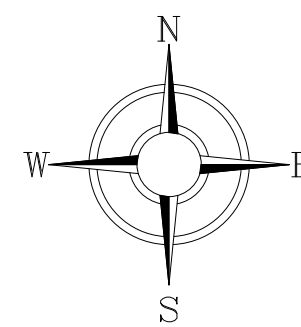


APPROXIMATE SITE LOCATION

SITE PLAN

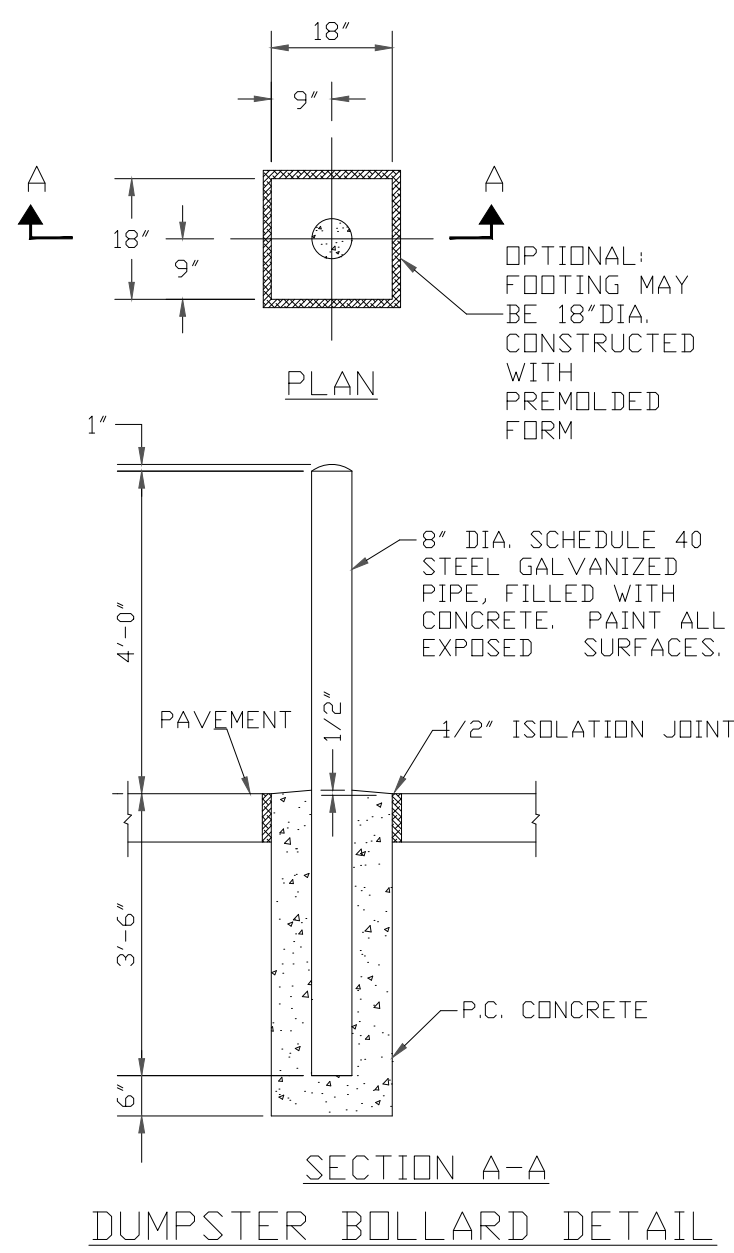
BLUE WATER GROUP VALLEY DRIVE

TO THE CITY OF BETTENDORF, IA



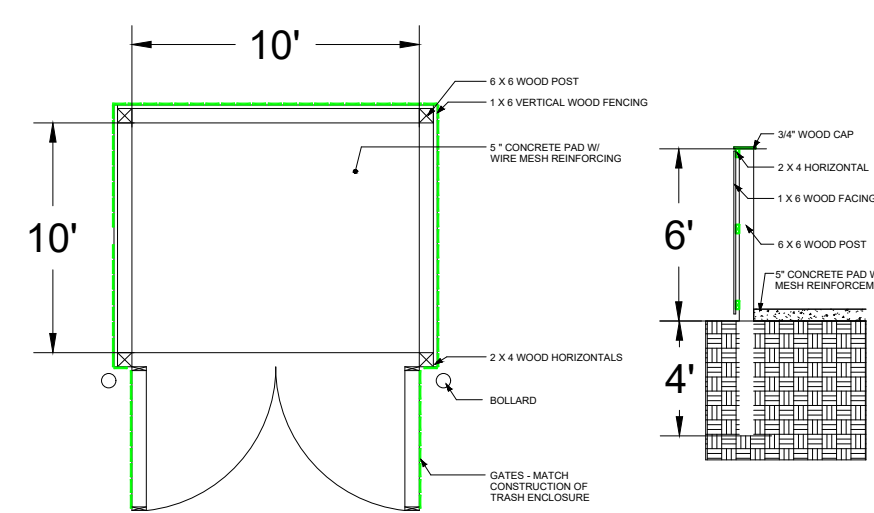
GRAPHIC SCALE

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



SECTION A-A
DUMPSTER BOLLARD DETAIL

NOT TO SCALE



DUMPSTER DETAIL

NOT TO SCALE

I-2 Landscaping Requirements

PHASE ONE

1 Tree Factor for Every 700 S.F. of Street-Yard Greenspace

Minimum I-2 Depth (20') x Width of the Lot (468') = 9,360 S.F. of Minimum Greenspace

9,360 / 700 = 13.37 Required Tree Factors

Proposed Street-Yard Depth (84.5') x Width of the Lot (468') = 39,546 S.F. of Proposed Street-Yard Greenspace
Bonus Street-Yard Greenspace = 30,186 S.F.

9,360 S.F. / 30,186 S.F. = 31% or 69% Bonus Greenspace
69% / 3% = 23% Tree-Factor Deduction

13.37 x 77% = 10.29 (11) Required Street-Yard Tree Factors

5% of Interior Area of Small Parking Lots Must Be Greenspace
31,597 x .05 = 1,580 S.F. of Required Parking-Lot Greenspace

1 Tree Factor for Every 500 S.F. of Parking-Lot Greenspace

1,580 / 500 = 3.16 (4) Required Parking-Lot Tree Factors



GENERAL NOTES

- ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
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GENERAL NOTES CONT.

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LEGEND:

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



DATE:
9-27-2022

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

DRAWN BY: TAS

CHECKED BY: CRT

DRAWING LOCATION:
S:\BLUE WATER GROUP\VALLEY DRIVE\SITE PLAN.DWG

REVISIONS:

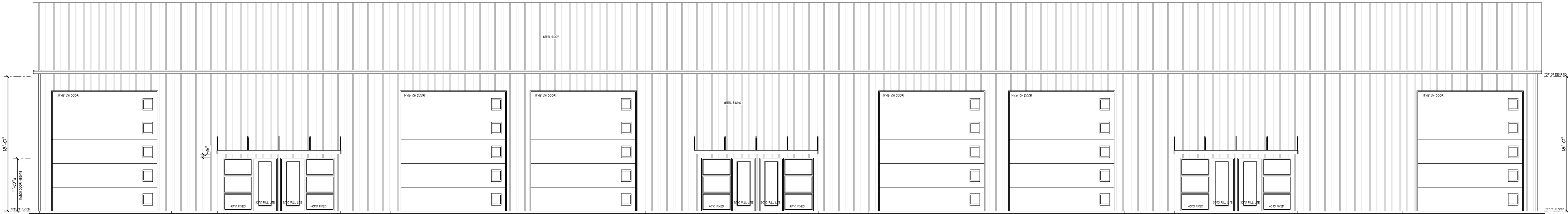
NO.	DESCRIPTION	DATE

SITE PLAN
PARCEL ID: 841321605
VALLEY DRIVE
BETTENDORF, IOWA 52722

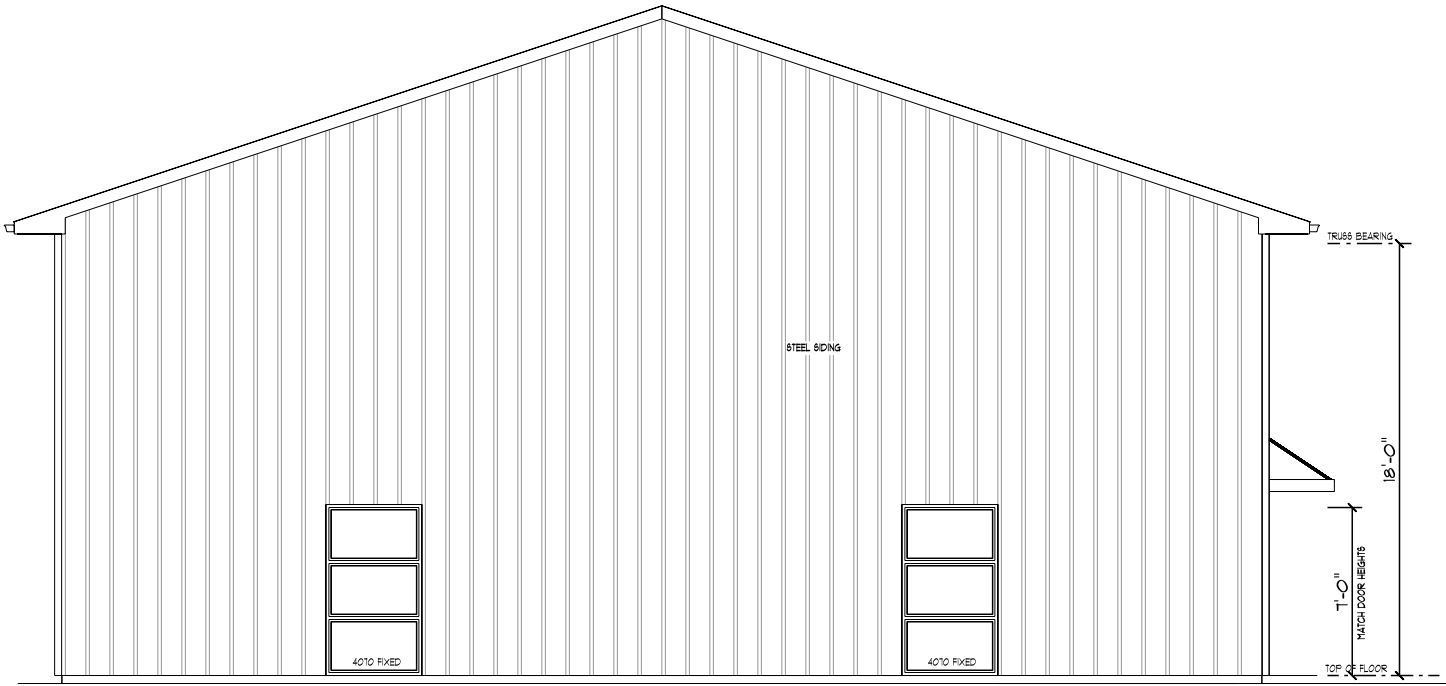
DEVELOPER
BLUE WATER GROUP
4545 ASHWORTH COURT
BETTENDORF, IOWA 52722

SHEET NO.

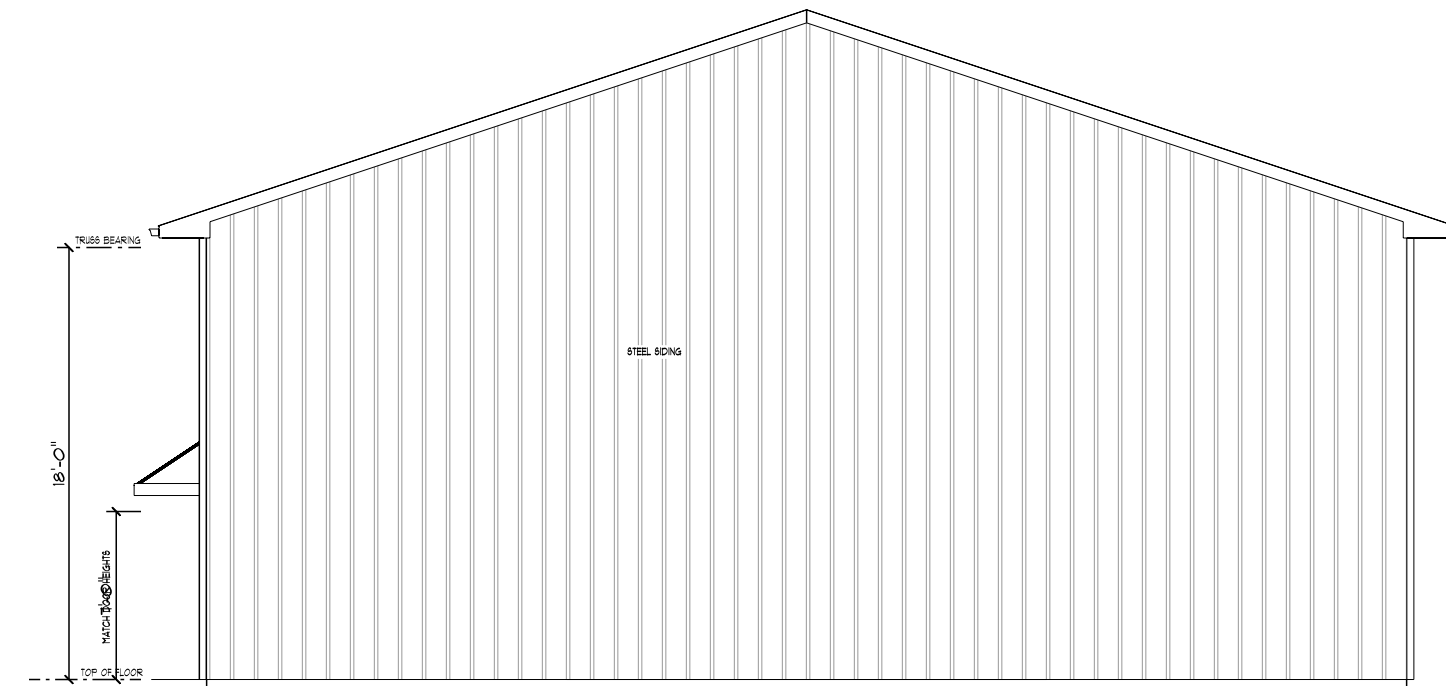
C2



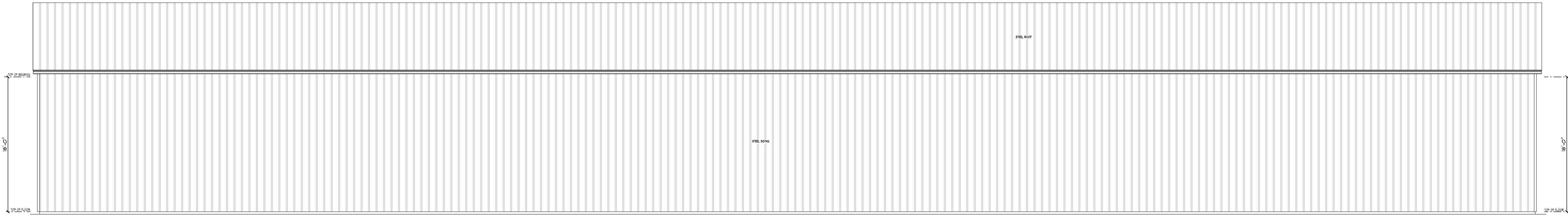
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



REAR ELEVATION
SCALE: 1/8" = 1'-0"

THESE PLANS HAVE BEEN PREPARED AS A DRAFTING SERVICE ONLY. EVERY ATTEMPT HAS BEEN MADE IN PREPARATION OF THESE PLANS TO PROVIDE ACCURATE DIMENSIONS AND CONFORMITY TO UNIFORM BUILDING CODES. IT SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND DRAWING DETAILS WITH ALL SUBCONTRACTORS AND OWNERS. THEREFORE, RELEASING ANY LIABILITY WITH THE MAKER OF THESE PLANS.

BIRDSEYE DESIGN LLC
RESIDENTIAL DRAFTING
CUSTOM HOMES, REMODELS
DAVE LUDIN
563.357.8630
birdseyedesign@gmail.com

VALLEY DRIVE 50' x 200' STORAGE BUILDINGS
BETTENDORF, IA

THE WADE GROUP
DESIGN & DEVELOPMENT CO.
SCOTT K. PEARCE - PRESIDENT
MOBILE: 563-528-0095

DRAWN BY:
DAVE LUDIN

REVISIONS:
10-01-22 PRELIMS
10-11-22 REVISIONS
11-08-22 FINALS

DRAWING:
1 OF 3



COMMUNITY DEVELOPMENT

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

December 21, 2022 Planning & Zoning Commission Meeting

Staff Report

Case No. 22-096 & Case No. 22-075

Applications: Pearce Subdivision – Final Plat (Case No. 22-096), Bluewater Group – Site Development Plan (Case No. 22-075)

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 and development 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 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).

Final Plat

The preliminary plat for the subdivision was reviewed at the November 16, 2022 Planning & Zoning Commission Meeting and subsequently approved by City Council (see Pearce Subdivision Preliminary Plat – Attachment E). The final plat for the proposed subdivision shows a total of four lots, including one outlot reserved for storm water detention (see Pearce Subdivision Final Plat – Attachment F). 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 final plat differs from the approved preliminary plat in the following instances: the inclusion of a 25-foot ingress/egress easement to Lot 3 and the outlot and the reconfiguration and resizing of Lots 2, 3, and the outlot. The final plat reconfigures Lot 3 to contain all Valley Drive frontage located north of the proposed street right-of-way. All other notes, easements, and boundaries that are on the preliminary plat remain the same in the proposed final plat. The changes still meet all zoning and subdivision requirements, thus staff is recommending approval of the final plat.

Site Development Plan

The proposed uses for the subdivision include contractor condos, a pool distribution center/headquarters, and associated materials/storage building (see Blue Water Group Concept Plan – Attachment G). Due to the uses, number of lots, and intensity shown in proposed overall concept plan, staff required the applicant to submit a preliminary and final plat for review. The applicant is currently applying for a site plan review of two buildings containing contractor condos and the construction of associated private access drives and public street right-of-way (see Site Development Plan – Attachment H).

Future Land Use and Comprehensive Plan

This area has consistently been contemplated on the City's Future Land Use Map as Industrial, and this proposal aligns with Bettendorf's industrial growth corridor located along Valley Drive and US-67/State Street. The proposed site plan aligns with Goal A: Develop New Land and Streets and Goal C: Attract and Retain Business and Industry in the Comprehensive Plan.

Zoning Compliance

The proposed four-lot subdivision includes three developable industrial lots and one outlot reserved for storm water detention. The proposed buildings for this site plan are located on Lot 3 of the subdivision and meet all bulk zoning requirements for the I-2 District.

Thoroughfare Plan & Access

The site development plan shows a public street which is to be dedicated and maintained by the City. The street connects to Valley Drive and would provide direct access to Lots 1 and 2. Lot 3 is accessed via two easements containing private drive lanes. 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. The current site plan will only require one private drive lane to be constructed for the two buildings being proposed. The future drive lane will be built when future site plans require its access per fire code.

Off-Street Parking

Each of the proposed buildings are a total of 12,000 square feet in size with the use classification of “equipment servicing or manufacturing” per the zoning code. The off-street parking schedule require one space for each two employees plus one for each work vehicle. Total required parking for the two buildings is 24 spaces, and 24 are provided.

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 industrially-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 when the future development is contemplated to the southeast. 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. At this time, a sidewalk will not be required.

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.

Landscaping

The site development plan meets the minimum required tree factors, showing a total of 15 tree factors in the street yard and parking lot areas. The riparian area of West Fork Pigeon Creek also contains existing brush and trees at the site which will remain.

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.

Elevations & Floor Plan

Each contractor condo unit is proposed to have a 14-foot x 16-foot overhead door along with an access door and window (see Condo Elevations – Attachment I). Each unit will be 50 feet deep and 32 to 48 feet wide (1,600 to 2,400 square feet) and contain a bathroom (see Condo Floor Plan – Attachment J). The remainder of the floor area can be altered to the tenant's requirements.

Staff Recommendations

Staff recommends approval of the final plat of Pearce Subdivision (**Case No. 22-096**).

Staff recommends approval of the Bluewater Group site development plan (**Case No. 22-075**) with the following conditions:

1. All developments at the site will require local floodplain development permits.
2. The applicant must submit a comment letter or Conditional Letter of Map Revision (CLOMR) to FEMA prior to any grading or excavating at the site.

Respectfully submitted,

Taylor Beswick
City Planner

January 3, 2023

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 Pearce Subdivision (Case 22-075)

Honorable Mayor and Members of the City Council:

On December 21, 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

5. Case 22-096; Pearce Subdivision, submitted by Scott Pearce/Blue Water Group.
6. Case 22-075; Lots 2 and 3, proposed Pearce Subdivision, submitted by Scott Pearce/Blue Water Group.

Beswick reviewed the staff reports.

Kappeler asked for clarification of where the access would be constructed for the first phase of development and how fire apparatus would navigate the site. Beswick explained that the private drives on Lots 2 and 3 and the city right-of-way would be available which will provide access.

Kappeler asked if the entirety of Lots 1 and 2 would be graded right away. Morlok explained that the entirety of the site will be graded and that the extension of Valley View Drive would be built as a part of this project. He commented that the driveway access to the buildings will be permanent paving and that a fire lane will also be constructed.

Ormsby asked if the required parking is different than the off-street parking shown. Morlok explained that the required parking is provided by the spaces in front of the buildings and in the interior of the buildings.

Wennlund asked for clarification of what greenspace would remain. Morlok explained that most of the site will remain green, adding that the only paving that will take place in the first phase is the city street, driveway access, parking, and the temporary turnaround. Morlok stated that once the grading of the site is completed, it will be seeded. He commented that the developer has already been doing some clearing of dead underbrush.

Kappeler asked if the detention basin pond would be built in the first phase. Morlok confirmed this.

A brief discussion was held regarding the type of screening that would be located at the intersection of Valley Drive and Valley View Drive.

John Jones, 6516 Valley Drive, asked if the condos would be residential or industrial. Beswick stated that they would be industrial. Ormsby commented that they would be used as office and storage space for contractors.

John Schutter, 5541 Valley Drive, asked if the grading of the site would affect the easement that runs through his property and that of his neighbor to the south of the proposed development. He commented that if the property has to be raised 2-3 feet it may impact the private drive easement. He asked if sewer and water would be installed at such time as the road is constructed. Morlok explained that the developer is required to bring sewer to the edge of the lot so that it can be extended to the south. He added that he would anticipate that water would be extended as well.

Chris Townsend, engineer representing the applicant, explained that while the proposed building will have to be elevated 2 feet about the base flood elevation, the parking does not. He stated that the grading of the site will transition to the south such that there will be no drainage from the

developer's property to the adjacent property because of the detention basin that will be built. He added that there will be better access via the city right-of-way to the adjacent properties.

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

ALL AYES

Motion carried.

On motion by Kappeler, seconded by Adam, that the site development plan be approved subject to staff recommendations.

ALL AYES

Motion carried.



MEETING DATE: January 3, 2023

COUNCIL LETTER

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for 22-095 2306 56th Ave. West (Case 22-095)

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

Steve Geifman has submitted a site development plan for one building located on Lot 2 of Geifman's 56th Avenue Development Third Addition (see Geifman's 56th Avenue Development Third Addition – Attachment A). The proposed development is located north of 56th Avenue West and west of 18th Street and is adjacent to an existing development containing office uses on Lot 1 of the subdivision (see Aerial Map – Attachment B). The development is located in the C-2, Community Commercial District and is surrounded by R-1, Single-Family Residence to the north and east, and C-2 to the south and west (see Zoning Map – Attachment C).

The site plan proposes one building containing two units of 6,800 square feet and 8,000 square feet in size, respectively (see Site Development Plan – Attachment D). The tenant of the smaller unit will be a financial planner, considered a financial services-office use per code. The tenant of the larger unit will be an oral surgeon, considered a medical office use per code.

The Planning and Zoning Commission made a recommendation for approval of the site development plan request by a 6-0 margin at the December 21, 2022 meeting. Consult the staff report for further detail.

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) Geifman's 56th Avenue Development Third Addition; (B) Aerial Map; (C) Zoning Map; (D) Site Development Plan; (E) Future Land Use Map; (F) Landscape Plan; (G) Building Elevations; (H) Staff Report; (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. _____ - 23

**RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
2306 56TH AVE. WEST**

WHEREAS, Steve Geifman has submitted a site development plan for 2306 56th Ave. West,
and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for
2306 56th Ave. West.

PASSED, APPROVED, AND ADOPTED this 3RD day of January 2023.

Robert S. Gallagher, Mayor

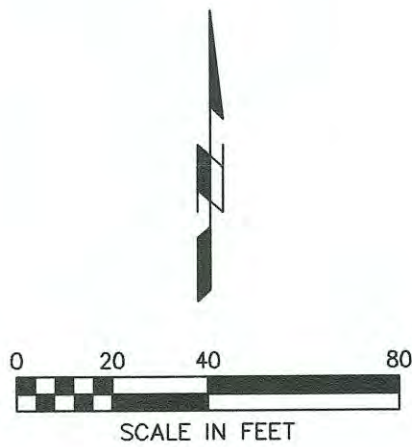
ATTEST:

Decker P. Ploehn, City Clerk

INDEX LEGEND
LOCATION : LOT 2, GEIFMAN'S 56TH AVENUE DEVELOPMENT
2ND ADDITION, BETTENDORF, SCOTT COUNTY,
IOWA
REQUESTOR : KEVAN KADAVY
PROPRIETOR : KEVAN KADAVY
SURVEYOR : JONATHAN BAILEY
SURVEY : SHIVE-HATTERY, INC.
COMPANY : 2838 NORTHGATE DR. IOWA CITY, IA 52245
RETURN TO : SHIVE-HATTERY, INC.

FINAL PLAT

GEIFMAN'S 56TH AVENUE DEVELOPMENT THIRD ADDITION A REPLAT OF LOT 2 GEIFMAN'S 56TH AVENUE DEVELOPMENT SECOND ADDITION TO THE CITY OF BETTENDORF, IOWA



THIS SPACE RESERVED FOR RECORDER'S USE

ZONING

- THIS PARCEL IS ZONED C-2, COMMUNITY COMMERCIAL GENERAL DISTRICT, BETTENDORF, IOWA JURISDICTION
- 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)

FLOOD ZONE

THIS PARCEL IS LOCATED WITHIN ZONE X (AREAS OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FLOOD INSURANCE RATE MAP, MAP NUMBER 19163C0360F AND MAP NUMBER 19163C0378F BOTH DATED FEBRUARY 18, 2011.

GENERAL NOTES

- 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.
- 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.
- SOURCE OF TITLE: DOCUMENT NUMBER 2020-00038525
- PROTECTIVE COVENANTS DOCUMENT NUMBER 2021-00018372

SURVEYOR'S NOTES

- THIS SUBDIVISION CONTAINS 2.400 ACRES MORE OR LESS.
- 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.
- STORM WATER WILL BE ACCOMMODATED IN OUTLOT 2 OF GEIFMAN'S 56TH AVENUE DEVELOPMENT SECOND ADDITION.
- THERE WILL BE A CROSS ACCESS EASEMENT ON THE NORTH SIDE FOR LOTS 1 AND 2.

DESCRIPTION

GEIFMAN'S 56TH AVENUE DEVELOPMENT THIRD ADDITION IS A SUBDIVISION OF LOT 2, GEIFMAN'S 56TH AVENUE DEVELOPMENT SECOND ADDITION (FINAL PLAT RECORDED AS FILE 2021-0037908 AT THE SCOTT COUNTY RECORDER'S OFFICE), BETTENDORF, SCOTT COUNTY, IOWA.

OWNER/DEVELOPER

KEVAN KADAVY
2217 SAINT ANDREWS CIRCLE
BETTENDORF, IOWA 52722

PLANNING AND ZONING COMMISSION

BY: *[Signature]*
DATE: 10-14-22

CITY OF BETTENDORF IOWA

BY: *[Signature]*
ATTEST: *[Signature]*
DATE: 10-12-22



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: *[Signature]* DATE: Aug 9, 2022 8:56 AM
NAME: JONATHAN BAILEY
LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: B1.01

LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
●	IRON ROD - FOUND
○	IRON ROD - SET
✱	X CUT FOUND
✱	X CUT SET

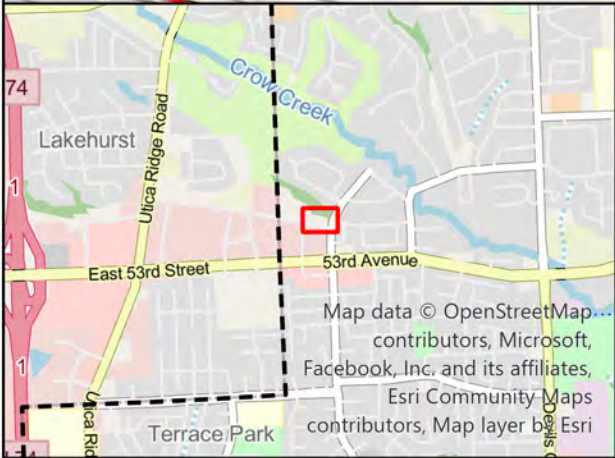
IOWA-AMERICAN WATER COMPANY (WATER)
BY: *[Signature]*
DATE: 10/11/22

MIDAMERICAN ENERGY COMPANY (GAS/ELECTRIC)
BY: *[Signature]*
DATE: 10-11-22

MEDIACOM (CABLEVISION)
BY: *[Signature]*
DATE: 10-11-22

LUMEN (TELEPHONE)
BY: *[Signature]*
DATE: 10-16-2022

METRONET (TELEPHONE)
BY: *[Signature]*
DATE: 10/11/20



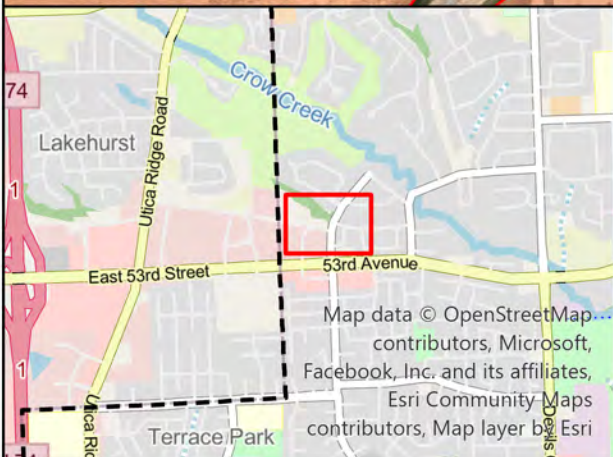
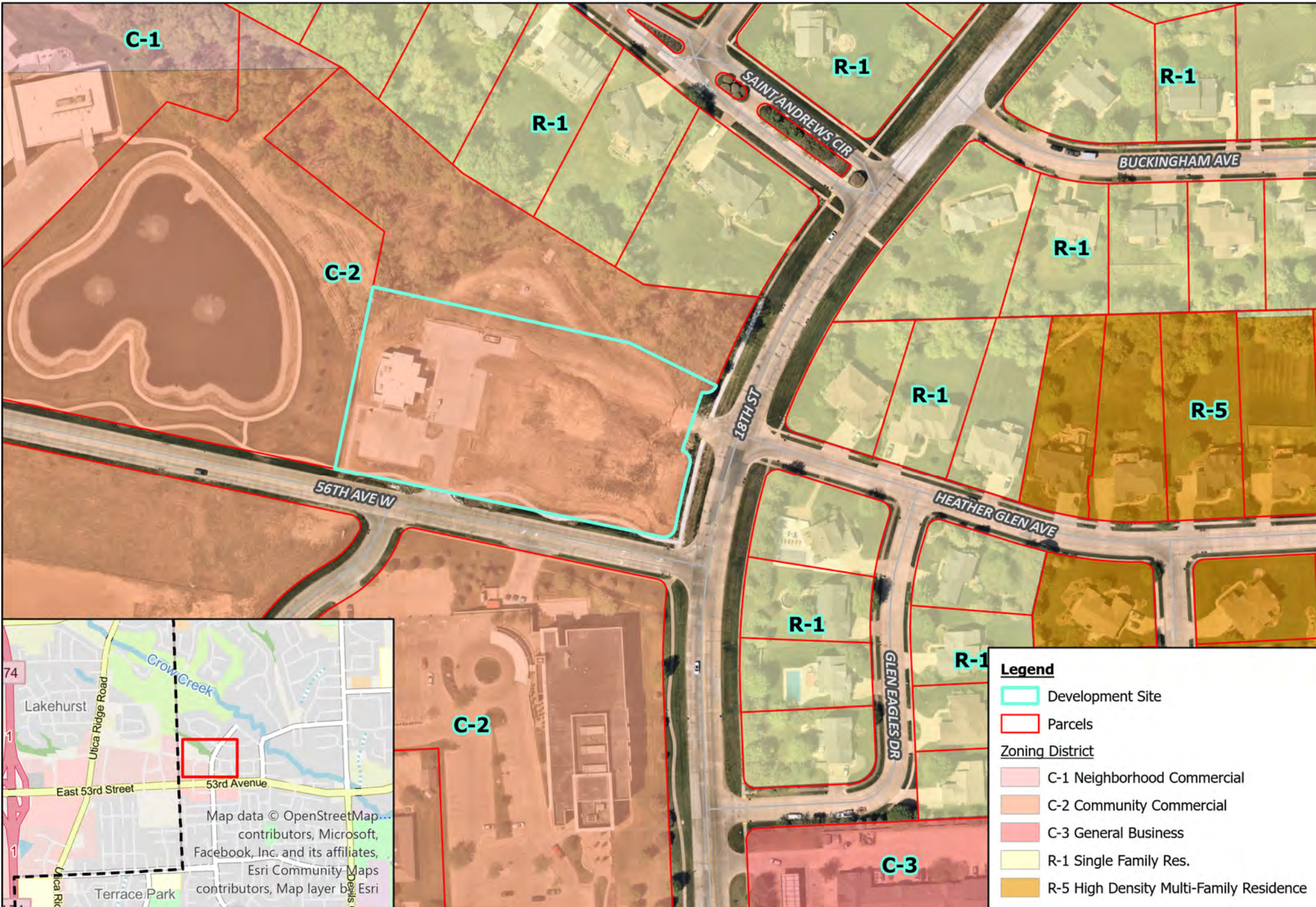
Case 22-095: 2306 56th Avenue

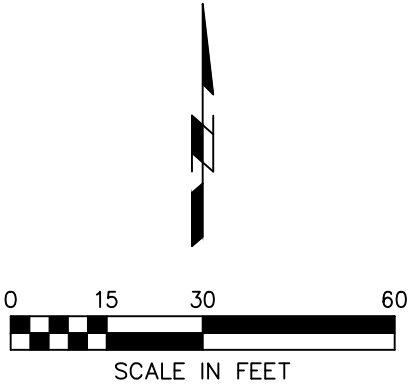
Site Development Plan - Medical & Financial Office

Zoning

1 Inch = 160 Feet

0 62.5 125 250 375 Feet





PROPOSED USE: OFFICE
WATER SUPPLY: IOWA AMERICAN WATER COMPANY
SEWAGE DISPOSAL: CITY OF BETTENDORF SANITARY SEWER SYSTEM
STORM SEWER DISPOSAL: ON-SITE WATER QUALITY AND CHANNEL
PROTECTION STORAGE, OUTLET TO UNNAMED CREEK.
FIRE SUPPRESSION SYSTEM: SPRINKLER
BUILDING CONSTRUCTION TYPE: V-B
OCCUPANCY TYPE: GROUP B BUSINESS
TOTAL PROPOSED BUILDING AREA: 14,800 SF

PARKING REQUIREMENTS:
PROPOSED SITE PLAN -
 TENANT 1:
 REQUIRED PARKING STALLS: 1 (ONE) PARKING STALL PER 300 SF
 23 STALLS 6,800 / 300=22.6 =23 STALLS
 PROVIDED: 25 STALLS

TENANT 2:
 REQUIRED PARKING STALLS: 2 (TWO) PARKING SPACES FOR EACH OFFICE,
 EXAMINING ROOM AND TREATMENT ROOM, PLUS ONCE FOR EACH EMPLOYEE
 TREATMENT ROOM AND OFFICES: 10
 ANTICIPATED EMPLOYEES: 10
 PARKING STALLS REQUIRED: 30
 PARKING STALLS PROVIDED = 35 STALLS (INCLUDING 3 ADA STALLS)

TOTAL PARKING STALLS REQUIRED: 60 STALLS

HATCH LEGEND	
	6" PCC PAVEMENT W/ INTEGRAL CURB
	4" PCC SIDEWALK

PROJECT DESCRIPTION:
TENANT 1 FINANCIAL PLANNER
TENANT 2 ORAL SURGEON

TOTAL LOT SITE AREA = 1.50 ACRES

PROPERTY OWNER/DEVELOPER
STEVE GEIFMAN
GEIFMAN FIRST EQUITY
2172 56TH AVENUE W
BETTENDORF, IA. 52722

LEGAL DESCRIPTIONS:
LOT 2 OF LOT 2 OF GEIFMAN'S 56TH STREET DEVELOPMENT
ADDITION
OF BETTENDORF, SCOTT COUNTY, IOWA

APPLICANT:
STEVE GEIFMAN
GEIFMAN FIRST EQUITY
2172 56TH AVENUE W
BETTENDORF, IA. 52722

ARCHITECT:
SARAH SEGELHORST
SHIVE-HATTERY
2144 56TH AVENUE WEST
BETTENDORF, IA. 52722
PHONE: (563) 635-7300
EMAIL: SSEGELHORST@SHIVE-HATTERY.COM

SITE PLAN PREPARED BY:
DAVE PANOS P.E.
SHIVE-HATTERY, INC.
222 THIRD AVENUE SE, SUITE 300
CEDAR RAPIDS, IA 52401
(319) 551-3997

ISSUED FOR: SITE PLAN RESUBMITTAL
DATE: 12/12/2022
PROJECT NO: 2132203730
FIELD BOOK: ---
CLIENT NO: GEIFMAN

PRELIMINARY
- NOT FOR
CONSTRUCTION

COTTONWOOD PARCEL

SHIVHATTARY
ARCHITECTURE + ENGINEERING
SEAL

E 56TH STREET BETTENDORF , IA. 52722

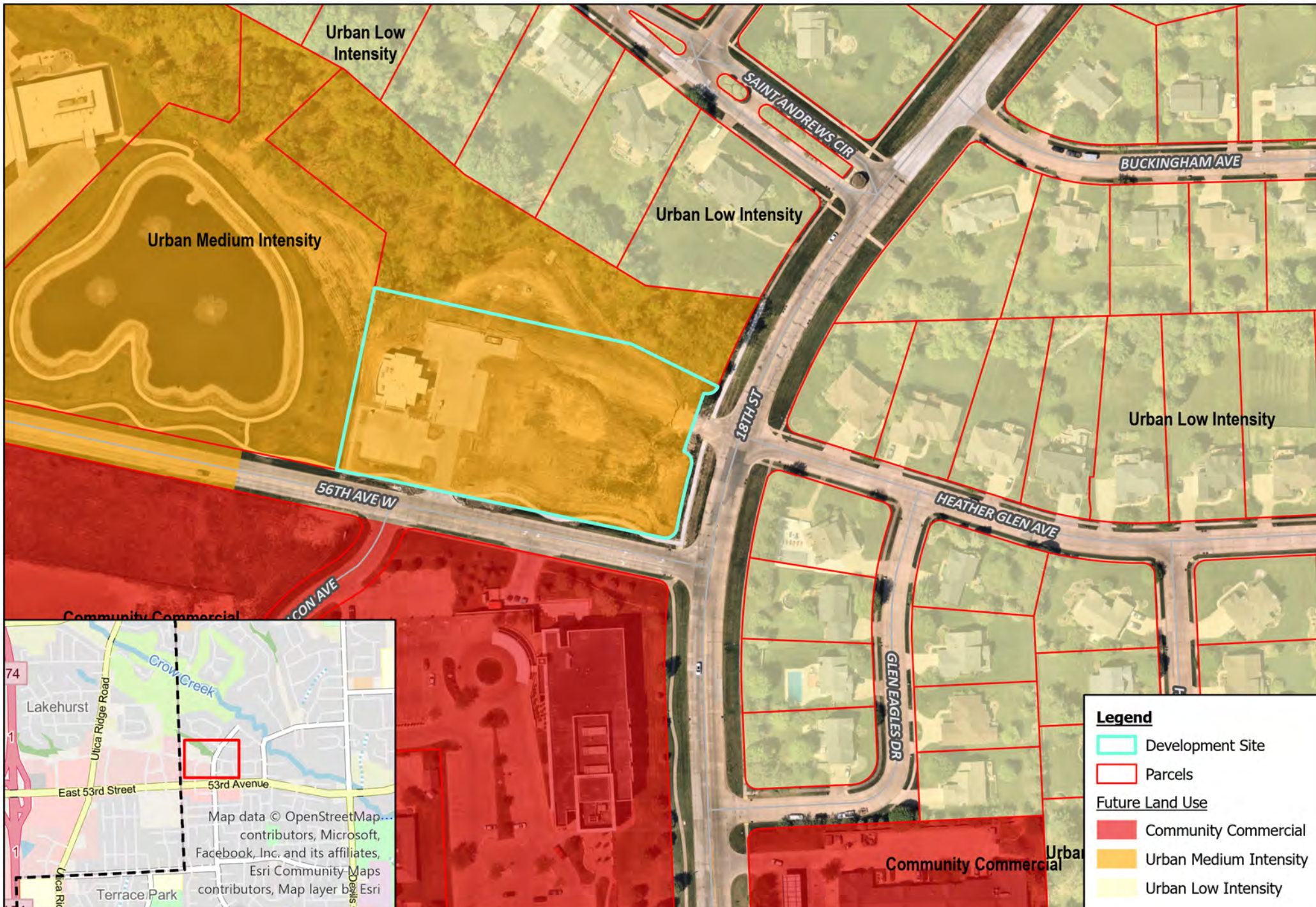
Case 22-095: 2306 56th Avenue

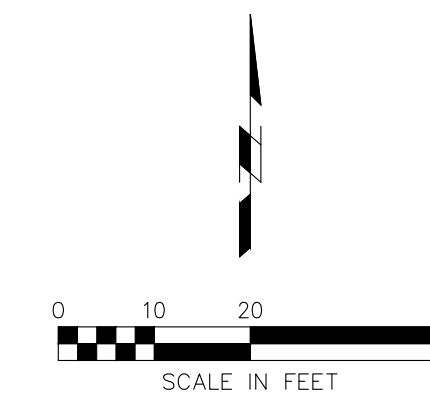
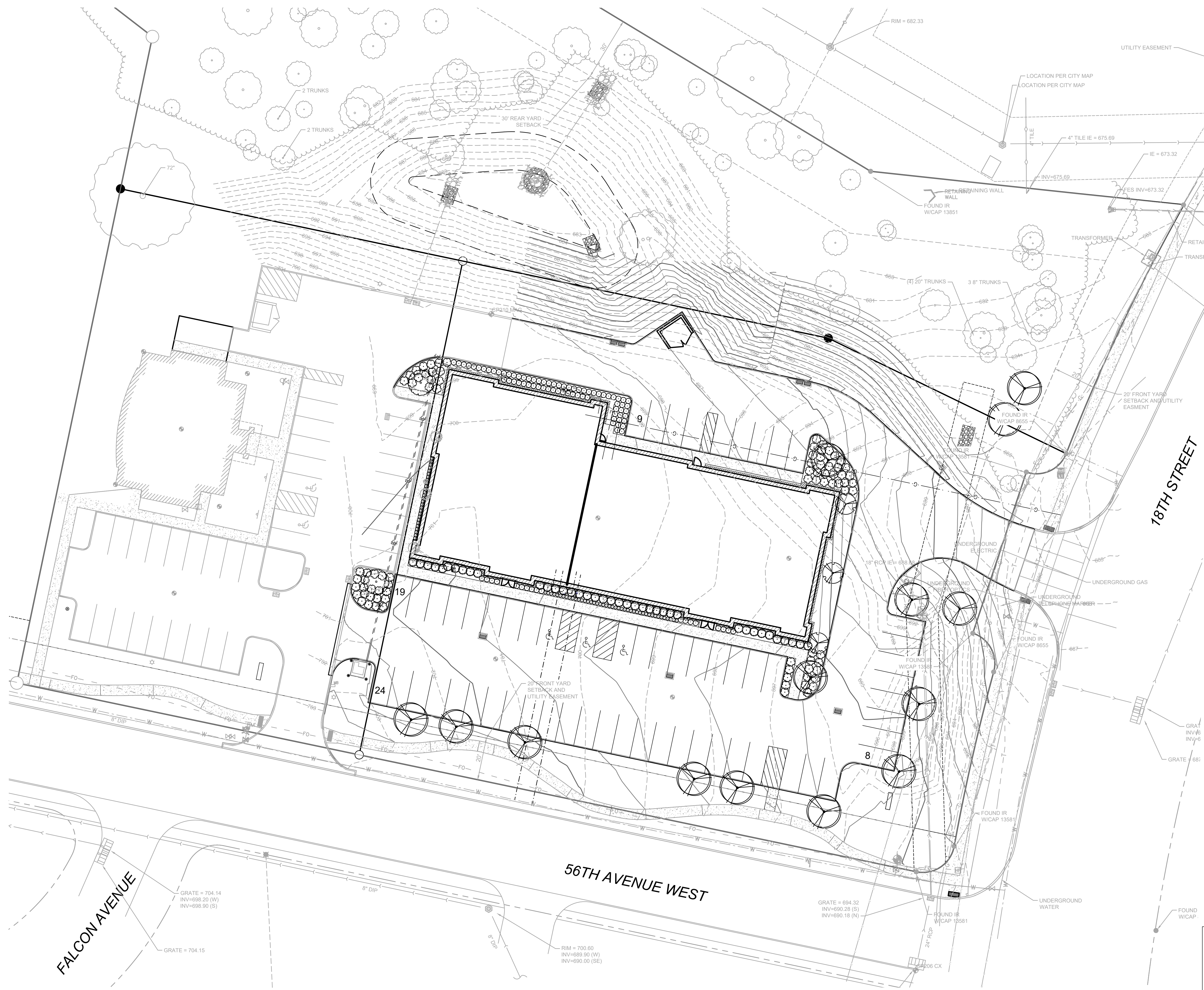
Site Development Plan - Medical & Financial Office

Future Land Use

1 Inch = 160 Feet

0 62.5 125 250 375 Feet





LEGEND

- 6" PCC PAVEMENT
W/INTEGRAL CURE
- 4" PCC SIDEWALK

PLANTING AND LANDSCAPE NOTES:

1. LANDSCAPE CONTRACTOR IS REQUIRED TO MAINTAIN POSITIVE DRAINAGE ON THE SITE FOLLOWING ACCEPTANCE OF GRADING CONDITIONS. REFER TO GRADING PLAN FOR LOCATIONS AND SPOT ELEVATIONS.
2. SITE CLEANUP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES.
3. EXCESS AND WASTE MATERIALS SHALL BE DISPOSED OFF-SITE IN ACCORDANCE WITH APPLICABLE GOVERNMENTAL REGULATIONS.
4. ALL PLANT MATERIALS SHALL BE PLANTED WITHIN 48 HOURS OF ARRIVAL. ONSITE PLANTING OR THE UTILIZATION OF STOCK PLANTS TO FIELD LOCATIONS IS IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES DURING PLANT INSTALLATION. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
5. PLANT LOCATIONS SHOWN ON PLANS ARE REPRESENTATIONAL ONLY. FIELD ADJUSTMENTS OF PROPOSED PLANT LOCATIONS MAY BE REQUIRED TO MINIMIZE PLANTING INTERFERENCE WITH EXISTING UTILITIES AND TO MINIMIZE OBSTACLES TO PLANT GROWTH AND TO IMPROVE MAINTENANCE CONDITIONS. PLANT LOCATIONS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANT MATERIAL INSTALLATION.
6. ALL QUANTITIES SHOWN IN THESE PLANS ARE FOR CONTRACTOR'S CONVENIENCE. ALL TREES, SHRUBS, AND PERENNIAL PLANTS ARE LISTED IN THE PLANT SCHEDULE. IN THE CASE WHERE THERE IS A CONFLICT BETWEEN THE QUANTITIES SHOWN ON THE DRAWINGS AND THE QUANTITIES LISTED IN THE PLANT SCHEDULE, THE PLAN QUANTITIES SHALL PREVAIL.
7. ALL PLANT MATERIAL SHALL BE PER THE RECOMMENDATIONS AND REQUIREMENTS OF THE LATEST EDITION OF ANSI/AMERICAN STANDARDS FOR NURSERY STOCK.
8. CONTRACTOR SHALL VERIFY AND PROTECT ALL EXISTING AND NEW STRUCTURES AND UTILITIES. SERVICE BURIAL INSTALLED BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE ENGINEER IMMEDIATELY UPON CONFLICT OF PLANTS, STRUCTURES, AND UTILITIES.
9. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND DEPTH OF ALL UTILITIES MUST BE DETERMINED BY THE ENGINEER PRIOR TO PLANTING. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
10. ALL PLANTING BEDS SHALL RECEIVE PRE-EMERGENT WEED PREVENTER AND HARDWOOD MULCH TO A DEPTH AS SPECIFIED, UNLESS OTHERWISE NOTED.
11. ALL PLANTING BEDS SHALL RECEIVE PLANTING SOIL TO A DEPTH OF 12" UNLESS OTHERWISE NOTED.
12. ALL AREAS INVOLVED TO RECEIVE ROCK SHALL BE PLACED ATOP WEED BARRIER AND BOUNDED BY ALUMINUM EDGING.
13. PLANT MATERIAL SHALL NOT BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE OWNER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF EXCESS SOIL, PACKING MATERIALS, BURLAP, PLANT TRIMMINGS, AND OTHER DEBRIS ASSOCIATED WITH THE PLANTING OPERATIONS OF THE PROJECT ANY PAVED SURFACES SHALL BE BROOMED CLEAN.
15. ALL PLANT MATERIAL AND SURFACE RESTORATION SODDING SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE INITIAL ACCEPTANCE.

PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
	TRE DEC	14	Tree Deciduous	Deciduous Tree	B & D	2'Cal
	TRE EXT	2	Tree Existing	Existing Tree	B & B	
	TRE REL	3	Tree Relocate	Relocate Tree	B & B	
DECIDUOUS SHRUBS						
	CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
	DEC SHR	83	Deciduous Shrub	Shrub Deciduous	3 gal	30 - 30" Ht.
EVERGREEN SHRUBS						
	CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
	EVE SHR	39	Evergreen Shrub	Shrub Evergreen	3 gal	30 - 30" Ht.
ORNAMENTAL GRASSES						
	CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
	ORN GRA	89	Ornamental Grass	Grass Ornamental	1 gal	12 - 18" Ht.
PERENNIALS						
	CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
	PER PER	71	Perennial	Perennial	1 gal	12 - 18" Ht.

LANDSCAPE REQUIREMENTS		
TYPE	REQUIRED	PROVIDED
STREET YARD		
1 TREE FACTOR REQUIRED PER 2" CAL TREE		
56TH STREET - 425 FT		
REQUIRED: 15 FT * 425 FT = 6420 SF	9 TREES FACTORS	10 TREE FACTORS
6420/700= 9 TREE FACTORS		
18TH STREET - 315 FT	13 TREE FACTORS	8 TREE FACTORS
REQUIRED: 30 FT * 315 FT = 9450 SF		6 TREE FACTOR CREDITS
9450 / 700= 13.5 TREE FACTORS		FOR EXISTING TREES
BUFFERYARD		
	EXISTING TREES AT BACK PROPERTY LINE	
	TO BE PRESERVED AS BUFFERYARD + NA	
	NO TREES REMOVED IN 50' STREAM/BANK BUFFER	
VEHICULAR AREA		
1 TREE FACTOR REQUIRED PER 2" CAL TREE		
23210.10 SF * .05 = 1160.96 SF	1160.96 SF	1335.2 SF
1160.96/50 = 2.32 = 3 TREE FACTORS	3 TREES FACTORS	2 TREES, + 2 FACTORS
		4 TREE FACTORS TOTAL
CREDIT FOR PRESERVATION OF EXISTING TREES	2 TREE FACTORS FOR EACH TREE PRESERVED	
CREDIT FOR 1 LARGE 72" TREE, POPULUS SPECIES.	2 TREE FACTORS	
CREDIT FOR 2 TREES ALONG 18TH STREET	2 TREE FACTORS	
CREDIT FOR 2 TREES IN TREELINE	4 TREE FACTORS	
	8 TREE FACTORS TOTAL	

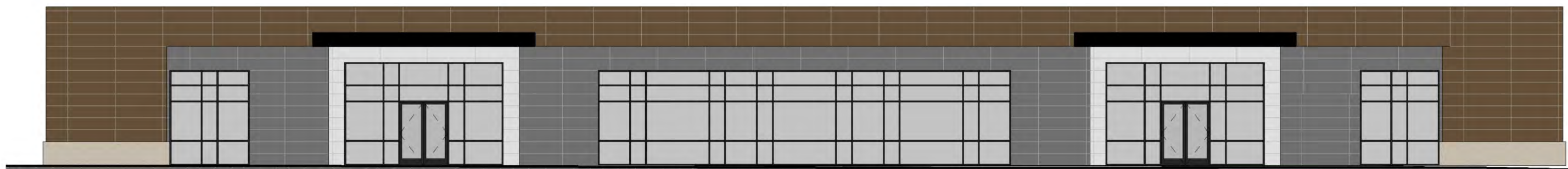
4
COTTONWOOD PARCEL

PRELIMINARY
- NOT FOR
CONSTRUCTION

DRAWN BY	SLB
APPROVED BY	BH
ISSUED FOR	SITE PLAN SUBMITTAL
ISSUE DATE	11/29/2022
PROJECT NUMBER	2132203730
FIELD BOOK:	#####

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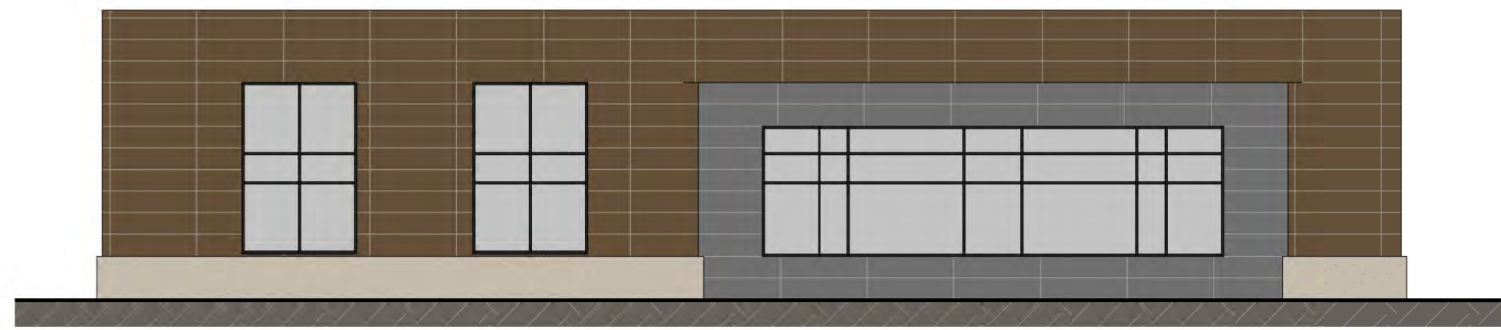
P:\Projects\2022\202203730\Cottonwood\Drawings\1-21-22\Exterior Elevations.dwg
10/28/22 10:00 AM



SOUTH
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WEST ELEVATION
1/16" = 1'-0" 0' 24'



EAST ELEVATION1
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NORTH
1/16" = 1'-0" 0' 24'

EXTERIOR ELEVATIONS

COTTONWOOD BUILDING SHELL

Cottonwood Parcel

10/28/22
NOT FOR CONSTRUCTION
2132203730

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

A2



3D VIEWS

COTTONWOOD BUILDING SHELL

Cottonwood Parcel

10/28/22
NOT FOR CONSTRUCTION
2132203730

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

A3

COTTONWOOD PARCEL

PRELIMINARY
- NOT FOR
CONSTRUCTION

DRAWN BY	SLB	BH
APPROVED BY		
ISSUED FOR	SITE PLAN RESUBMITTAL	
ISSUE DATE	12/12/2022	
PROJECT NUMBER	2132203730	###
FIELD BOOK		

RENDERED
ELEVATIONS AND
PERSPECTIVES

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COMMUNITY DEVELOPMENT

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

December 21, 2022 – Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 22-095

Request: Site Development Plan for Commercial Offices

Location: 2306 – 56th Avenue West

Legal Description: Lot 2, Geifman's 56th Avenue Development Second Addition
(Parcel #: [840921802](#))

Applicants: Steve Geifman DBA First Equity Management LC

Zoning: C-2, Community Commercial District

Future Land Use: CC, Community Commercial

Background Information and Facts

Steve Geifman has submitted a site development plan for one building located on Lot 2 of Geifman's 56th Avenue Development Third Addition (see Geifman's 56th Avenue Development Third Addition – Attachment A). The proposed development is located north of 56th Avenue West and west of 18th Street and is adjacent to an existing development containing office uses on Lot 1 of the subdivision (see Aerial Map – Attachment B). The development is located in the C-2, Community Commercial District and is surrounded by R-1, Single-Family Residence to the north and east, and C-2 to the south and west (see Zoning Map – Attachment C).

The site plan proposes one building containing two units of 6,800 square feet and 8,000 square feet in size, respectively (see Site Development Plan – Attachment D). The tenant of the smaller unit will be a financial planner, considered a financial services-office use per code. The tenant of the larger unit will be an oral surgeon, considered a medical office use per code.

Future Land Use Map & Compliance with Comprehensive Plan

The development area is shown as Community Commercial on the Future Land Use Map (see Future Land Use Map – Attachment E). The proposal is consistent with multiple Comprehensive Plan goals, including:

- Goal C: Attract and Retain Business and Industry.
- Goal E: Enhance Community Design and Character.

Zoning Compliance

Commercial and medical office uses proposed for the site development plan are permitted uses in the C-2 Zoning District. The development complies with the bulk standards for the district including setbacks, allowable size, and density as shown on the site development plan.

A 50-foot streambank setback is shown on the site plan, and all structures and detention basins comply with the setback requirement.

Utilities

The site has access to water and city sewer. The final plat of Geifman's 56th Avenue Development Second Addition (Case No. 22-056) shows sufficient sanitary sewer, storm sewer, water main, and utility easements to the proposed development.

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

Refuse

One proposed screened dumpster is shown north of the building on the parking area perimeter.

Thoroughfare Plan & Pedestrian Access

Vehicle access to the development is shown via a parking lot curb cut onto 18th Street which aligns with Heather Glen Avenue. The development's parking lot and parking drive lane will also connect with the existing development on Lot 1 which has a curb cut access onto 56th Avenue West.

A 5-foot wide sidewalk exists on the 56th Avenue West and 18th Street frontages of the development. There is a service sidewalk connection to the southeast corner of the proposed building, connecting to the street frontage sidewalk. This area contains no-parking striping to preserve pedestrian access.

Off-Street Parking

A total of 60 off-street parking spaces are provided. The proposed financial services-office use requires a minimum of 23 spaces, and the proposed medical office use requires a minimum of 30 spaces per the off-street parking schedule. Three ADA parking spaces are provided which meets code requirements for this site. A sufficient number of off-street parking is shown on the site development plan.

Storm Water

The proposed development will be served by an existing detention basin located north on Outlot 2 of the subdivision. Storm water storage is sufficiently-sized for the proposed development on Lot 2 and existing development located on Lot 1.

Landscaping

The landscaping plan shows more than the required number of tree factors through added trees, relocated trees, and existing trees (see Landscaping Plan – Attachment E).

Elevations

The development is not located in an overlay district requiring specific design criteria, but the building façade matches the theme of the adjacent development on Lot 1 (see Building Elevations – Attachment G).

Staff Recommendation

Staff recommends approval of Case No. **22-095** – Site Development Plan for Lot 2 of Geifman's 56th Avenue Development Second Addition (2306 – 56th Avenue West).

Respectfully submitted,

Taylor Beswick
City Planner

January 3, 2023

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 2306 56th Ave. West. (Case 22-095)

Honorable Mayor and Members of the City Council:

On December 21, 2022, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named Site Development plan.

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

Sincerely,

Mark D. Hunt
Director, Community Development

7. Case 22-095; 2306 – 56th Avenue West, submitted by Steve Geifman.

Beswick reviewed the staff report.

On motion by Stoltenberg, seconded by Kappeler, that the site development plan be approved subject to staff recommendations.

ALL AYES

Motion carried.



MEETING DATE: January 3, 2023

COUNCIL LETTER

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the final plat of Sundholm 2nd Addition (replat), submitted by Harlan and Pat Sundholm. (Case 22-094)

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

The applicants, Harlan and Pat Sundholm, have submitted a replat/final plat of Sundholm 2nd Addition located at 3400 and 3408 State Street (see Aerial Map - Attachment A). The property is located in the C-3, General Business District (see Zoning Map - Attachment B). The final plat of Sundholm First Addition shows two lots and existing access and utility easements (see Final Plat Sundholm First Addition - Attachment C). The proposed final plat of Sundholm 2nd Addition transfers all notes and easements from the original plat, with the addition of a boundary line adjustment between Lots 1 and 2, transferring 10,500 square feet (0.241 acres) from Lot 2 to Lot 1 (see Final Plat of Sundholm 2nd Addition - Attachment D).

The applicant's primary purpose of this replat is to transfer future building envelope space and extra parking spaces from Lot 2 to Lot 1. The owner of Lot 1 may potentially expand the building area onsite sometime in the future.

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 6-0 margin at the December 21, 2022 meeting.

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

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

N/A

List Attachments:

Resolution; (A) Aerial Map; (B) Zoning Use Map; (C) Sundholm First Addition Final Plat; (D) Sundholm 2nd Addition Final Plat; (E) Staff report to the Planning and Zoning Commission; (F) Planning and Zoning Commission report to the Mayor and City Council; (G) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

**RESOLUTION APPROVING THE FINAL PLAT OF
SUNDHOLM 2ND ADDITION
(REPLAT OF SUNDHOLM FIRST ADDITION)**

WHEREAS, Harlan and Pat Sundholm have submitted the final plat of Sundholm 2nd Addition (replat of Sundholm First Addition), and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Sundholm 2nd Addition.

PASSED, APPROVED, AND ADOPTED this 3rd day of January 2023.

Robert S. Gallagher, Mayor

ATTEST:

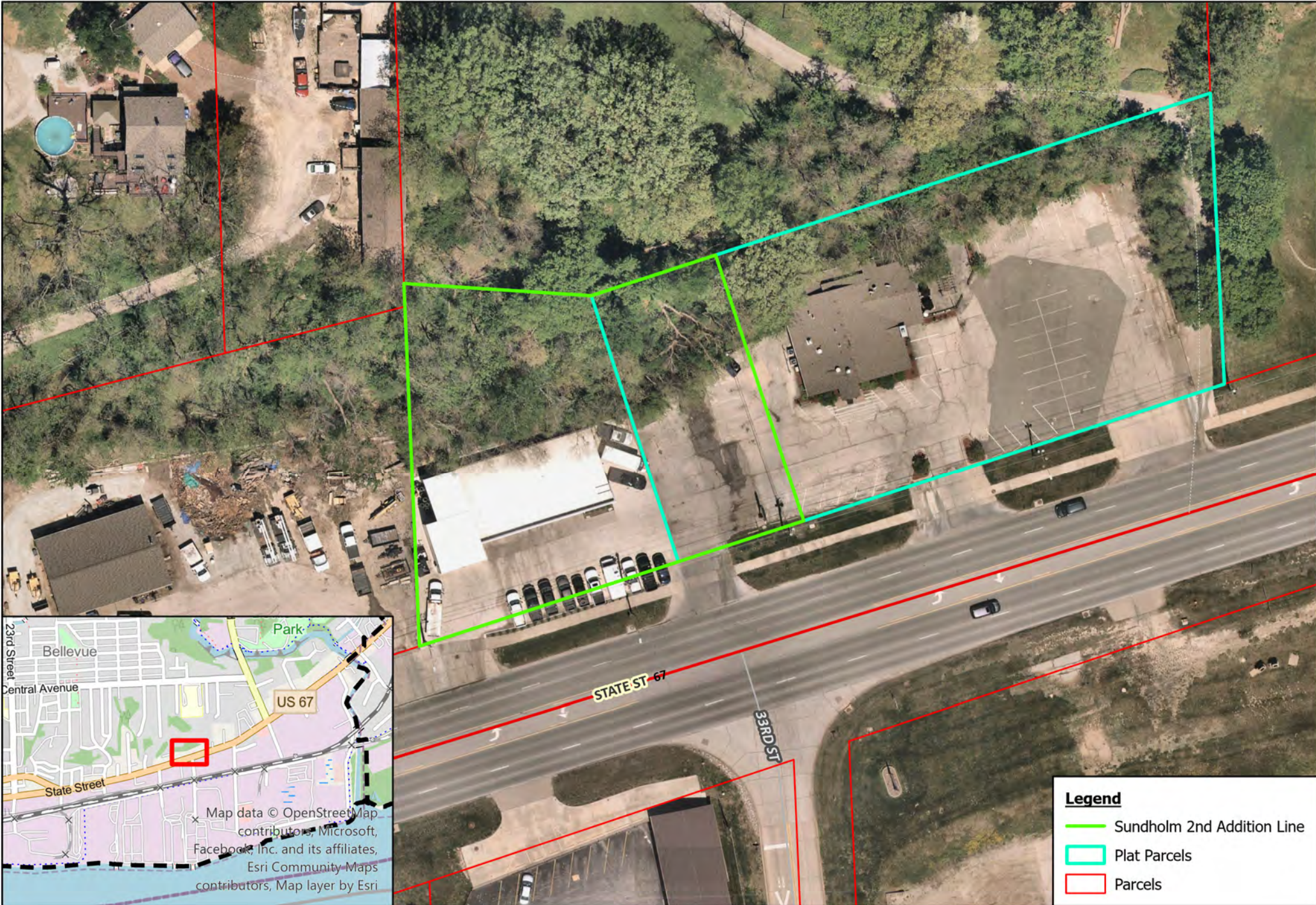
Decker P. Ploehn, City Clerk

Case 22-094: Sundholm 2nd Addition Final Plat (Replat) Boundary Line Adjustment

ATTACHMENT A

1 Inch = 66 Feet

0 25 50 100 150 Feet



Legend

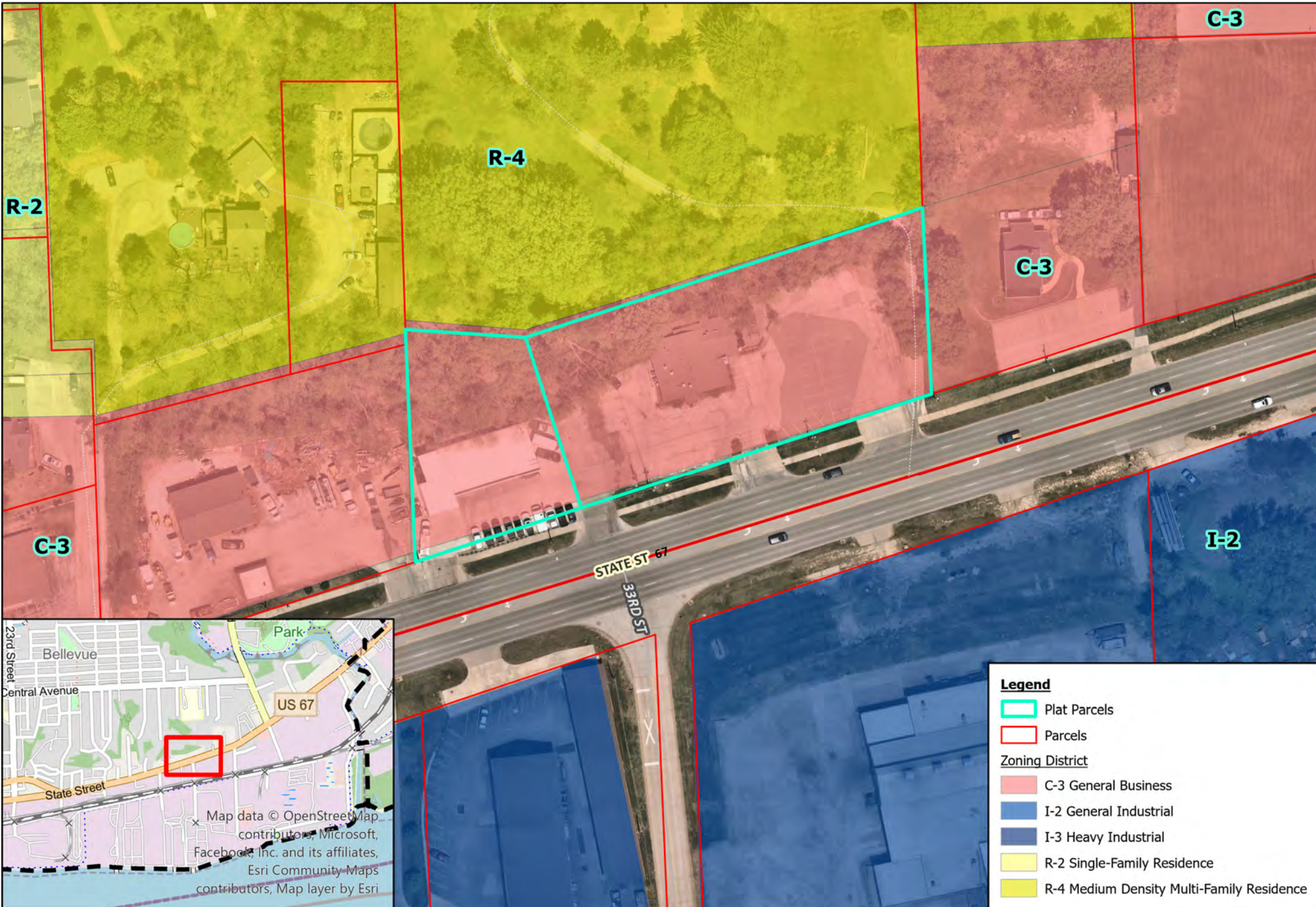
- Sundholm 2nd Addition Line
- Plat Parcels
- Parcels

Case 22-094: Sundholm 2nd Addition Final Plat (Replat) Zoning

ATTACHMENT B

1 Inch = 102 Feet

0 40 80 160 240 Feet



FINAL PLAT OF SUNDHOLM FIRST ADDITION

TO THE CITY OF BETTENDORF, IOWA

BEING A REPLAT OF LOT 1 OF McDONNELL FIRST ADDITION
TO THE CITY OF BETTENDORF, IOWABEING A PART OF THE SW ¼ OF SECTION 27, T78N, R4E
OF THE FIFTH PRINCIPAL MERIDIAN

OWNER—DEVELOPER:

SUNDHOLM LIVING TRUST
4250 MIDDLE ROAD
BETTENDORF, IOWA 52722
AGENT: MR. HARLAN SUNDHOLM
332-5252

REVISIONS	BY
#1 ACCESS TO STATE ST.	JLE 4/15/11

PREPARED BY:

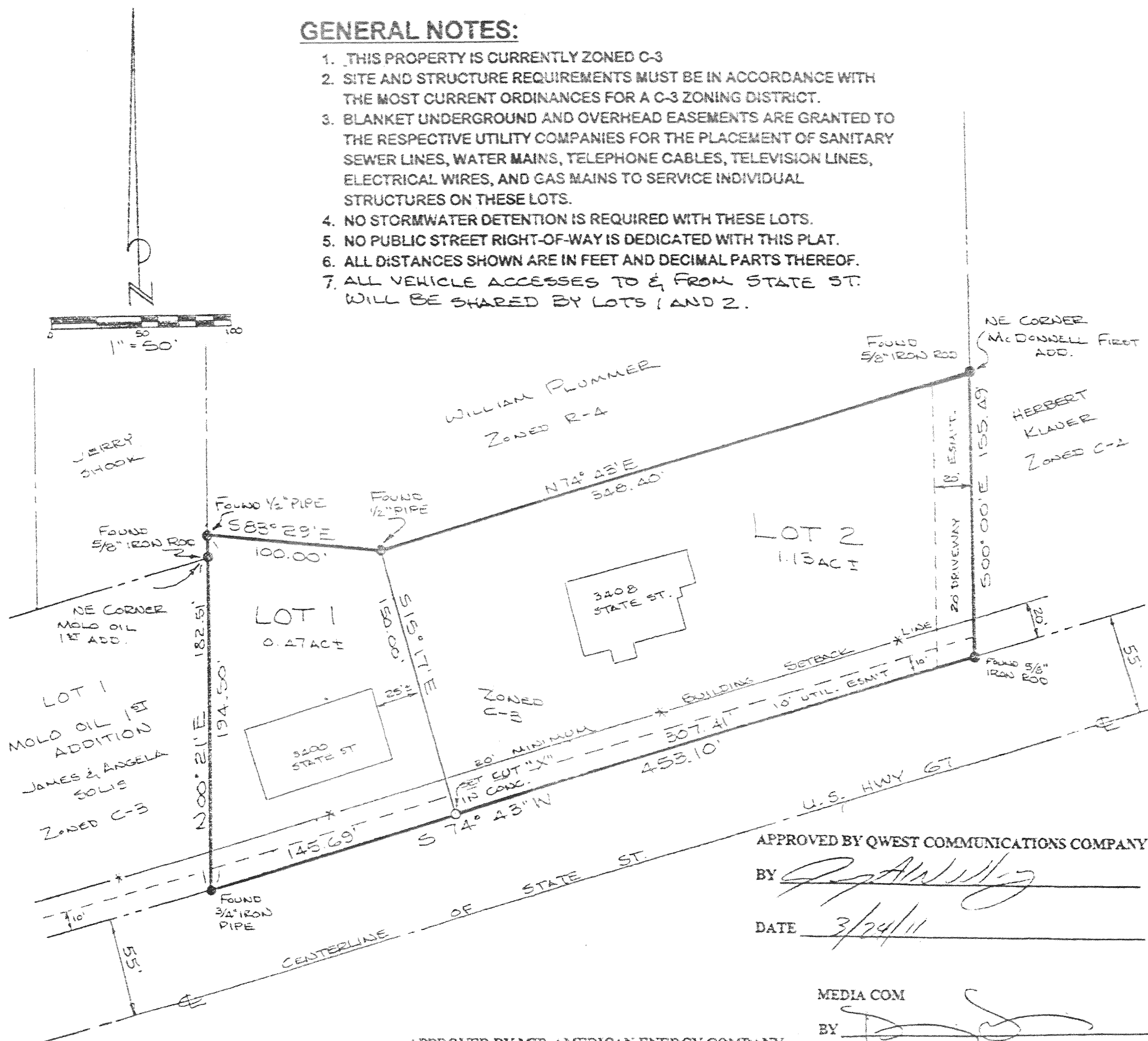
JLE
ENGINEERING
&
SURVEYING

2395 TECH DRIVE SUITE #2
BETTENDORF, IOWA 52722
563-332-6330

CIVIL ENGINEERING
LAND SURVEYING
PROJECT MANAGEMENT

GENERAL NOTES:

1. THIS PROPERTY IS CURRENTLY ZONED C-3
2. SITE AND STRUCTURE REQUIREMENTS MUST BE IN ACCORDANCE WITH THE MOST CURRENT ORDINANCES FOR A C-3 ZONING DISTRICT.
3. BLANKET UNDERGROUND AND OVERHEAD EASEMENTS ARE GRANTED TO THE RESPECTIVE UTILITY COMPANIES FOR THE PLACEMENT OF SANITARY SEWER LINES, WATER MAINS, TELEPHONE CABLES, TELEVISION LINES, ELECTRICAL WIRES, AND GAS MAINS TO SERVICE INDIVIDUAL STRUCTURES ON THESE LOTS.
4. NO STORMWATER DETENTION IS REQUIRED WITH THESE LOTS.
5. NO PUBLIC STREET RIGHT-OF-WAY IS DEDICATED WITH THIS PLAT.
6. ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
7. ALL VEHICLE ACCESSSES TO & FROM STATE ST. WILL BE SHARED BY LOTS 1 AND 2.



FINAL PLAT
OF
SUNDHOLM FIRST ADDITION
TO THE CITY OF BETTENDORF, IOWA

APPROVED BY IOWA-AMERICAN WATER COMPANY

BY James J. DeBoerDATE 3-24-11

APPROVED BY MID-AMERICAN ENERGY COMPANY

BY Mike KallhartDATE 3/24/11

(approved subject to encumbrances of record by Mid-American Energy Co.)

APPROVED BY THE CITY OF BETTENDORF PLAN AND ZONE COMMISSION

BY Robert H. HelphDATE 6/8/11

APPROVED BY THE CITY OF BETTENDORF CITY COUNCIL

BY Debra P. LeachDATE 6-8-11ATTEST Debra P. Leach

APPROVED BY QWEST COMMUNICATIONS COMPANY

BY [Signature]DATE 3/24/11

MEDIA COM

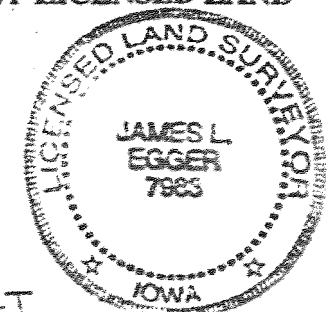
BY [Signature]DATE 3/24/11

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED BY ME 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.

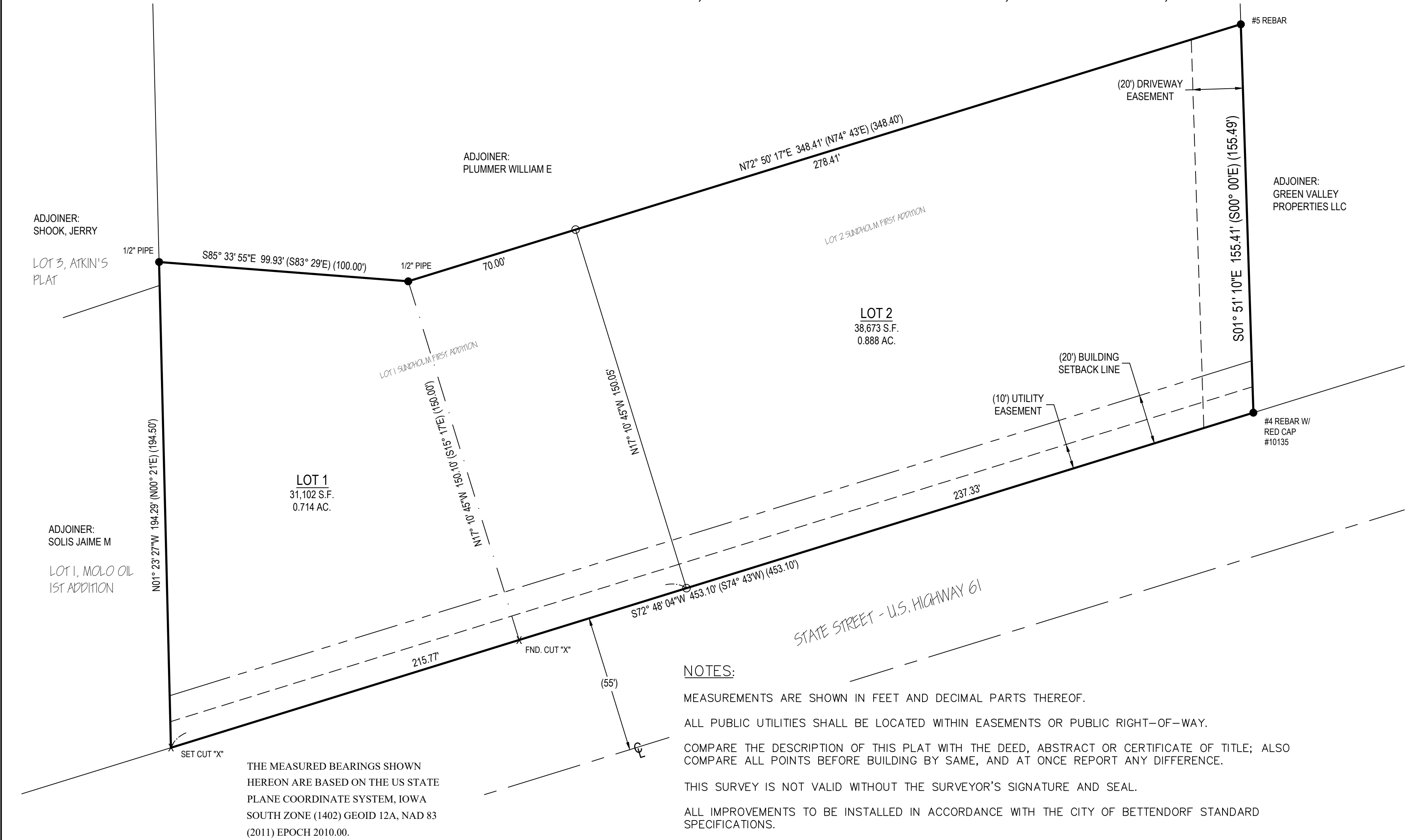
James L. Egger
James L. Egger P.E. & L.S.Date: MARCH 23, 2011 License Number 7983

My License renewal date is December 31, 2011

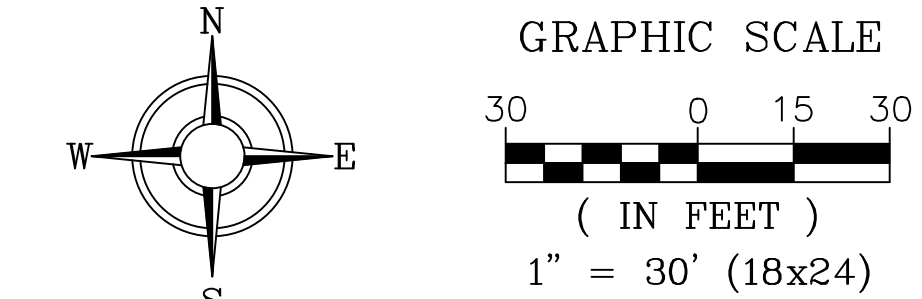
Pages or sheets covered by this Certification: THIS SHEET

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CHECKED
DATE MAR. 23, 2011
SCALE 1" = 50'
JOB NO.
SHEET 1
OF 1 SHEETS

FINAL PLAT:
SUNDHOLM 2ND ADDITION
BEING A REPLAT OF LOTS 1 AND 2 OF SUNDHOLM FIRST ADDITION TO THE CITY OF BETTENDORF, IOWA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA.



LEGEND:
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FIELD DIMENSION = 0.00'
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AS NOTED = ●
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE = ————
FENCE LINE = — x — x — x —
EASEMENT LINE = - - - - -
SETBACK LINE = -
LOT LINE = - - - - -



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.
"UTILITY EASEMENTS" SHALL ACCOMMODATE GAS, ELECTRIC, WATER, SANITARY SEWER AND COMMUNICATION LINES AS NEEDED.
BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.
THE SUBJECT PROPERTY ZONED C-3.
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.

PLAT INFORMATION

- Owners:
JLB Property Holdings LLC
3122 lindsey CT
Bettendorf, Iowa 52722

Sundholm Living Trust
4250 Middle RD
Bettendorf, Iowa 52722
- Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
- Surveyor:
Michael D. Richmond
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
- Attorney:
TBD

APPROVAL SIGNATURES:	
MAYOR	DATE:
CITY CLERK	DATE:
CHAIRMAN PLAN & ZONE	DATE:
CENTURY LINK	DATE:
IOWA - AMERICAN WATER COMPANY	DATE:
MEDIACOM	DATE:
METRONET	DATE:
MIDAMERICAN ENERGY	DATE:
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.	

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

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

	DATE: 11/10/2022	DRAWN BY: KLC	CHECKED BY: MDR	REVISIONS: DESCRIPTION	DATE	PROJECT FINAL PLAT SUNHOM 2ND ADDITION BETTENDORF, IOWA	PREPARED FOR: JLB PROPERTY HOLDINGS LLC 3400 STATE STREET BETTENDORF, IOWA 52722	SHEET NO. 1 OF 1
	563 386.4236 offices 386.4231 fax 2224 East 12th Street, Davenport, IA 52803	DRAWING LOCATION S: \VANFOSSEN-MITCH						



COMMUNITY DEVELOPMENT

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

December 21, 2022 – Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 22-094

Request: Sundholm 2nd Addition – Final Plat (replat)

Location: 3400 and 3408 State Street

Legal Description: Lot 1 and 2, Sundholm First Addition (Parcel #: [8427351001 & 8427351002](#))

Applicant: Harlan and Pat Sundholm

Zoning: C-3, General Business District

Future Land Use: CC, Community Commercial

Background Information and Facts

The applicants, Harlan and Pat Sundholm, have submitted a replat/final plat of Sundholm 2nd Addition located at 3400 and 3408 State Street ([see Aerial Map – Attachment A](#)). The property is located in the C-3, General Business District ([see Zoning Map – Attachment B](#)). The final plat of Sundholm First Addition shows two lots and existing access and utility easements ([see Final Plat Sundholm First Addition – Attachment C](#)). The proposed final plat of Sundholm 2nd Addition transfers all notes and easements from the original plat, with the addition of a boundary line adjustment between Lots 1 and 2, transferring 10,500 square feet (0.241 acres) from Lot 2 to Lot 1 ([see Final Plat of Sundholm 2nd Addition – Attachment D](#)).

The applicant's primary purpose of this replat is to transfer future building envelope space and extra parking spaces from Lot 2 to Lot 1. The owner of Lot 1 may potentially expand the building area onsite sometime in the future.

Future Land Use Map & Compliance with Comprehensive Plan

The plat area is shown as CC, Community Commercial on the Future Land Use Map ([see Future Land Use Map – Attachment E](#)).

Lot Configuration and Zoning Compliance

The final plat of Sundholm 2nd Addition shows two lots. The front yard building setback line is shown along US 67/State Street as required per code. The plat remains compliant with building bulk standards for the C-3 district after splitting one lot into two.

Utilities

The site contains multiple previously-recorded easements which are shown on this plat.

Thoroughfare Plan & Pedestrian Access

Lots 1 and 2 of Sundholm 2nd Addition are accessible via curb cuts onto US 67/State Street. These will remain unchanged, and both lots will have sufficient access. A shared driveway ingress/egress easement is located on the east side of Lot 2 for a residential tract located north of the subdivision.

Staff Recommendation

Staff recommends approval of the final plat for Sundholm 2nd Addition.

Respectfully submitted,

Taylor Beswick
City Planner

January 3, 2023

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

SUBJECT: Planning and Zoning Commission's decision on a final plat for
Sundholm 2nd Addition. (Case 22-094)

Honorable Mayor and Members of the City Council:

On December 21, 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 22-094; Sundholm 2nd Addition (replat of Sundholm First Addition, submitted by Sundholm Living Trust/Pat Sundholm).

Beswick reviewed the staff report.

Wennlund asked if there would be any need for cross access easements. Beswick explained that no easements would be necessary because there are full access easements available for both lots.

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

ALL AYES

Motion carried.



MEETING DATE: January 3, 2023

COUNCIL LETTER

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the final plat of Pearce Subdivision, submitted by Scott Pearce/Blue Water Group. (Case 22-096)

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 Final 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.

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 6-0 margin at the December 21, 2022 meeting.

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

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

N/A

List Attachments:

Resolution; (A) Aerial Map; (B) Zoning Map; (C) Future Land Use Map; (D) Floodplain Map; (E) Pearce Subdivision Final Plat; (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. _____ - 23

**RESOLUTION APPROVING THE FINAL PLAT OF
PEARCE SUBDIVISION**

WHEREAS, Scott Pearce/Blue Water Group has submitted the final plat of Pearce Subdivision, 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 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 3rd day of January 2023.

Robert S. Gallagher, Mayor

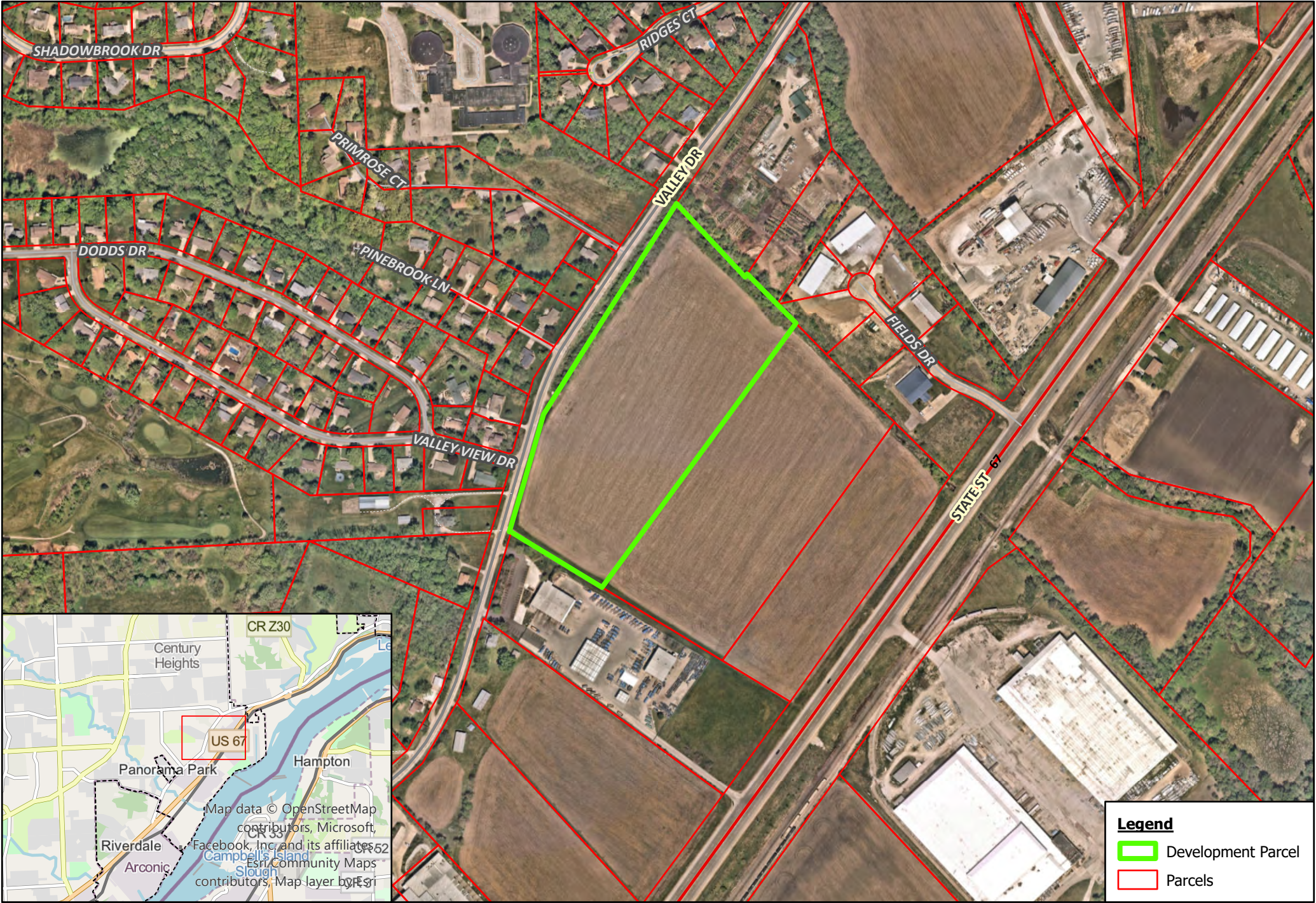
ATTEST:

Decker P. Ploehn, City Clerk

Case 22-075: 6500 Block of Valley Drive Site Development Plan (Contractor Condos) Aerial

1 Inch = 456 Feet
0 175 350 700 1,050 Feet

N



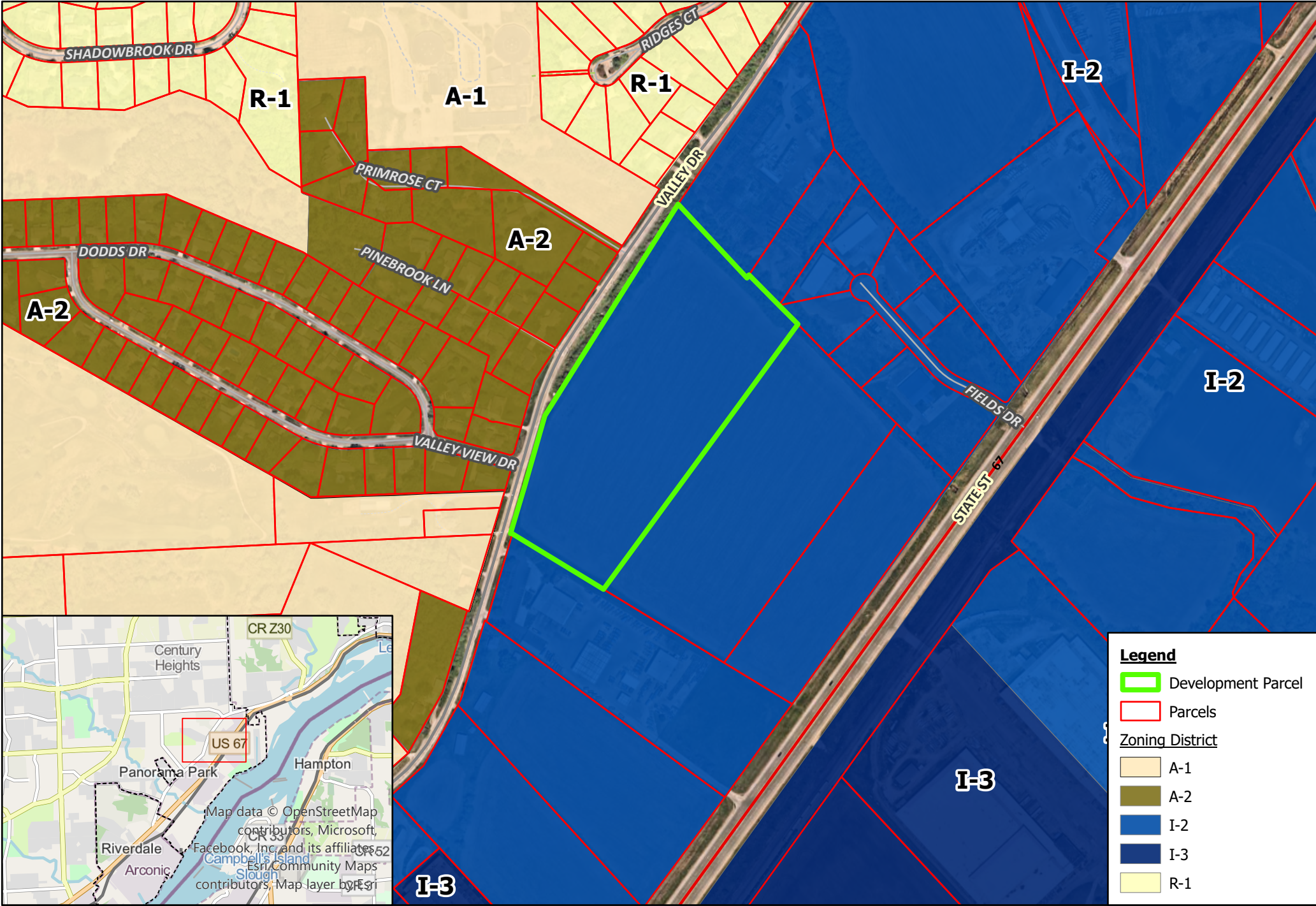
Legend

- Development Parcel
- Parcels

Case 22-075: 6500 Block of Valley Drive Site Development Plan (Contractor Condos) Zoning

1 Inch = 456 Feet
0 175 350 700 1,050 Feet

N



Legend

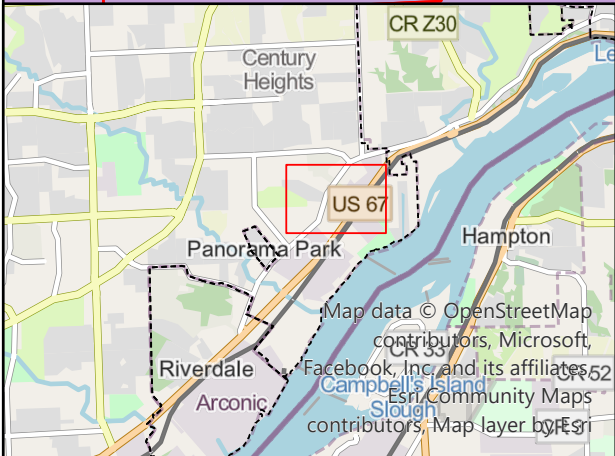
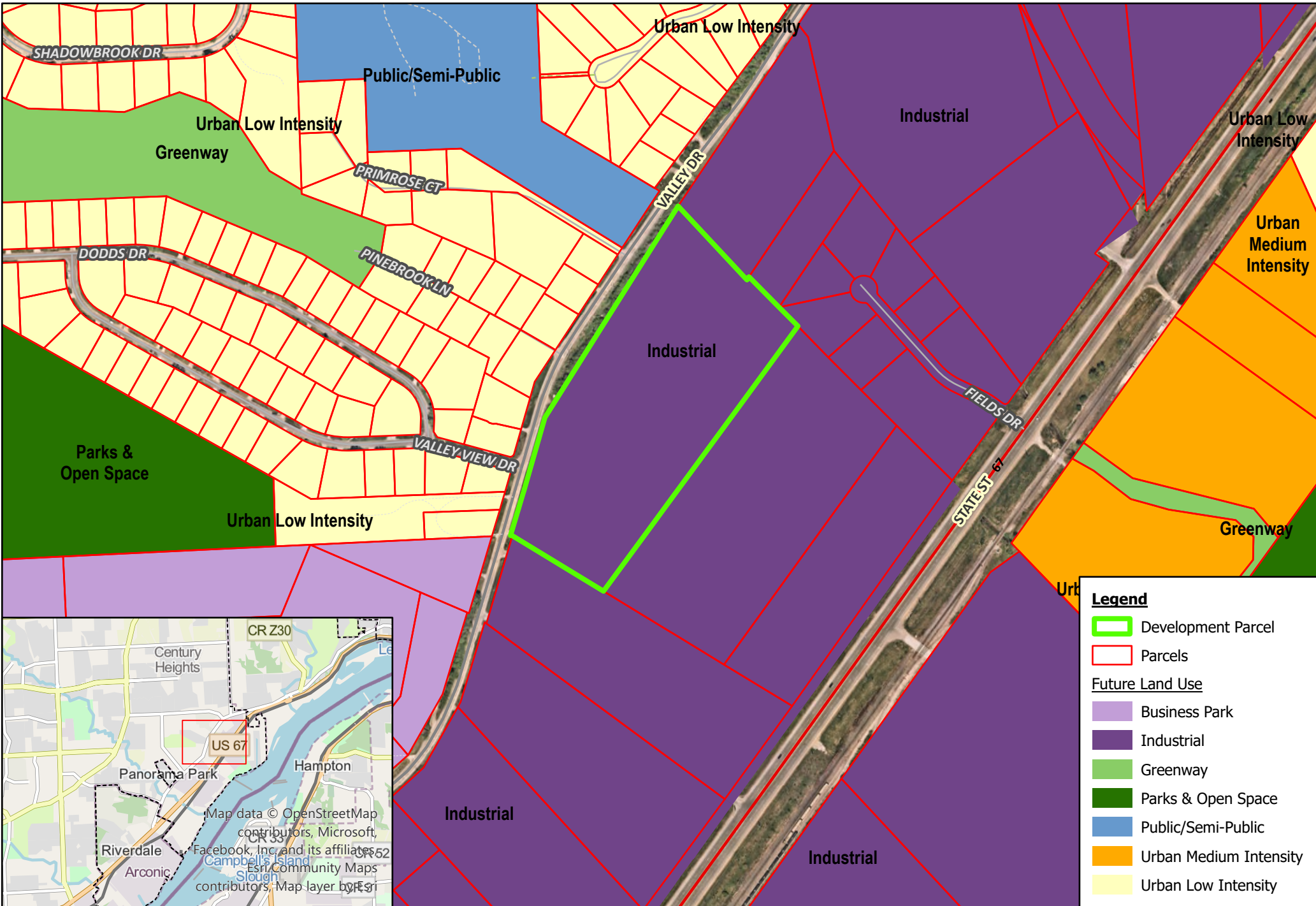
- Development Parcel
- Parcels

Zoning District

- A-1
- A-2
- I-2
- I-3
- R-1

Case 22-075: 6500 Block of Valley Drive Site Development Plan (Contractor Condos) Future Land Use

1 Inch = 456 Feet
0 175 350 700 1,050 Feet



Legend

- Development Parcel
- Parcels

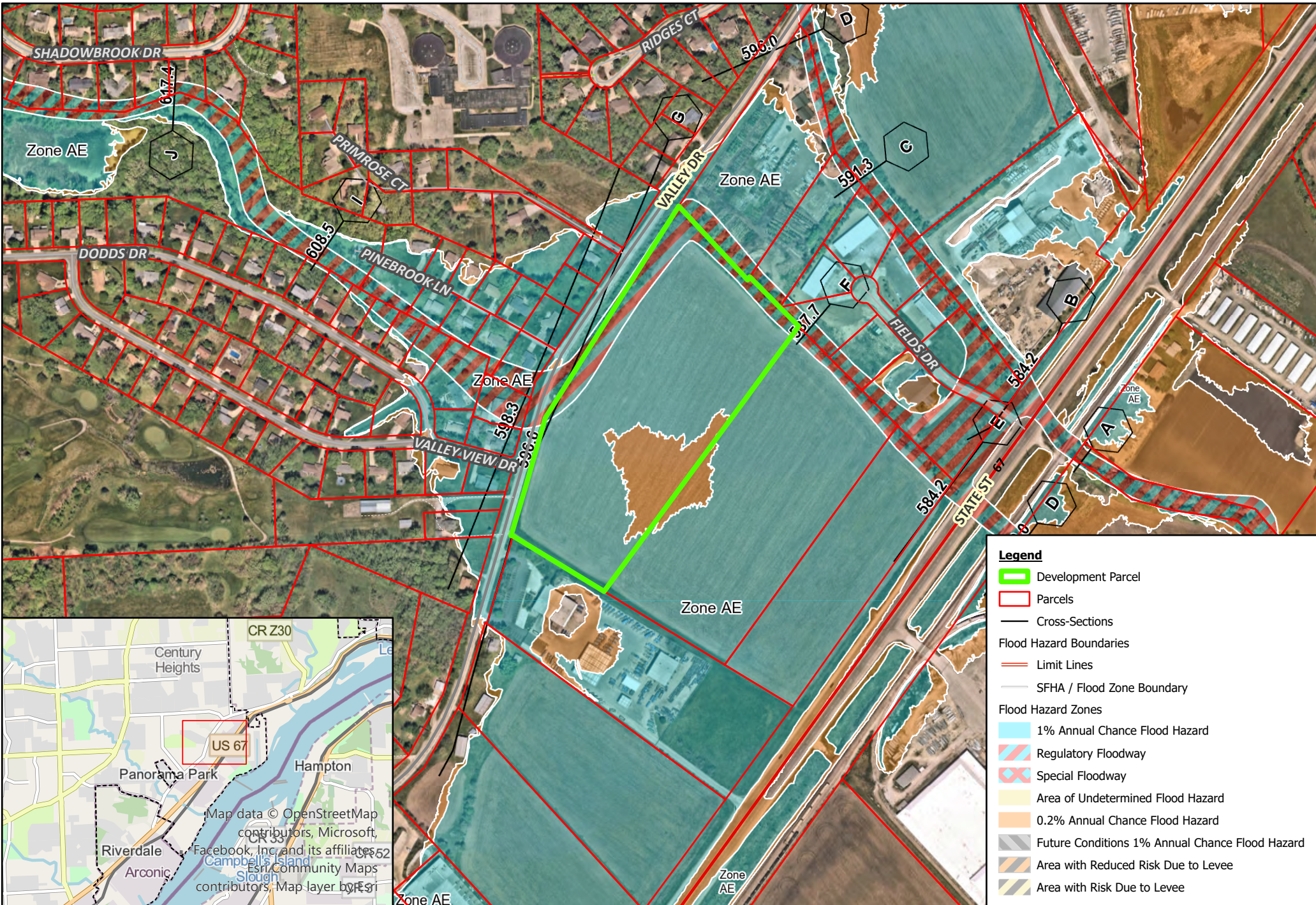
Future Land Use

- Business Park
- Industrial
- Greenway
- Parks & Open Space
- Public/Semi-Public
- Urban Medium Intensity
- Urban Low Intensity

Case 22-075: 6500 Block of Valley Drive Site Development Plan (Contractor Condos) Floodplain

1 Inch = 456 Feet
0 175 350 700 1,050 Feet

N



FINAL PLAT
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.

APPROVAL SIGNATURES:

MAYOR DATE:

CITY CLERK DATE:

CHAIRMAN PLAN & ZONE DATE:

CENTURY LINK DATE:

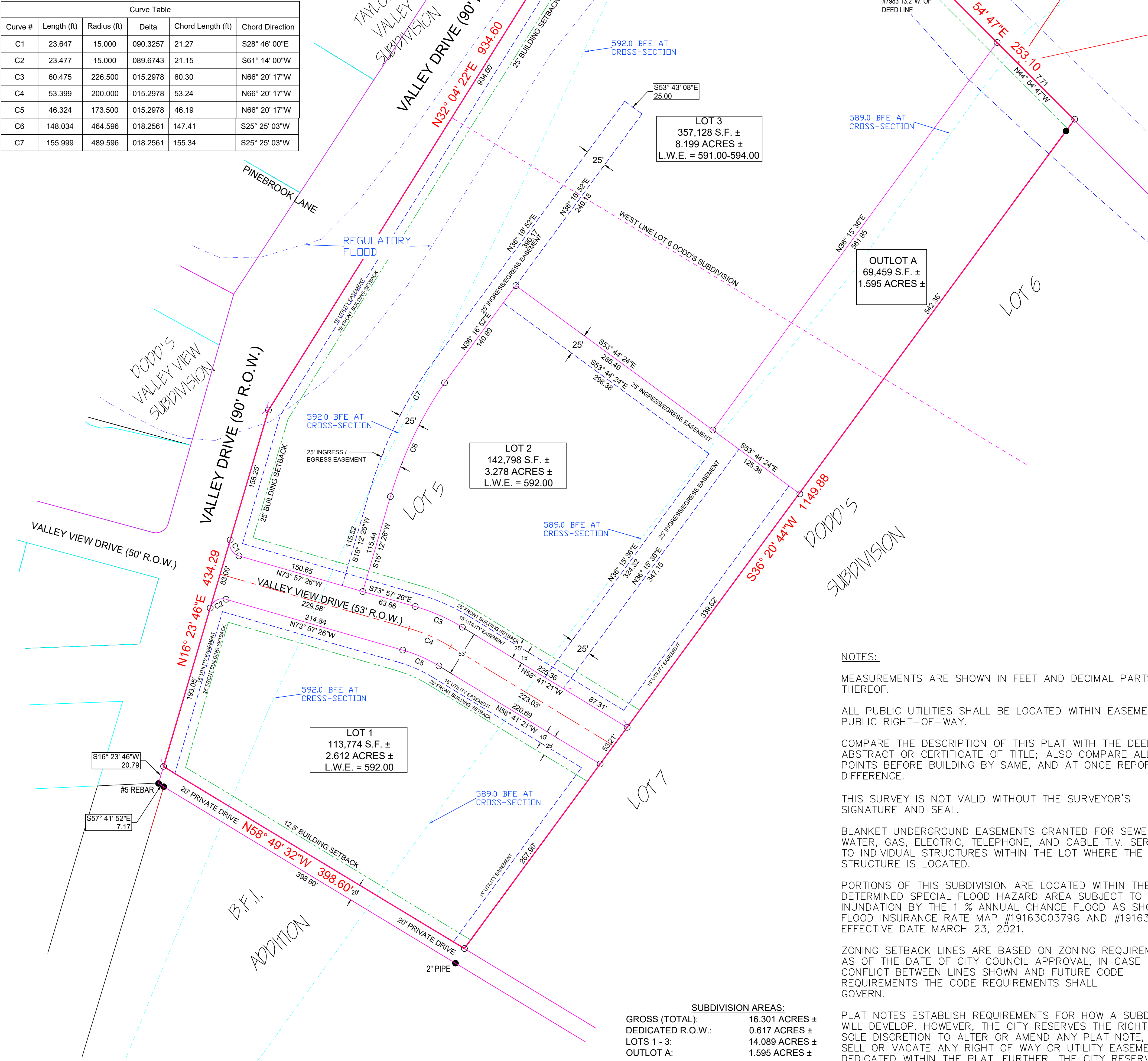
IOWA - AMERICAN WATER COMPANY DATE:

MEDIACOM DATE:

MIDAMERICAN ENERGY DATE:
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

METRONET DATE:

Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	23.647	15.000	090.3257	21.27	S28° 46' 00"E
C2	23.477	15.000	089.6743	21.15	S61° 14' 00"W
C3	60.475	226.500	015.2978	60.30	N66° 20' 17"W
C4	53.399	200.000	015.2978	53.24	N66° 20' 17"W
C5	46.324	173.500	015.2978	46.19	N66° 20' 17"W
C6	148.034	464.596	018.2561	147.41	S25° 25' 03"W
C7	155.999	489.596	018.2561	155.34	S25° 25' 03"W



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.

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 THIS SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1 % ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAP #19163C0379G AND #19163C0387G, 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.

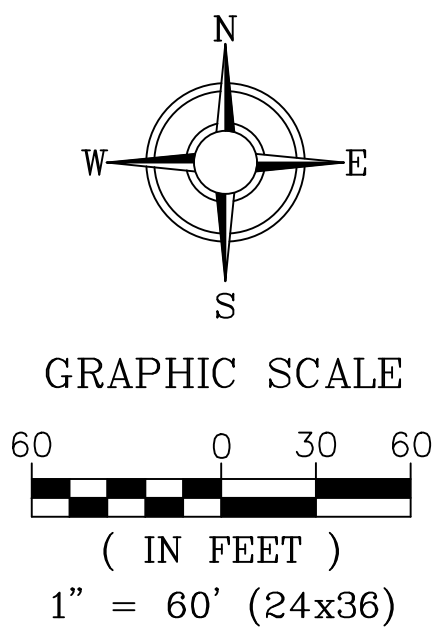
PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF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

LOW WATER ENTRY (L.W.E.) IS NOTED FOR EACH LOT. NAVD 88.

OUTLOT A SHALL BE DESIGNATED FOR STORM WATER DETENTION. OUTLOT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

SUBDIVISION AREAS:	
GROSS (TOTAL):	16.301 ACRES ±
DEDICATED R.O.W.:	0.617 ACRES ±
LOTS 1 - 3:	14.089 ACRES ±
OUTLOT A:	1.595 ACRES ±

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



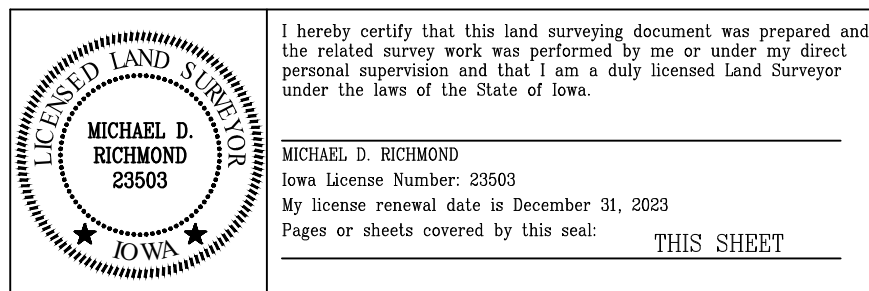
1. Owner:
Blue Water Group
4545 Ashworth Court
Bettendorf, Iowa 52722

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:
Alex Barnett
220 N. Main Street, Ste. 600
Davenport, IA 52801
Ph: (563) 333-6646

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.



DATE: 11/29/2022
TE PROJECT NO:

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

DRAWN BY:
MDR

CHECKED BY:

DRAWING LOCATION:

S:BLUE WATER GROUP|VALLEY DRIVE|PRELIMINARY PLAT

REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT
FINAL PLAT
PEARCE SUBDIVISION
BETTENDORF, IOWA

DEVELOPER
BLUE WATER GROUP
4545 ASHWORTH COURT
BETTENDORF, IOWA 52722

SHEET NO.
1
OF
1



COMMUNITY DEVELOPMENT

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

December 21, 2022 Planning & Zoning Commission Meeting

Staff Report

Case No. 22-096 & Case No. 22-075

Applications: Pearce Subdivision – Final Plat (Case No. 22-096), Bluewater Group – Site Development Plan (Case No. 22-075)

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 and development 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 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).

Final Plat

The preliminary plat for the subdivision was reviewed at the November 16, 2022 Planning & Zoning Commission Meeting and subsequently approved by City Council (see Pearce Subdivision Preliminary Plat – Attachment E). The final plat for the proposed subdivision shows a total of four lots, including one outlot reserved for storm water detention (see Pearce Subdivision Final Plat – Attachment F). 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 final plat differs from the approved preliminary plat in the following instances: the inclusion of a 25-foot ingress/egress easement to Lot 3 and the outlot and the reconfiguration and resizing of Lots 2, 3, and the outlot. The final plat reconfigures Lot 3 to contain all Valley Drive frontage located north of the proposed street right-of-way. All other notes, easements, and boundaries that are on the preliminary plat remain the same in the proposed final plat. The changes still meet all zoning and subdivision requirements, thus staff is recommending approval of the final plat.

Site Development Plan

The proposed uses for the subdivision include contractor condos, a pool distribution center/headquarters, and associated materials/storage building (see Blue Water Group Concept Plan – Attachment G). Due to the uses, number of lots, and intensity shown in proposed overall concept plan, staff required the applicant to submit a preliminary and final plat for review. The applicant is currently applying for a site plan review of two buildings containing contractor condos and the construction of associated private access drives and public street right-of-way (see Site Development Plan – Attachment H).

Future Land Use and Comprehensive Plan

This area has consistently been contemplated on the City's Future Land Use Map as Industrial, and this proposal aligns with Bettendorf's industrial growth corridor located along Valley Drive and US-67/State Street. The proposed site plan aligns with Goal A: Develop New Land and Streets and Goal C: Attract and Retain Business and Industry in the Comprehensive Plan.

Zoning Compliance

The proposed four-lot subdivision includes three developable industrial lots and one outlot reserved for storm water detention. The proposed buildings for this site plan are located on Lot 3 of the subdivision and meet all bulk zoning requirements for the I-2 District.

Thoroughfare Plan & Access

The site development plan shows a public street which is to be dedicated and maintained by the City. The street connects to Valley Drive and would provide direct access to Lots 1 and 2. Lot 3 is accessed via two easements containing private drive lanes. 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. The current site plan will only require one private drive lane to be constructed for the two buildings being proposed. The future drive lane will be built when future site plans require its access per fire code.

Off-Street Parking

Each of the proposed buildings are a total of 12,000 square feet in size with the use classification of “equipment servicing or manufacturing” per the zoning code. The off-street parking schedule require one space for each two employees plus one for each work vehicle. Total required parking for the two buildings is 24 spaces, and 24 are provided.

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 industrially-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 when the future development is contemplated to the southeast. 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. At this time, a sidewalk will not be required.

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.

Landscaping

The site development plan meets the minimum required tree factors, showing a total of 15 tree factors in the street yard and parking lot areas. The riparian area of West Fork Pigeon Creek also contains existing brush and trees at the site which will remain.

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.

Elevations & Floor Plan

Each contractor condo unit is proposed to have a 14-foot x 16-foot overhead door along with an access door and window (see Condo Elevations – Attachment I). Each unit will be 50 feet deep and 32 to 48 feet wide (1,600 to 2,400 square feet) and contain a bathroom (see Condo Floor Plan – Attachment J). The remainder of the floor area can be altered to the tenant's requirements.

Staff Recommendations

Staff recommends approval of the final plat of Pearce Subdivision (**Case No. 22-096**).

Staff recommends approval of the Bluewater Group site development plan (**Case No. 22-075**) with the following conditions:

1. All developments at the site will require local floodplain development permits.
2. The applicant must submit a comment letter or Conditional Letter of Map Revision (CLOMR) to FEMA prior to any grading or excavating at the site.

Respectfully submitted,

Taylor Beswick
City Planner

January 3, 2023

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

SUBJECT: Planning and Zoning Commission's decision on a final plat for Pearce
Subdivision. (Case 22-096)

Honorable Mayor and Members of the City Council:

On December 21, 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

5. Case 22-096; Pearce Subdivision, submitted by Scott Pearce/Blue Water Group.
6. Case 22-075; Lots 2 and 3, proposed Pearce Subdivision, submitted by Scott Pearce/Blue Water Group.

Beswick reviewed the staff reports.

Kappeler asked for clarification of where the access would be constructed for the first phase of development and how fire apparatus would navigate the site. Beswick explained that the private drives on Lots 2 and 3 and the city right-of-way would be available which will provide access.

Kappeler asked if the entirety of Lots 1 and 2 would be graded right away. Morlok explained that the entirety of the site will be graded and that the extension of Valley View Drive would be built as a part of this project. He commented that the driveway access to the buildings will be permanent paving and that a fire lane will also be constructed.

Ormsby asked if the required parking is different than the off-street parking shown. Morlok explained that the required parking is provided by the spaces in front of the buildings and in the interior of the buildings.

Wennlund asked for clarification of what greenspace would remain. Morlok explained that most of the site will remain green, adding that the only paving that will take place in the first phase is the city street, driveway access, parking, and the temporary turnaround. Morlok stated that once the grading of the site is completed, it will be seeded. He commented that the developer has already been doing some clearing of dead underbrush.

Kappeler asked if the detention basin pond would be built in the first phase. Morlok confirmed this.

A brief discussion was held regarding the type of screening that would be located at the intersection of Valley Drive and Valley View Drive.

John Jones, 6516 Valley Drive, asked if the condos would be residential or industrial. Beswick stated that they would be industrial. Ormsby commented that they would be used as office and storage space for contractors.

John Schutter, 5541 Valley Drive, asked if the grading of the site would affect the easement that runs through his property and that of his neighbor to the south of the proposed development. He commented that if the property has to be raised 2-3 feet it may impact the private drive easement. He asked if sewer and water would be installed at such time as the road is constructed. Morlok explained that the developer is required to bring sewer to the edge of the lot so that it can be extended to the south. He added that he would anticipate that water would be extended as well.

Chris Townsend, engineer representing the applicant, explained that while the proposed building will have to be elevated 2 feet about the base flood elevation, the parking does not. He stated that the grading of the site will transition to the south such that there will be no drainage from the

developer's property to the adjacent property because of the detention basin that will be built. He added that there will be better access via the city right-of-way to the adjacent properties.

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

ALL AYES

Motion carried.

On motion by Kappeler, seconded by Adam, that the site development plan be approved subject to staff recommendations.

ALL AYES

Motion carried.



COUNCIL LETTER

MEETING DATE: January 3, 2023

REQUESTED BY: Mark Hunt

ITEM TITLE:

Resolution confirming the mayoral appointment of Cory H. Satterfield, PE, SE, LEED AP to the City of Bettendorf's Planning and Zoning Commission.

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

A vacancy has been created on the City of Bettendorf's Planning and Zoning Commission with the resignation of Joe Adam. Cory H. Satterfield has agreed to accept an appointment to fill this vacancy on the Planning and Zoning Commission. Terms of members of the Planning and Zoning Commission are 5 years. This appointment will expire on January 3, 2028.

Staff recommends that Cory H. Satterfield be appointed to the Planning and Zoning Commission.

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

NA

List Attachments.

Resolution; (A) Personal Résumé; (B) Appointment Résumé

RESOLUTION NO. ____ - 23

**RESOLUTION CONFIRMING THE MAYORAL APPOINTMENT OF
CORY H. SATTERFIELD TO THE CITY OF BETTENDORF'S
PLANNING AND ZONING COMMISSION**

WHEREAS, a vacancy has been created on the City of Bettendorf's Planning and Zoning Commission with the resignation of Joe Adam; and

WHEREAS, it is the desire of the City Council to fill this vacancy; and

WHEREAS, it is the recommendation of the Mayor that Cory H. Satterfield be appointed to the Planning and Zoning Commission, and the City Council wishes to confirm that appointment.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the mayoral appointment of Cory H. Satterfield to the Planning and Zoning Commission for a term beginning immediately and expiring on January 3, 2028 is hereby confirmed.

PASSED, APPROVED, AND ADOPTED this 3rd day of January 2023.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Cory H. Satterfield, PE, SE, LEED® AP

3633 Woodberry CT
Bettendorf, Iowa 52722

Licenses

Professional Engineer, 2000: Wisconsin, Indiana, Arizona, North Dakota, Pennsylvania, New York
Structural Engineer, 2010: Illinois

Accreditations

LEED Accredited Professional, 2008
State of Illinois, CDB Project Management, 2009
OSHA 10 Hour Construction Certification, 2010
NCEES Record, 2014
MSHA Part 48 – 24 Hour Surface Mine Certification, 2014

Experience

Shive-Hattery, Architecture + Engineering, Bettendorf, IA

February, 2013 to Present

- *Great River Unit Director* November 2020 to Present
Responsible for the leadership of the Great River Business Unit for Shive-Hattery Including operations of the Quad Cities and Madison offices along with additional remote employees throughout central Illinois. Responsible for the growth of the GRU from 52 FTE to 68 FTE with increase of revenue consistent with that growth. Responsible for setting the direction of the office with a focus on increasing our operational reach, value to clients and overall profitability.
- *Quad Cities – Building Team Leader* September 2016 to November 2020
Responsible for the leadership of the Moline office facilities team including architecture, structural, mechanical and electrical engineering. Providing coaching of the group leaders for each of the disciplines included on the team. Responsible for setting the direction of the building team from a project, quality and business goal standpoint.
- *Quad Cities Industrial Squad Leader* July 2016 to November 2020
Responsibilities include leading the Moline office industrial marketing efforts. Responsible for representing the Moline office at the quarterly Industrial Sector meetings while working to assist with expanding the Moline office industrial presence in the region. Also responsible for strengthening ties with the other Shive-Hattery offices to expand the company's ability to provide design services to larger national clients.
- *Moline Structural Group Leader* January 2016 to November 2016
Responsible for the management of the Moline office structural group including providing coaching to structural group members, scheduling of work and business development efforts.
- *Moline Commercial Squad Leader* January 2015 to July 2016
Responsibilities include leading the Moline office commercial marketing efforts. Responsible for representing the Moline office at the quarterly Commercial Sector meetings and have worked to assist with efforts to market interior project work, scoping work for the mechanical and electrical groups and provide helped to provide direction on engineering and architectural efforts to allow us to provide expanded services for projects while maintaining a budget that fits with that of most commercial development clients.
- *Structural Engineer Licensed* February, 2013 to Present

Responsibilities including Core Team Member/Project Technical Lead on multi-discipline projects including health care, commercial/office, industrial, education, and governmental facilities project types. I currently serve as a member of the Commercial and Industry Squads for the Moline office and have focused on business development efforts in the industry, commercial and education sectors since joining the firm.

KJWW Engineering Consultants, Rock Island, IL

September, 2004 to February, 2013

- Senior Structural Engineer/Structural Department Supervisor

Responsibilities including Lead Structural Engineer/Project Manager on multi-discipline projects including health care, commercial/office, industrial, higher education, library, hospitality, and governmental facilities project types. In addition to lead structural engineer duties, I have been responsible for the management of an office structural staff including engineers and drafter. In addition to the supervisory duties, I was also involved in business development for the structural group.

Project sizes ranging from small studies to new construction budgeted at \$100 million.

Flad & Associates, Madison, WI

September, 1994 to August, 2004

- Structural Engineer/Associate

Responsibilities including Lead Structural Engineer and Staff Structural Engineer on multi-discipline projects including health care, pharmaceutical laboratory, higher education laboratory, sports and recreation, commercial/office, industrial/pharmaceutical manufacturing, and government facilities project types.

Project sizes ranging from small studies to new construction budgeted at \$300 million.

Education

University of Illinois at Urbana-Champaign

Master of Architecture, Structures Option

August, 1992 to May, 1994

University of Illinois at Urbana-Champaign

Bachelor of Science in Architectural Studies

August, 1988 to May, 1992

Professional Affiliations

- American Institute of Steel Construction (AISC)
- American Society of Civil Engineers (ASCE)

Presentations

- Industrial Minerals Association of North America, 2016
 - New Orleans National Conference
 - Structural Condition Assessments / Identifying Potential Problems
- Iowa AIA "ARE Preparatory Session", 2011
- Chicago AIA "ARE Preparatory Session", 2006

Awards

- 2018 ACEC Engineering Excellence Awards
 - Industrial and Manufacturing Processes and Facilities – BEST IN CATEGORY

- o Wedron 7 Mine Expansion and Loadout
- 2010 – GSA Design Award, Preservation US Courthouse, Cedar Rapids, Iowa
- 2009 – Estes Construction Star Performer – Rock Island Arsenal Titanium Furnace Enclosure, Rock Island, Illinois
- Fall 1993 – Teaching Assistant – Strengths of Materials
- Spring 1994 – Teaching Assistant – Steel/Wood Design
- 1993 - Pella Prize for Use of Fenestration in Design
- 1993 - Earl Prize for Architectural Design

Volunteer

- Renew Moline – Executive Committee, Moline, IL
 - o Vice Chair, May 2022 to present
 - o Member, May 2020 to May 2022
- Y Quad Cities Rowing – Two Rivers YMCA, Moline, IL
 - o Safety Committee, April 2021 to present
 - o Volunteer Coach/Safety Launch, October 2021 to present

Past Volunteer

- Rivermont Collegiate, Bettendorf, Iowa – Member of the Board
- St. Peter's Episcopal Church, Bettendorf, Iowa - Building Committee
- Riverdale Heights Elementary School, Bettendorf, Iowa –
 - o Junior Achievement, Biztown Mentor
 - o First Lego League, Robotics Mentor



City of Bettendorf Appointment Résumé

Board or Commission: Planning and Zoning Commission

Name: Cory H. Satterfield

Address: 3633 Woodberry Court, Bettendorf, IA

Phone: 309-207-1053 E-mail: csatterfield@shive-hattery.com or chsatterfield20@gmail.com

If checked, please answer:

☒ If residency within the city is a condition of appointment, I certify that I am a resident and will be throughout my tenure.

☒ Yes ☐ No

☐ If qualification is dependent upon a special skill, job function, or status, I certify that I have the qualification.

☐ Yes ☐ No

Requirement(s) mandated by City Code: _____

I have read the powers and duties of the position for which I am applying.

☒ Yes ☐ No

I will exercise those powers and duties in a fair and impartial manner.

☒ Yes ☐ No

I understand the Open Meetings Law (Chapter 21) and the Gift Law (Chapter 68B) as they currently exist in the State Code and will abide by them.

☒ Yes ☐ No

I was referred for appointment by: Mark Hunt

Please describe any factor you believe would assist the Mayor and Council in favorably considering your appointment to the Board or Commission indicated above (include things such as professional competence, length of residency, education, or any other factor you think is important.)

- Twenty-eight years of professional experience as a structural engineer including 8-plus years with KJWW (now IMEG) in Rock Island and almost ten years with Shive-Hattery.
 - Previously held positions as structural group leader at both KJWW and Shive-Hattery and as Building Team Leader at Shive-Hattery
 - Currently VP and Director of Operations of Quad Cities office of Shive-Hattery
 - Eighteen-year resident of Bettendorf
 - University of Illinois at Urbana-Champaign, Master of Architecture (May 1994)
-
-
-
-



Signature
SignNow e-signature ID: 4136a42b9a...
12/30/2022 02:32:46 UTC

12/29/2022

Date



MEETING DATE: January 3, 2023
REQUESTED BY: Steve Knorrek

COUNCIL LETTER

ITEM TITLE:

Resolution authorizing Fire Department Administration to submit a SAFER Grant Application for six new fire personnel.

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

The Staffing for Adequate Fire and Emergency Response Grant (SAFER) was designed to assist local fire departments by increasing the number of 'front line firefighters' available in their communities, thus protecting citizens and firefighters against the effects of fire-related incidents.

The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response, and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

The hiring of six career firefighters would provide staffing for engine company response out of the Surrey Height Fire Station 24/7, 365 days/year, with career firefighters.

The Resident Volunteer Program would continue at the station to provide volunteer personnel in 12-hour blocks on shifts that have a resident volunteer. This is in addition to the career personnel assigned to the station each day. The Insurance Services Office (ISO) rating would positively recognize the increase in career staffing.

There is no cost share or match or position cost limit for the FY 2022 SAFER Program, only a commitment to maintain the newly hired fire personnel. Costs covered by a grant award are salary and benefits for the three-year period of performance.

The purpose of this council letter is to meet the grant requirement of ensuring that City Council authorizes the submission of a SAFER grant application and the commitment of financial support after the three-year period of performance. The decision to commit to the grant will be made only if the Department of Homeland Security approves a grant award.

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

List Attachments:

Resolution

RESOLUTION NO. _____ - 23

**RESOLUTION AUTHORIZING THE FIRE DEPARTMENT
ADMINISTRATION TO SUBMIT A SAFER GRANT APPLICATION
FOR SIX (6) NEW FIRE PERSONNEL**

WHEREAS, the Staffing for Adequate Fire and Emergency Response Grant (SAFER) is designed to assist local fire departments with staffing and deployment capabilities; and

WHEREAS, the Fire Chief desires to submit a SAFER grant to pursue six new career firefighter positions; and

WHEREAS, there is no cost share or match or position cost limit for the Federal FY 2022 SAFER Program, only a commitment to maintain the newly hired fire personnel. Costs covered by a SAFER grant award are salary and benefits for the three-year period of performance.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the City Council authorizes the Fire Chief to submit a SAFER grant application for six (6) career firefighter positions.

Passed, Approved, and Adopted this _____ day of _____, 2023.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



COUNCIL LETTER

MEETING DATE: January 3, 2023

REQUESTED BY: Kathleen Richlen

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

Resolution approving the recruitment process for the Human Resources Generalist position in the Human Resources Department.

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

Due to the voluntary resignation of current Human Resources Generalist, the position will become vacant.

The Human Resources Generalist is a non-union, Civil Service position. All applicants must meet the minimum qualifications of the job description in order to be considered a viable candidate. Through the recruitment process, testing and civil service interviews will take place.

This position is full time with a salary range of \$58,558 to \$85,260 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

**RESOLUTION APPROVING THE RECRUITMENT PROCESS FOR THE
HUMAN RESOURCES GENERALIST POSITION IN THE HUMAN
RESOURCES DEPARTMENT**

WHEREAS, current Human Resources Generalist position will become vacant due to a voluntary resignation; and

WHEREAS, City Council wishes to approve the recruitment process for the Human Resources Generalist position for the Human Resources Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the recruitment process for the Human Resources Generalist position in the Human Resources Department is hereby approved.

PASSED, APPROVED and ADOPTED this 3rd day of January 2023.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn



COUNCIL LETTER

MEETING DATE: January 3, 2023

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 Administrative Assistant position in the Human Resources Department.

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

Due to the transfer of current Administrative Assistant – HR/Legal to solely support the Legal Department, the Administrative Assistant position in the HR Department will become vacant.

Staff reviewed the job description and updated it to reflect the duties of the position.

The Administrative Assistant – Human Resources is a non-union position. All applicants must meet the minimum qualifications of the job description in order to be considered a viable candidate.

This position is full time with a salary range of \$54,488 to \$79,334 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 APPROVING THE JOB DESCRIPTION AND RECRUITMENT
PROCESS FOR THE ADMINISTRATIVE ASSISTANT – HUMAN
RESOURCES DEPARTMENT**

WHEREAS, current Administrative Assistant – HR/Legal will transfer to the Legal Department, therefore position in Human Resources will become vacant; 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 Administrative Assistant – Human Resources position for the Human Resources 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 Administrative Assistant - Human Resources position is hereby approved.

PASSED, APPROVED and ADOPTED this 3rd day of January 2023.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

JOB DESCRIPTION

TITLE: Administrative Assistant – Human Resources
FLSA: Non-exempt
PAY GRADE: 114
DEPARTMENT: Administration

GENERAL SUMMARY

Independently performs confidential administrative duties and provides full service support for the Human Resources Director in areas including recruitment, training, benefits, worker's compensation and employee relations. Answers incoming telephone calls and greets customers as appropriate in the Administrative Area.

PRIMARY RESPONSIBILITIES AND DUTIES

1. Assists the Human Resources Department in carrying out various human resource programs and procedures.
2. Maintains all personnel files and corresponding records. Composes and types correspondence. Maintains the confidentiality of all files and records.
3. Assists Human Resources staff with personnel projects, training and benefit administration.
4. Supports recruitment activities and participates in job fairs. Prepares interview packets, schedules interviews and conducts follow up communication as necessary. Maintains all records associated with the Civil Service process.
5. Assists in processing all property, liability, and worker's compensation claims. Maintains related files and records.
6. Explains the individual benefit program to new and existing employees. Answers employee benefit related questions.
7. Conducts orientations and on boarding for new hires.
8. Assists in completing informational and salary surveys requested by outside agencies. Prepares regulatory documents as requested.
9. Schedules appointments and makes meeting arrangements.
10. Participates in the Safety Committee and the Wellness Committee. Takes minutes at meetings and submits report to committee.
11. Answers incoming telephone calls and greets customers and employees as appropriate.
12. Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Education: Requires a level of knowledge normally acquired through a successful completion of an Associate's Degree in Business related field. An equivalent

combination of experience and schooling/training which provides the required knowledge, skills and abilities necessary to perform the work will also be considered.

Experience: Requires a minimum of two years of professional work related administrative experience. Progressive Human Resources experience preferred.

Must be proficient in Microsoft Office products and Adobe Acrobat. Thorough knowledge of modern office practices and procedures including the utilization of automated technology to enhance office efficiency and effectiveness. Knowledge in business English, spelling, and business correspondent formats.

Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology; ability to communicate effectively, both orally and in writing; ability to serve in a confidential work relationship. Ability to present a positive teamwork attitude, deal courteously with customers and coworkers, and to maintain effective relationships. Ability to type a minimum of 60 net words per minute.

Interpersonal Skills: Requires a level of interpersonal and customer service skills necessary to effectively communicate with employees, elected officials, and residents. Must be able to communicate effectively in writing.

Analytical Abilities: Must have general knowledge of office administration and be able to operate associated office equipment. Must be able to identify and analyze problems, and be able to adjust priorities when interruptions occur.

Equipment: Must be able to utilize computer hardware including keyboard, monitor, mouse and printer; a wide variety of word processing, spreadsheet, database, presentation and specialized software. Must be able to effectively use general office equipment such as writing utensils, copier, paper fasteners, paper cutter, files and file cabinets, copy machine, calculator and scanner; communications equipment such as telephone, fax machine and email.

Working Conditions: Performs work in a normal office environment.

REPORTING RELATIONSHIP

A. Reports to: Human Resources Director

B. Supervises: Job is not responsible for the supervision of other employees.

December, 2022



COUNCIL LETTER

MEETING DATE: January 3, 2023
REQUESTED BY: Michelle Spencer

VISION:

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

ITEM TITLE: RESOLUTION APPROVING LIQUOR LICENSE RENEWALS AND REQUESTS

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

The Licensing of businesses contribute to the mission of a growing, competitive business environment. The applicants D'Lua Fusion Cuisine & Bar; Nerdspeak Brewery; State Food Mart; The Vintage Pop-Up Wine Bar; and Swirl 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 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:

D'Lua Fusion Cuisine & Bar; Nerdspeak Brewery; State Food Mart; a special event license for The Vintage Pop-Up Wine Bar; and a new license for Swirl

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 3rd day of January, 2023

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
GENERAL FUND		00100002211000		TREASURER, STATE OF IOWA	12/20/2022	2300335	0-002-373-693B	45.28	NOVEMBER SALES TAX - RECREATION
		00100002330000		WAGEWORKS	12/13/2022	2300339	INV4511266	2,827.05	FLEX CLAIMS
		00100002330000		WAGEWORKS	12/20/2022	2300340	INV4532634	2,478.46	FLEX CLAIMS
		00100002330000		WAGEWORKS	12/06/2022	2300338	INV4488296	1,426.65	FLEX CLAIMS
GENERAL FUND	- Summary							6,777.44	
LIABILITY CLEARING ACCT.		81000002051500		AMERICAN FUNDS ROTH IRA WIRE	12/16/2022	2300332	0729-6345-34316	25.00	After Tax Roth IRA Contributions
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	12/16/2022	2300328	1-402-531-152	2,898.68	Illinois State w/h Tax
		81000002051000		IPERS COLLECTIONS	12/16/2022	2300329	121028538	34,795.67	Employee share Ipers
		81000002052000		CREATING HEALTHIER COMMUNITIES	12/16/2022	2300333	PR 12/16/22	9.00	12/16 Payroll Contributions
		81000002050600		TREASURER, STATE OF IOWA	12/16/2022	2300327	0-002-428-312	29,776.10	12/16 Pay Date IA w/h tax
		81000002050500		INTERNAL REVENUE SERVICE	12/16/2022	2300326	270275344399293	76,031.44	Federal W/H
		81000002052300		ICMA RETIREMENT TRUST - 457	12/16/2022	2300321	PR DATE 12/16/22	74,208.20	457 Contributions
		81000002052800		ICMA RETIREMENT TRUST - 457	12/16/2022	2300321	PRDATE 12/16/22A	2,656.60	457 Loan Payments
		81000002051900		COLLECTION SERVICES CENTER	12/16/2022	2300331	2233192	1,825.42	child/spouse support
		81000002052300		CITY OF BETTENDORF/125 PLAN	12/30/2022	119782	20221230	2,367.04	PAYROLL SUMMARY
		81000002052100		CITY OF BETTENDORF	12/30/2022	119780	20221230	288.07	PAYROLL SUMMARY
		81000002052900		MADISON NATIONAL LIFE INSURANCE CO	12/23/2022	2300336	01312023	1,810.12	VOLUNTARY LIFE INSURANCE JAN
		81000002052300		CITY OF BETTENDORF/125 PLAN	12/30/2022	119781	20221230	4,701.14	PAYROLL SUMMARY
		81000002052000		UNITED WAY QUAD CITIES	12/16/2022	2300320	PR DATE 12/16	640.76	12/16/22 Contributions



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002052300		LINCOLN LIFE	12/30/2022	119784	20221230	1,093.21	PAYROLL SUMMARY
		81000002059900		CITY OF BETTENDORF	12/30/2022	119779	20221230	121.41	PAYROLL SUMMARY
		81000002051900		STATE DISBURSEMENT UNIT	12/30/2022	119787	20221230	600.00	PAYROLL SUMMARY
		81000002050400		MUNICIPAL FIRE & POLICE	12/16/2022	2300322	12/16 PAY DATEC	24,693.81	CITY SHARE FIRE PENSION
		81000002052300		CITY OF BETTENDORF/125 PLAN	12/30/2022	119783	20221230	1,652.27	PAYROLL SUMMARY
		81000002051500		AFLAC	12/16/2022	2300323	PR DATE 12/16	120.58	CI WRAP CONTRIBUTIONS
		81000002052300		GREAT AMERICAN PLAN ADMINISTRATORS	12/16/2022	2300324	PR DATE 12/16	638.63	12/16 CONTRIBUTIONS
		81000002050200		MUNICIPAL FIRE & POLICE	12/16/2022	2300322	12/16 PAY DATEA	36,858.66	CITY SHARE POLICE PENSION
		81000002052300		ANCHOR NATIONAL LIFE INSURANCE CO	12/30/2022	119777	20221230	213.59	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT.	81000002051500		ICMA RETIREMENT TRUST - 457	12/16/2022	2300321	PRDATE12/16/22B	2,644.33	After Tax Roth IRA
		81000002059900		MARSHA L COMBS-SKINNER	12/30/2022	119785	20221230	141.24	PAYROLL SUMMARY
		81000002051000		IPERS COLLECTIONS	12/16/2022	2300329	121028538A	52,220.94	city share Ipers
		81000002059900		IOWA C.O.P.S.	12/16/2022	2300325	PR DATE 12/16	50.00	12/16 CONTRIBUTIONS
		81000002050900		INTERNAL REVENUE SERVICE	12/16/2022	2300326	27027534439929B	25,022.59	Medicare W/h Tax
		81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	12/16/2022	2300330	PR 12/16	1,000.53	457 Contributions
		81000002051100		MUNICIPAL FIRE & POLICE	12/16/2022	2300322	12/16 PAY DATE	14,496.73	EMPLOYEE SHARE POLICE PENSION
		81000002050800		INTERNAL REVENUE SERVICE	12/16/2022	2300326	27027534439929A	65,990.98	Fica W/H Tax
		81000002051200		MUNICIPAL FIRE & POLICE	12/16/2022	2300322	12/16 PAY DATEB	9,712.21	EMP SHARE FIRE PENSION
		81000002052300		PACIFIC LIFE INSURANCE	12/30/2022	119786	20221230	247.74	PAYROLL SUMMARY



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
COMPANY									
	LIABILITY CLEARING ACCT.	81000002059900		BETTENDORF POLICE BENEVOLENT FUND	12/30/2022	119778	20221230	102.00	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT. - Summary							469,654.69	
	LIFE FITNESS CTR FUND	57000002211000		TREASURER, STATE OF IOWA	12/20/2022	2300335	0-002-373-693	160.71	NOVEMBER SALES TAX - LFC
	LIFE FITNESS CTR FUND - Summary							160.71	
	PALMER HILLS GOLF COURSE	56000002211000		TREASURER, STATE OF IOWA	12/20/2022	2300335	0-002-373-693A	4,994.75	NOVEMBER SALES TAX - PHGC
	PALMER HILLS GOLF COURSE - Summary							4,994.75	
	SEWER UTILITY	52000002211000		TREASURER, STATE OF IOWA	12/22/2022	2300334	2466448	4,183.53	MONTHLY NOVEMBER RETURN
	SEWER UTILITY - Summary							4,183.53	
	SOLID WASTE/RECYCLING ENT	55000002211000		TREASURER, STATE OF IOWA	12/22/2022	2300334	2466448B	10.37	MONTHLY NOVEMBER RETURN
	SOLID WASTE/RECYCLING ENT - Summary							10.37	
	STORM WATER UTILITY	58000002211000		TREASURER, STATE OF IOWA	12/22/2022	2300334	2466448A	2,456.13	MONTHLY NOVEMBER RETURN
	STORM WATER UTILITY - Summary							2,456.13	
	- Summary							488,237.62	
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802299	9PK002	CENTRAL EXCAVATING	01/04/2023	119798	1436	11,836.95	STORM SEWER INSTALL Mcmanus Park
		40050504802290	PW0544	TERRACON CONSULTANTS, INC.	01/04/2023	119869	TH73012	268.00	2022 ALLEY REHAB CYLINDER TESTING PCC
		40050504802307	CD0067	TEMPLE EDGE-LIT	01/04/2023	119868	INV0225002	3,464.20	LIGHT ST SIGN-MAPLECREST
		40050504802299	9PK002	CDMI CONCRETE CONTRACTORS, INC.	01/04/2023	119797	1941-357	45,620.80	RESURFACING COURTS @ MCMANUS & MEIER PARK
		40050504802304	CD0104	HALIFAX SECURITY INC.	01/04/2023	119817	0415096-IN	3,732.00	#3 INTERSECTION TRAFFIC CAMERAS
		40050504802307	CD0102	SPRINGFIELD ELECTRIC	01/04/2023	119867	S010216331.001	1,236.56	FUSE HOLDERS



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802290	PW0558	TERRACON CONSULTANTS, INC.	01/04/2023	119869	TH73011	104.00	KYNNELWORTH DR RECONST PCC CYLINDER TESTING
		40050504802299	PW0533	CDMI CONCRETE CONTRACTORS, INC.	01/04/2023	119797	8	19,314.83	#8 FINAL TANGLEWOOD RD RECONST 11-5-22TO12-21-22
		40050504802299	PW0568	LOVEWELL FENCING	01/04/2023	119839	64129	13,555.75	GUARD RAIL INSTALL
		40050504802304	CD0082	HALIFAX SECURITY INC.	01/04/2023	119817	0415097-IN	6,143.00	#8 TRAFFIC FLOW CAMERAS
		40050504807074	CD0080	KTS	12/28/2022	119769	103122	390.00	CONTRACT HOURS OCTOBER 22 13 HOURS
		40050504802299	PW0558	LANGMAN CONSTRUCTION COMPANY	01/04/2023	119835	5	8,269.08	PE #5 FINAL KYNNELWORTH DR RECONSTRUCTION
		40050504802290	PW0404	TERRACON CONSULTANTS, INC.	01/04/2023	119869	TH73228	94.00	I-74 PARKING LOT IMP CYLINDER TESTING
		40050504802299	PW0381	VALLEY CONSTRUCTION	12/21/2022	119764	101122	17,661.83	SEWER LATERAL INSTALL FG
		40050504807074	CD0082	HALIFAX SECURITY INC.	01/04/2023	119817	0415097-IN	9,409.78	#8 TRAFFIC FLOW CAMERAS
		40050504802290	PW0518	TERRACON CONSULTANTS, INC.	01/04/2023	119869	TH73007	104.00	2022 FULL DEPTH PATCH PCC CYLINDER TESTING
		40050504802299	PW0550	AMERICORE, LLC	01/04/2023	119790	4	45,231.59	#4 FINAL 2022 SIDEWALK REPAIR 11-2-22 TO12-21-22
		40050504802299	PW0404	EMERY CONSTRUCTION GROUP INC	01/04/2023	119810	2	2,244.80	PE #2 RETAINAGE I-74 PARKING LOT IMPROVEMENT
		40050504802290	PW0562	TERRACON CONSULTANTS, INC.	01/04/2023	119869	TH73037	1,062.40	COMPETITION DR EXT REPAIR TESTING
		40050504802290	CD0105	HDR ENGINEERING, INC.	01/04/2023	119819	1200482501	6,432.04	#9 FIBER NETWORK MASTER PLAN 10/23/22-11/26/22
		40050504802304	CD0051	HALIFAX SECURITY INC.	01/04/2023	119817	0415097-IN	13,455.22	#8 TRAFFIC FLOW CAMERAS
		CAPITAL PROJECTS - Summary							
LIFE FITNESS CTR FUND	57050504997074	CC0001	J.L. BRADY COMPANY LLC	01/04/2023	119831	89837	15,540.00	COMM CENT 2ND FLOOR HVAC SYSTEM REPLACEMENT	
LIFE FITNESS CTR FUND - Summary								15,540.00	
PALMER HILLS GOLF COURSE	56050504992299	2GC011	KELLY CONSTRUCTION OF DAVENPORT INC	01/04/2023	119833	366130	28,440.00	PHGC CART PATH	



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description	
CAPITAL PROJECTS	PALMER HILLS GOLF COURSE - Summary							28,440.00		
	STORM WATER UTILITY	58050504992299	SM0107	MILLER TRUCKING AND EXCAVATING	01/04/2023	119842	2	38,091.46	PE #2 FINAL STAFFORD CRK STORM SEWER REP	
		58050504992290	SM0107	TERRACON CONSULTANTS, INC.	01/04/2023	119869	TH73059	166.00	STAFFORD CRK STORM SEWER REPAIR TESTING	
		58050504992299	SM0144	MILLER TRUCKING AND EXCAVATING	01/04/2023	119842	123208	15,096.89	TREE REMOVAL AT TANGLEFOOT CT	
	STORM WATER UTILITY - Summary							53,354.35		
CAPITAL PROJECTS - Summary									306,965.18	
CITY ADMINISTRATION	GENERAL FUND	00141014602306		BETTENDORF OFFICE PRODUCTS,INC	01/04/2023	119793	0471904-001	117.00	50 LAMINATED COPIES OF CORRECTED STRATEGIC PLAN	
		00141024612244		MERCHANT SERVICES	12/02/2022	2300318	1122D	58.93	Bankcard Fees Business License	
		00141014602306		BETTENDORF OFFICE PRODUCTS,INC	01/04/2023	119793	0471833-001	11.33	SIGN HERE POST IT FLAGS	
		00141014602306		BETTENDORF OFFICE PRODUCTS,INC	01/04/2023	119793	0471825-001	117.00	50 LAMINATED COPIES OF STRATEGIC PLAN 22/23	
		00141014601304		WATERFRONT DELI & RESTAURANT	01/04/2023	119875	121922	172.50	MTG W/CITY STAFF & CONG REGIONAL DIRECTORS	
		00141014601304		WATERFRONT DELI & RESTAURANT	01/04/2023	119875	121522	90.45	PUBLIC SAFETY MTG W/CITY STAFF & MVONDRAN OF TAG	
		00141014601304		HY-VEE, INC. PW & AD	01/04/2023	119823	102222	164.00	Breakfast for mayor admin council admin asst	
		00141014602306		IMPERIAL	01/04/2023	119825	288002:227912	99.45	COFFEE SUPPLIES FOR CITY HALL AND POLICE DEPT	
	GENERAL FUND - Summary									830.66
CITY ADMINISTRATION - Summary									830.66	
COMMUNITY DEVELOPMENT	GENERAL FUND	00130064161301		IOWA ASSOCIATION OF BLDG OFFICIALS	01/04/2023	119828	2023 IABO	135.00	ASSOC DUES-PETERSEN STILS ON CAIN CONNORS & GIBNEY	
		00130064162244		MERCHANT SERVICES	12/02/2022	2300318	1122A	1,954.03	Bankcard Fees Inspections	
		00130064162290		HANDICAPPED DEVELOPMENT CENTER	01/04/2023	119818	753767	761.00	SCAN ARCHITECT DRAWINGS	



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
COMMUNITY DEVELOPMENT	GENERAL FUND	- Summary						2,850.03	
COMMUNITY DEVELOPMENT		- Summary						2,850.03	
		00135014512290		LOGO PRO, LLC	01/04/2023	119838	20511	260.00	Jackets
	GENERAL FUND	00135014512290		PROFESSIONAL DEVELOPERS OF IOWA/PDI	01/04/2023	119852	300000398	365.00	MEMBERSHIP DUES 2023
ECONOMIC DEVELOPMENT	GENERAL FUND	- Summary						625.00	
	RIVERBOAT GAMING	00235024512299		ONE CORPORATION	01/04/2023	119844	01032023	350,000.00	Annual ED Grant
	RIVERBOAT GAMING	- Summary						350,000.00	
ECONOMIC DEVELOPMENT		- Summary						350,625.00	
		55511014942106		SHERWIN WILLIAMS CO.	01/04/2023	119866	2727-1	36.17	PAINT FOR CELEBRATION ROOM
		55511014942307		CINTAS FIRST AID & SAFETY #D89	01/04/2023	119801	5136649827	123.00	FIRST AID SUPPLIES
FAMILY MUSEUM	FMLY MUSEUM/ARTS & SCIENCE	55511024942140		CORNER STORE - LEARNING CAMPUS	01/04/2023	119804	111731	84.00	PROPS FOR EXHIBITS
		55511014942244		VANTIV INTEGRATED PAYMENTS	12/06/2022	2300319	1122B	1,642.00	Bankcard Fees Museum
		55511054942214		DIMENSIONAL GRAPHICS	01/04/2023	119806	100775	610.00	ZOOSEUM PASS CARDS
	FMLY MUSEUM/ARTS & SCIENCE	- Summary						2,495.17	
FAMILY MUSEUM		- Summary						2,495.17	
	ELEC.EQUIP.REPLACEMENT FD	40202434807074		BERRYDUNN	12/28/2022	119767	423937	26,450.00	PROFESSIONAL SERVICES FOR ERP SELECTION
	ELEC.EQUIP.REPLACEMENT FD	- Summary						26,450.00	
FINANCE		00102024612250		UMB BANK	12/22/2022	2300348	935761	250.00	BOND PAYING AGENT FEES 185416070
	GENERAL FUND	00102024612250		UMB BANK	12/22/2022	2300348	935824	600.00	BOND PAYING AGENT FEES 1656
		00102024612304		PIGOTT, INC	01/04/2023	119849	133363	1,497.32	Finance cube remodel
		00102014612244		MERCHANT SERVICES	12/02/2022	2300318	1122F	15.48	Bankcard Fees 1%



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description	
FINANCE	GENERAL FUND								SW1,SW2,SW3	
		00102024612250		UMB BANK	12/22/2022	2300348	935955	250.00	BOND PAYING AGENT FEES 185407897	
		00102024612250		UMB BANK	12/22/2022	2300348	935862	250.00	BOND PAYING AGENT FEES 185387347	
		00102024612250		UMB BANK	12/22/2022	2300348	935741	250.00	BOND PAYING AGENT FEES 185413937	
		00102024612250		UMB BANK	12/22/2022	2300348	935879	250.00	BOND PAYING AGENT FEES 185393550	
		00102024612250		UMB BANK	12/22/2022	2300348	935901	250.00	BOND PAYING AGENT FEES 185400488	
		00102024612307		PROFORMA XTREME	01/04/2023	119853	BT51001571A	441.23	10-99 and W-2 Mailing Envelopes	
		00102024612250		UMB BANK	12/22/2022	2300348	935956	250.00	BOND PAYING AGENT FEES 185407905	
		00102024612250		UMB BANK	12/22/2022	2300348	935707	250.00	BOND PAYING AGENT FEES 185411964	
		00102024612250		UMB BANK	12/22/2022	2300348	935710	250.00	BOND PAYING AGENT FEES 185411972	
		00102024612250		UMB BANK	12/22/2022	2300348	935807	300.00	BOND PAYING AGENT FEES 185419876	
		00102024612250		UMB BANK	12/22/2022	2300348	935743	250.00	BOND PAYING AGENT FEES 185413945	
		00102304612304		PIGOTT,INC	01/04/2023	119849	133363A	1,497.31	Finance cube remodel	
		00102024612250		UMB BANK	12/22/2022	2300348	935763	250.00	BOND PAYING AGENT FEES 185416088	
		00102024612307		CULLIGAN OF DAVENPORT	01/04/2023	119805	0498181	14.15	water	
		GENERAL FUND - Summary								7,115.49
	INFORMATION SERVICES		68802314942130		ONENECK IT SOLUTIONS LLC	01/04/2023	119845	INV000034684	937.50	CISCO PHONE MONTHLY MAINT
INFORMATION SERVICES - Summary								937.50		
SEWER UTILITY		52002044902244		MERCHANT SERVICES	12/02/2022	2300318	1122G	3,962.71	Bankcard Fees ut,sw1,sw2	



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
FINANCE	SEWER UTILITY	52002044902244		AUTHORIZE.NET	12/02/2022	2300317	1122	30.00	Online Payment Gateway
	SEWER UTILITY	- Summary						3,992.71	
	VEHICLE REPLACEMENT FUND	40102424807074		RACOM	01/04/2023	119856	22INV1073	11,790.42	ELECTRONICS EQUIP INSTALL REMOVAL PD ADM LT VEH
	VEHICLE REPLACEMENT FUND	- Summary						11,790.42	
FINANCE	- Summary							50,286.12	
FIRE	GENERAL FUND	00104124142306		BETTENDORF OFFICE PRODUCTS,INC	01/04/2023	119793	0471865-001	13.98	RUBBERBANDS/PLAN REVIEWS
		00104114142104		ALEXIS FIRE EQUIPMENT COMPANY	01/04/2023	119788	0074552-IN	104.78	VALVE/E1
		00104114141209		PANTHER UNIFORMS INC.	01/04/2023	119847	26636	704.70	BADGES
		00104114141209		PANTHER UNIFORMS INC.	01/04/2023	119847	26572	1,578.00	NAME PLATESBADGES
		00104114141209		PANTHER UNIFORMS INC.	01/04/2023	119847	26395	1,230.00	BADGES
		00104154142299		JOHNSON CONTROLS FIRE PROTECTION LP	01/04/2023	119832	23268236	2,316.24	FIRE ALARM INSP/TEST ST2 1/1/23-12/31/23
		00104154142299		THYMET PEST CONTROL	01/04/2023	119870	135911	58.00	MONTHLY SERVICE/ST2
		00104154142299		JOHNSON CONTROLS FIRE PROTECTION LP	01/04/2023	119832	23268297	2,515.67	FIRE ALARM INSP/TEST ST4 1/1/23-12/31/23
		00104114142106		SANDRY FIRE SUPPLY	01/04/2023	119864	INV-025287	23.75	SCBA REPAIR
		00104124142306		BETTENDORF OFFICE PRODUCTS,INC	01/04/2023	119793	0471826-001	9.25	RUBBERBANDS/PLAN REVIEWS
		00104114141209		PANTHER UNIFORMS INC.	01/04/2023	119847	26576	216.00	JACKETS/SCRITCHFIELD, DECKERT, KOZLIK
		00104014142213		VERMEER, DR. RICHARD L.	01/04/2023	119872	010123	900.00	PROFESSIONAL SERVICEOCT- DEC 2022
	GENERAL FUND	- Summary						9,670.37	
FIRE	- Summary							9,670.37	
HUMAN RESOURCES	GENERAL FUND	00142014662213		GENESIS PSYCHOLOGY ASSOCIATES	01/04/2023	119815	121222	800.00	NEW POLICE OFFICER EVALUATIONS



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
HUMAN RESOURCES	GENERAL FUND	00142014661304		NPELRA	01/04/2023	119843	120222	215.00	ANNUAL MEMBERSHIP
		00142014661305		BUCK, ASHLEY	01/04/2023	119795	122222	555.56	TUTION REIMBURSEMENT - ASHLEY BUCK
		00142014662213		RADIOLOGY GROUP, P.C., S.C.	01/04/2023	119857	1214452	60.00	NEW EMPLOYEE SCREENING
		00142014662290		WINTER WALKING	01/04/2023	119876	60675B	137.61	WINTER WALKING GRIPS SPLIT COST WITH PARKS
		00142014662213		IDENTIPHOTO	01/04/2023	119824	0237907-IN	307.46	EMPLOYEE BADGE SUPPLIES
		00142014662342		WASTYN & ASSOCIATES, INC.	01/04/2023	119874	2803	3,375.00	LEADERSHIP TRAINING
		00142014662213		PERSONAL ASSISTANCE SERVICES	01/04/2023	119848	11815	2,060.40	QUARTERLY EAP SERVICES 1/1/23-3/31/23
		00142014662213		CHAMPS TROPHY	01/04/2023	119800	3200	3.25	APPRECIATION PLATE - SCOTT WEBSTER
	GENERAL FUND	- Summary						7,514.28	
HUMAN RESOURCES	- Summary						7,514.28		
LIBRARY	GENERAL FUND	00106014402244		MERCHANT SERVICES	12/02/2022	2300318	1122B	153.79	Bankcard Fees Library
	GENERAL FUND	- Summary						153.79	
LIBRARY	- Summary						153.79		
MAYOR & COUNCIL	EMPLOYEE INSURANCE	68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	12/16/2022	2300346	12092022	60,996.87	MEDICAL CLAIMS 12/03-12/09/2022
		68601064942294		DELTA DENTAL	12/16/2022	2300343	352050000202269	0.00	DENTAL CLAIMS 11/29-12/05 2022
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	12/09/2022	2300345	12022022	60,958.68	MEDICAL CLAIMS 12/01-12/02/2022
		68601064942298		MEDTRAK SERVICES	12/21/2022	2300337	121522A	58,157.47	PHARMACY CLAIMS 12/01/22 - 12/15/2022
		68601064942294		DELTA DENTAL	12/19/2022	2300344	352050000202270	5,365.01	DENTAL CLAIMS 12/06-12/12 2022
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	12/16/2022	2300346	12092022A	-15,137.94	STOP LOSS REIMBURSEMENTS
		68601064942294		DELTA DENTAL	12/12/2022	2300343	352050000202269	3,304.60	DENTAL CLAIMS 11/29-12/05 2022



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
MAYOR & COUNCIL	EMPLOYEE INSURANCE	68601064942296		EMPLOYEE BENEFIT SYSTEM	12/09/2022	2300341	12072022	320.00	VISION CLAIMS CKS 2363
		68601064942283		EMPLOYEE BENEFIT SYSTEM	01/04/2023	119811	000036442	855.14	VISION CLAIMS
		68601064942288		MADISON NATIONAL LIFE INSURANCE CO	12/23/2022	2300336	01312023A	12,152.62	LIFE AND LTD JAN
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	12/23/2022	2300347	12162022A	272.92	STOP LOSS REIMBURSEMENTS
		68601064942283		MEDTRAK SERVICES	12/21/2022	2300337	121522B	761.50	ADMIN FEES 12/01-12/15/22
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	12/23/2022	2300347	12162022	78,589.39	MEDICAL CLAIMS 12/10-12/16/2022
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	12/09/2022	2300345	12022022A	-34.98	STOP LOSS REIMBURSEMENTS
		68601064942296		EMPLOYEE BENEFIT SYSTEM	12/16/2022	2300342	12142022	531.00	VISION CLAIMS CKS 2364 - 2365
	EMPLOYEE INSURANCE	- Summary						267,092.28	
MAYOR & COUNCIL	GENERAL FUND	00101014602213		GRABER, EDMUND C.	01/04/2023	119816	122722	1,832.00	CONSULTING SERVICES FOR DECEMBER 1 - 31, 2022
		00101014602213		QUAD CITIES REGIONAL VISION	01/04/2023	119855	1027	5,000.00	2ND YEAR PLEDGE FOR Q2030
		00101014602290		HIGHTECH SIGNS	01/04/2023	119821	26322	4,829.35	BETTENDORF LOGO SIGN FOR CITY HALL LOBBY
	GENERAL FUND	- Summary						11,661.35	
	RISK MANAGEMENT	68401054942268		IOWA COMMUNITIES ASSURANCE POOL	01/04/2023	119829	ICP059373A1	1,197.23	CAMERON BAKER CLAIM
MAYOR & COUNCIL		RISK MANAGEMENT	- Summary						1,197.23
MAYOR & COUNCIL		- Summary						279,950.86	
PARKS & RECREATION	LIFE FITNESS CTR FUND	57007034942244		MERCHANT SERVICES	12/02/2022	2300318	1122E	12.00	Bankcard Fees REC (Online)
	LIFE FITNESS CTR FUND	- Summary						12.00	
	PALMER HILLS GOLF COURSE	56007134942244		VANTIV INTEGRATED PAYMENTS	12/06/2022	2300319	1122A	648.58	Bankcard Fees Grill



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

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PARKS & RECREATION	PALMER HILLS GOLF COURSE	56007114942244		VANTIV INTEGRATED PAYMENTS	12/06/2022	2300319	1122	2,954.66	Bankcard Fees	GOLF
		56007114942244		MERCHANT SERVICES	12/02/2022	2300318	1122C	129.47	Bankcard Fees Golf Range	Balls
	PALMER HILLS GOLF COURSE - Summary							3,732.71		
PARKS & RECREATION	- Summary							3,744.71		
POLICE	CHAPLAINS PETTY CASH	27403454102307		KELLY VALE	12/21/2022	119761	12202022A	81.69	cleaning supplies	holiday basket
	CHAPLAINS PETTY CASH - Summary							81.69		
	GENERAL FUND	00103134101301		KELLY VALE	12/21/2022	119761	12202022	40.00	Membership	
		00103114101301		MILAN RIFLE CLUB	12/21/2022	119763	12202022B	175.00	2023 Membership Renewal	Eric Poirier
		00103114102304		LMT DEFENSE	12/21/2022	119762	SLS076211	9,785.55	LAUNCHERS	
		00103104101303		IOWA LAW ENFORCEMENT ACADEMY	01/04/2023	119830	322540	625.00	FIREARMS INSTR SCHOOL FLICKINGER	
		00103154102299		SCOTT COUNTY SHERIFF'S OFFICE	01/04/2023	119865	2023-63	1,975.00	BOOKING FEES (NOV)	
		00103164102304		HALIFAX SECURITY INC.	01/04/2023	119817	0415134-IN	5,662.50	TRAFFIC FLOW CAMERA	
		00103114101209		GALLS, LLC.	01/04/2023	119814	022817065	185.07	BATONS	
		00103114101301		MILAN RIFLE CLUB	12/21/2022	119763	12202022A	175.00	2023 Membership Renewal	Patrick Mesick
		00103114101301		MILAN RIFLE CLUB	12/21/2022	119763	12202022	175.00	2023 Membership Renewal	Wyatt Flickinger
		00103114102307		FRED'S TOWING SERVICE	01/04/2023	119813	147104	522.00	TOW/INCIDENT 56489	
		GENERAL FUND - Summary							19,320.12	
POLICE	- Summary							19,401.81		
PUBLIC WORKS	FMLY MUSEUM/ARTS & SCIENCE	55505254942101	2300FM	INTEGRITY CLEANING SYSTEMS, INC.	01/04/2023	119827	121222	896.00	FAM MUS WINDOW CLEANING	
		55505254942101	2300FM	HOMETOWN PLG & HTG CO INC	01/04/2023	119822	69177	441.00	FAM MUS DRINKING FTN	REPAIR
		55505264942299	2301FM	CINTAS LOC 23M	01/04/2023	119802	4139435123	329.85	FAM MUS FLOOR MATS	



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

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PUBLIC WORKS	FMLY MUSEUM/ARTS & SCIENCE	55505254942101	2300FM	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56417	42.00	FAM MUS FIRE EXT SERVICE
		55505254942299	2300FM	JOHNSON CONTROLS FIRE PROTECTION LP	01/04/2023	119832	23268814	4,375.03	FAM MUS ALARM MONITORING/ TESTING ETC
	FMLY MUSEUM/ARTS & SCIENCE - Summary							6,083.88	
	GENERAL FUND	00105254642101	2300CH	INTEGRITY CLEANING SYSTEMS, INC.	01/04/2023	119827	121222A	528.00	CITY HALL WINDOW CLEANING
		00105254642101	2300LB	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56416	63.00	LIBRARY FIRE EXT SERVICE
		00105724422323		HALIFAX SECURITY INC.	01/04/2023	119817	0415097-IN	848.00	#8 TRAFFIC FLOW CAMERAS
		00105264642299	2301MC	CINTAS LOC 23M	01/04/2023	119802	4139888177	72.49	MAINT CENT FLOOR MATS
		00105264642299	2301CH	CINTAS LOC 23M	01/04/2023	119802	4139888194	68.10	CITY HALL FLOOR MATS
		00105264642299	2301LB	CINTAS LOC 23M	01/04/2023	119802	4140133711	122.86	LIBRARY FLOOR MATS
		00105254642101	2300MC	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56414	7.00	MAINT CENT FIRE EXT SERVICE
		00105254642101	2300LB	INTEGRITY CLEANING SYSTEMS, INC.	01/04/2023	119827	121222C	1,175.00	LIBRARY WINDOW CLEANING
		00105254642101	2300MC	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56413	17.00	MAINT CENT PARKS BLDG FIRE EXT SERVICE
		00105254642101	2300MC	INTEGRITY CLEANING SYSTEMS, INC.	01/04/2023	119827	121222B	360.00	MAINT CENTNER WINDOW CLEANING
		00105254642101	2300MC	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56407	101.50	MAINT CENT FIRE EXT SERVICE
		00105724422299		S J SMITH CO. INC.	01/04/2023	119863	672018	63.00	O2 SUPPLY & RENTAL
		00105254642101	2300MC	REPUBLIC COMPANIES	01/04/2023	119859	6184699-00	182.40	MAINT CENT WIRE SUPPLY
		00105254642299	2300MC	JOHNSON CONTROLS FIRE PROTECTION LP	01/04/2023	119832	23268573	2,114.99	MAINT CTR ALARM MONITORING/ TESTING ETC
		00105254642299	2300CH	JOHNSON CONTROLS FIRE PROTECTION LP	01/04/2023	119832	23268560	6,114.46	CITY HALL ALARM MONITORING/ TESTING ETC
		00105254642101	2300CH	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56406	59.50	CITY HALL FIRE EXT SERVICE



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PUBLIC WORKS	GENERAL FUND	00105724422325		PULS COMPANY	01/04/2023	119854	5719	3,263.60	IRRIGATION REPAIRS
		00105254642299	2300LB	JOHNSON CONTROLS FIRE PROTECTION LP	01/04/2023	119832	23268243	3,401.17	LIBRARY ALARM MONITORING/ TESTING ETC
	GENERAL FUND - Summary							18,562.07	
	LIFE FITNESS CTR FUND	57005254942101	CC0001	REPUBLIC COMPANIES	01/04/2023	119859	6185414-00	62.09	COMM CENT EXT LIGHTING PROJ
		57005254942101	2300CC	REPUBLIC COMPANIES	01/04/2023	119859	6184428-00	63.63	COMM CENT LED BULBS
		57005254942299	2300CC	JOHNSON CONTROLS FIRE PROTECTION LP	01/04/2023	119832	23268654	1,913.73	COMM CENT ALARM MONITORING/ TESTING ETC
		57005254942101	CC0001	REPUBLIC COMPANIES	01/04/2023	119859	6185091-00	242.68	COMM CENT WALL PACKS/LIGHTING
		57005254942101	2300CC	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56415	15.00	COMM CENT FIRE EXT SERVICE
	LIFE FITNESS CTR FUND - Summary							2,297.13	
	MUNICIPAL GARAGE	68305204942324		TRUCK COUNTRY OF IOWA	01/04/2023	119871	X106475693:01	241.65	BLOWER KIT
		68305204942324		PRECISE MRM LLC	01/04/2023	119851	200-1040225	617.07	GPS UNITS
		68305204942307		MIDWEST WHEEL & RIM CO	01/04/2023	119841	3056368-00	155.28	DIESEL SUPPLEMENT
		68305204942352		RILCO FLUID CARE, INC.	01/04/2023	119860	459596	314.60	DEF
		68305204942324		LINDQUIST FORD, INC.	01/04/2023	119836	385563	396.78	BRAKES
		68305204942324		ASPEN EQUIPMENT COMPANY	01/04/2023	119791	70008138	479.00	RAM ASSY
		68305204942324		EASTERN IOWA TIRE, INC.	12/21/2022	119759	100134127	5,724.95	TIRES AND REPAIR ON TIRES
		68305204942101		PLEASANT VALLEY COMMUNITY	01/04/2023	119850	23-86	3,280.50	TANK INSURANCE
		68305204942101		CENTRAL PETROLEUM EQUIPMENT CO	01/04/2023	119799	48342	178.98	FUEL PUMP REPAIR
		68305204942324		EASTERN IOWA TIRE, INC.	01/04/2023	119808	100134950	1,180.80	TIRES
		68305204942104		EASTERN IOWA TIRE, INC.	01/04/2023	119808	100135246	861.00	TIRE REPAIRS
		68305204942324		HENDERSON PRODUCTS	01/04/2023	119820	368400	234.83	ENCODER



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PUBLIC WORKS	MUNICIPAL GARAGE	68305204942324		LINDQUIST FORD, INC.	01/04/2023	119836	384543	77.32	CIRCUIT BREAKER
		68305204942101		PLEASANT VALLEY COMMUNITY	01/04/2023	119850	23-85	175.50	TANK MONITOR TESTING
		68305204942104		RIVERBEND SIGNWORKS	01/04/2023	119861	17659	450.00	VEHICLE WRAP
		68305204942104		EASTERN IOWA TIRE, INC.	12/28/2022	119768	100133514	3,561.00	1502 REPAIRS
		68305204942307		S J SMITH CO. INC.	01/04/2023	119863	671843	192.85	GAS SUPPLY
		68305204942324		CARQUEST AUTO PARTS STORE	01/04/2023	119796	6604-411345	3.95	OIL FILTER
		68305204942104		GREEN BUICK GMC INC.	12/21/2022	119760	739023	4,300.15	VEHICLE REAPIR & CORE CR
		68305204942104		KILBURG EQUIPMENT, LLC.	01/04/2023	119834	2835	5,573.94	PARTS AND LABOR
		68305204942231		CINTAS LOC 23M	01/04/2023	119802	4140591341	56.04	LAUNDRY
		68305204942307		1ST AYD CORPORATION	01/04/2023	119877	PSI579572	511.64	BRAKE CLEANER
		68305204942324		EASTERN IOWA TIRE, INC.	01/04/2023	119808	100135247	2,666.50	TIRES
		68305204942104		EASTERN IOWA TIRE, INC.	12/28/2022	119768	100132988	267.00	1502 REPAIRS
		68305204942307		CARQUEST AUTO PARTS STORE	01/04/2023	119796	6604-411165	21.46	SHOP SUPPLIES
		68305204942231		CINTAS LOC 23M	01/04/2023	119802	4139888239	56.04	LAUNDRY
		68305204942324		BAUER BUILT, INC.	01/04/2023	119792	230115105	479.24	TIRES
		68305204942324		LINDQUIST FORD, INC.	01/04/2023	119836	385569	257.50	LINK ASSY
		68305204942307		CARQUEST AUTO PARTS STORE	01/04/2023	119796	6604-411164	15.10	SHOP SUPPLIES
		68305204942104		EASTERN IOWA TIRE, INC.	01/04/2023	119808	100134949	344.40	TIRE REPAIRS
		68305204942307		WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56408	93.00	FIRE EXTINGUISHERS
		68305204942324		BOYLERS ORNAMENTAL IRON, INC.	01/04/2023	119794	22346101	253.00	ANGLE IRON
	MUNICIPAL GARAGE	- Summary						33,021.07	



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	PALMER HILLS GOLF COURSE	56005254942101	2300GC	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56411	17.50	PALMER FIRE EXT SERVI CE
		56005254942101	2300GC	WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56412	17.50	PALMER FIRE EXT SERVICE
	PALMER HILLS GOLF COURSE - Summary							35.00	
	ROAD USE FUND	20605114202307		LOGAN CONTRACTORS SUPPLY, INC.	01/04/2023	119837	B38560	154.83	SHOWVEL, SEALING TIPS
		20605144232307		SHERWIN WILLIAMS CO.	01/04/2023	119866	7049-4	228.06	FILTERS, STRIPING
		20605304232108		MID AMERICAN ENERGY	01/04/2023	119840	533901133	72.53	hopewell and middle signal
		20605014292306		IMPERIAL	01/04/2023	119825	288002:227470	27.95	TEA
		20605114202307		LOGAN CONTRACTORS SUPPLY, INC.	01/04/2023	119837	B38563	46.52	HAMMER
		20605114202307		RIVERSTONE GROUP INC.	01/04/2023	119862	1180884	768.15	UPM MIX
		20605144232307		FASTENAL COMPANY	01/04/2023	119812	IABET160084	78.56	BOLTS, FINE MARKER
		20605144232307		SHERWIN WILLIAMS CO.	01/04/2023	119866	1956-7	108.28	STRIPING
		20605114202310		ALTORFER MACHINERY COMPANY	01/04/2023	119789	PC180018758	47.50	RAIN GEAR
		20605304232108		MID AMERICAN ENERGY	01/04/2023	119840	534260222	10.00	lightng/Camera
		20605114202310		HANDICAPPED DEVELOPMENT CENTER	01/04/2023	119818	121422	595.00	WINTER STOCKING HATS
		20605024252299		TERRACON CONSULTANTS, INC.	01/04/2023	119869	TH72992	492.00	MISC PATCH REPAIRS PCC CYLINDER TESTING
		20605114201303		INSTITUTE OF BUSINESS PUBLICATIONS	01/04/2023	119826	IA16-00933405	132.50	SAFETY ALERT SUBSCRIPTION
		20605114202307		ALTORFER MACHINERY COMPANY	01/04/2023	119789	PC110346580	-7.68	CREDIT - TAX CHARGES
		20605114202299		OVERLAND SYSTEMS, INC.	01/04/2023	119846	29867	1,732.50	HAUL STREET SWEEPINGS AWAY
		20605304232307		REPUBLIC COMPANIES	01/04/2023	119859	6173360-01	708.00	LIGHT CONTACTOR
		20605024252299		TERRACON CONSULTANTS, INC.	01/04/2023	119869	TH73020	492.00	COTTAGES AT THE HEIGHTS PCC CYLINDER TESTING



City of Bettendorf Council Accounts Payable, 01/04/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description	
PUBLIC WORKS	ROAD USE FUND	- Summary						5,686.70		
	SEWER UTILITY	52005104902299		WALT LAMBACH FIRE PROTECTION	01/04/2023	119873	56405	10.50	FIRE EXT SERVICE	
		52005104901303		INSTITUTE OF BUSINESS PUBLICATIONS	01/04/2023	119826	IA16-00933405A	132.50	SAFETY ALERT SUBSCRIPTION	
	SEWER UTILITY	- Summary						143.00		
	SOLID WASTE/RECYCLING ENT	55005164912299		CITY OF DAVENPORT	01/04/2023	119803	1331774	15,471.50	COMPOST - FREE YW OCT & NOV	
		55005094912244		MERCHANT SERVICES	12/02/2022	2300318	1122H	3,992.31	Bankcard Fees 50% PW Recycle sw1,sw2.	
	SOLID WASTE/RECYCLING ENT	- Summary						19,463.81		
	STORM WATER UTILITY	58005194932244		MERCHANT SERVICES	12/02/2022	2300318	1122I	3,962.72	Bankcard Fees SW1,SW2 STRM WTR	
	STORM WATER UTILITY	- Summary						3,962.72		
	TRANSIT		58505474922106		DULTMEIER SALES LLC	01/04/2023	119807	3996382	47.20	CAR WASH SPRAY WANDS
			58505074921301		REECE, WILLIAM	01/04/2023	119858	10557	375.00	MEMBERSHIP RENEWAL
			58505474922106		DULTMEIER SALES LLC	01/04/2023	119807	3995238	6.60	CAR WASH HOSE HOOKS
			58505274922105		ECK'S AUTO SHINE	01/04/2023	119809	271	370.00	BUS WASHING 12/10 & 12/17
			58505074922244		MERCHANT SERVICES	12/02/2022	2300318	1122J	29.60	Bankcard Fees 50% PW
			58505474922106		DULTMEIER SALES LLC	01/04/2023	119807	3996606	60.60	CAR WASH HOSE SWIVELS
		TRANSIT	- Summary						889.00	
	PUBLIC WORKS	- Summary						90,144.38		
Overall - Summary							1,612,869.98			

City of Bettendorf
Accounts Payable Listing
01/04/23 Council Meeting

Date: 12/29/2022

ACCT #	ect PRG	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-0000-221.10-00		2300349	TREASURER, STATE OF IOWA	12/23/2022	0-002-366-293	16,682.41	SALES TAX 11/01-11/31/22
Total for Fund			590			16,682.41	
			QC WATERFRONT CONVENTION				
Department			N/A				
Total for Department						16,682.41	
590-2001-494.22-99		3465	THE GREEN THUMBERS	1/4/2023	1-708163	325.00	QCWCC Plant Maintenance
Total for Fund			590			325.00	
			QC WATERFRONT CONVENTION				
Department							
Total for Department						325.00	
Grand Total						17,007.41	

City of Bettendorf Parks Accounts Payable 01-04-23 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
001-0701-442.13-02		QUAD CITY TIMES	119889	1/4/2023	111522	26.00	DAILY NEWSPAPER SUBSCRIPT
001-0701-442.13-04		PALMER HILLS GOLF COURSE	119885	1/4/2023	121022	500.00	PARKS HOLIDAY PARTY
001-0703-443.22-33	REC037	BETZEL, MAURICE	119770	12/28/2022	121922	90.00	REFEREE
001-0703-443.22-33	REC037	CLEARMAN, TODD	119771	12/28/2022	121922	240.00	REFEREE
001-0703-443.22-33	REC037	JOHNSON, ROBERT	119772	12/28/2022	121922	90.00	REFEREE
001-0703-443.22-33	REC037	MORENO, JAMES JOHN	119773	12/28/2022	121922	120.00	REFEREE
001-0703-443.22-33	REC037	PAYNEY, HARLEY E. JR.	119774	12/28/2022	121922	360.00	REFEREE
001-0703-443.22-33	REC037	SERGEANT, DAVE	119775	12/28/2022	121922	90.00	REFEREE
001-0703-443.22-33	REC037	VERSTRAETE, SCOTT	119776	12/28/2022	121922	270.00	REFEREE
001-0703-443.22-99	REC063	RAUCH, KARIE	119890	1/4/2023	123122	1,680.00	PAINT CLASS INSTRUCTION -
001-0703-443.23-07	REC047	PAPA JOHNS	119886	1/4/2023	157599	825.00	PIZZA FOR PARK FOUNDATION
001-0730-443.22-02	REC055	TOWNSQUARE MEDIA QUAD CITIES, LI	119891	1/4/2023	3675648-2	467.61	RADIO AND BANNER ADS - FR
001-0730-443.22-15	REC055	UNITED RENTALS (NORTH AMERICA) IN	119892	1/4/2023	212661125-002	1,525.00	CONTAINER RENTAL - FROZE
001-0730-443.23-03	REC055	COCA-COLA ATLANTIC BOTTLING CO	119881	1/4/2023	3645241	142.08	POP FOR RESALE
001-0740-446.22-99	FEST03	CIVIL AIR PATROL	119880	1/4/2023	121322	300.00	HALLOWEEN PARADE
560-0000-201.10-00		M & M GOLF CARS, LLC	119883	1/4/2023	113022	3,813.60	25.89% OF GOLF CART PAYAB
560-0000-201.14-00		JON WADDELL GOLF SHOP LLC	119882	1/4/2023	NOV22D	183.50	CLUB REPAIR
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119882	1/4/2023	NOV22A	8,256.05	PROSHOP PAYABLES
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119882	1/4/2023	NOV22B	590.90	PROSHOP TAX
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119882	1/4/2023	NOV22C	-247.69	CITY'S 3%
560-0000-201.26-00		PETTY CASH - PARK BOARD	119887	1/4/2023	111322	37.00	TIP REPLACEMENT
560-0000-201.26-00		PETTY CASH - PARK BOARD	119887	1/4/2023	112022	53.00	TIP REPLACEMENT
560-0526-494.22-99	2301GC	CINTAS LOC 23M	119879	1/4/2023	4140133631	23.39	TOWEL AND APRON CLEANING
560-0526-494.22-99	2301GC	CINTAS LOC 23M	119879	1/4/2023	4140133645	134.43	MAT CLEANING - GOLF COURSE
560-0711-494.22-02		TOWNSQUARE MEDIA QUAD CITIES, LI	119891	1/4/2023	3647133-1	1,957.00	RADIO AND BANNER ADS - PA
560-0711-494.23-07		JON WADDELL GOLF SHOP LLC	119882	1/4/2023	120922	149.84	OPEN HOUSE/TOYS FOR TOTS
560-0713-494.23-26		COCA-COLA ATLANTIC BOTTLING CO	119881	1/4/2023	3636977	110.62	POP FOR RESALE
560-0713-494.23-26		PETTY CASH - PARK BOARD	119887	1/4/2023	110722	3.18	FOOD FOR RESALE
560-0713-494.23-26		PETTY CASH - PARK BOARD	119887	1/4/2023	102322	1.98	FOOD FOR RESALE
560-0715-494.22-99		MILLENNIUM WASTE, INC.	119884	1/4/2023	3427463T081	182.70	GARBAGE DISPOSAL
560-0715-494.23-07		BOYLERS ORNAMENTAL IRON, INC.	119878	1/4/2023	121522	2,145.00	MEMORIAL BENCH
570-0706-494.22-99		DAN PATRICK, LLC	119765	12/21/2022	113022	8,328.79	60% INDOOR
570-0706-494.22-99		DAN PATRICK, LLC	119765	12/21/2022	113022A	108.00	90% RACKET REPAIR

City of Bettendorf Parks Accounts Payable 01-04-23 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
570-0706-494.22-99		DAN PATRICK, LLC	119765	12/21/2022	113022B	-200.00	SEPT-APR LFC FEE
575-0525-494.21-01	2200PL	POOL TECH, INC.	119888	1/4/2023	29121-1	31.80	CONNECTOR PART
						32,388.78	