Bettendorf IOWA

a premier city

Vision

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

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

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

MONDAY, FEBRUARY 6, 2023

5:00 P.M.

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

AGENDA

I. SWEARING IN CEREMONY OF NICK PALCZYNSKI, 5TH WARD COUNCIL MEMBER

II. CONSENT AGENDA ITEMS

- Resolution ratifying Assistant City Administrator's implementation of the Administrative Policy for the City of Bettendorf's Brand Guidelines – Assistant City Administrator Jeff Reiter ***(See Consent E)***

- Resolution approving the amended site development plan for Lots 3 and 4, proposed FG 80 Holdings Second Addition, submitted by Focus Real Estate Development (Case 23-005) – Community Development Director Mark Hunt ***(See Consent M)***

III. REMAINING CONSENT AGENDA ITEMS

IV. OPERATIONAL ITEMS

V. ITEMS ADDED BY MAYOR AND COUNCIL

VI. PRESENTATION

- FY23/24 Recommended Budget Presentation – Finance Director Jason Schadt and City Administrator Decker Ploehn

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

CITY OF BETTENDORF CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL

TUESDAY, FEBRUARY 7, 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 Fire and Police Chaplain and Pastor of Asbury United Methodist Church, Pastor Tom Carver

4. **PROCLAMATION –** QC Mayors Young Adult Hiring Fair Day, Tuesday, February 21, 2023, requested by IowaWorks

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

6. **PUBLIC HEARING**

   Regarding the Pineacre Drive Reconstruction Project from Crestline Drive South to the end

7. **RESOLUTION**

   Council Member Sechser to present a resolution approving the plans, specifications, and form of contract for the advertising for bids for the Pineacre Drive Reconstruction Project from Crestline Drive South to the end

8. **PUBLIC HEARING**

   Regarding the Downtown Planting and Landscape Maintenance Program

9. **RESOLUTION**

   Council Member Baden to present a resolution approving the plans, specifications, and form of contract for the Downtown Planting and Landscape Maintenance Program

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

10. PUBLIC HEARING

Regarding the Forest Grove Drive Phase IV Project

11. RESOLUTION

Council Member Naumann to present a resolution approving the plans, specifications, and form of contract for the Forest Grove Drive Phase IV Project

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

Council Member Connors to present the second reading of an ordinance amending Bettendorf City Code Title 8, Chapter 2 entitled "Sewer Use and Service"

13. ORDINANCE

Council Member Adamson to present the third and final reading of an ordinance amending Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations of the Bettendorf City Code with amendments

14. ORDINANCE

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

15. CONSENT AGENDA

16. ADJOURN

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

CONSENT AGENDA
FEBRUARY 7, 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 January 17 and 24, 2023 (Approve and Adopt)

B. Resolution appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement, and Authorizing the Execution of the Agreement. (Approve and Adopt)

C. Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate. (Approve and Adopt)

D. Resolution fixing date for a meeting on the proposition of a loan and disbursement agreement and the issuance of not to exceed $1,000,000 Sewer Revenue Capital Loan Notes of the City of Bettendorf, State of Iowa, and providing of publication of notice thereof. (Approve and Adopt)

E. Resolution ratifying Assistant City Administrator's implementation of the Administrative Policy for the City of Bettendorf's Brand Guidelines. (Approve and Adopt)

F. Resolution authorizing three (3) new Fire Lieutenant positions and a Memorandum of Understanding between the City of Bettendorf and the Bettendorf Professional Firefighters Association relating to fire officers. (Approve and Adopt)

G. Resolution setting the date for a public hearing and directing the advertising for bids for the 23rd Street Resurfacing Project from Lincoln Road to Middle Road. (Approve and Adopt)

H. Resolution setting the date for a public hearing and directing the advertising for bids for the 2023 Full Depth Patching Program. (Approve and Adopt)

I. Resolution accepting improvements for the 2022 Street Resurfacing Program. (Approve and Adopt)

J. Resolution authorizing the submittal of Federal Fiscal year 2023 Certifications and Assurances for Federal Transit Administration Assistance Programs. (Approve and Adopt)

K. Resolution approving the amended final plat of FG 80 Holdings Second Addition, submitted by Focus Real Estate Development (Case 23-003). (Approve and Adopt)

L. Resolution approving the amended final plat of FG 80 Holdings Third Addition, submitted by Focus Real Estate Development (Case 23-004). (Approve and Adopt)

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

M. Resolution approving the amended site development plan for Lots 3 and 4, proposed FG 80 Holdings Second Addition, submitted by Focus Real Estate Development (Case 23-005). (Approve and Adopt)

N. Resolution reappointing members of the City of Bettendorf's Board of Appeals. (Approve and Adopt)

O. Resolution reappointing members of the City of Bettendorf's Electrical Commission. (Approve and Adopt)

P. Resolution reappointing members of the City of Bettendorf's Mechanical Board of Appeals. (Approve and Adopt)

Q. Resolution authorizing the Culture and Recreation Director to sign a Professional Services Agreement with Wastyn & Associates for Strategic Planning Services. (Approve and Adopt)

R. Resolution approving liquor license renewals and requests for Twin Span Brewing, Big 10 Mart #69, Azteca III, Tobacco 4 Less, Stout's Irish Pub, Hop N Shop Mart, The Q, Dollar General Stores #10776 and #1797, and The Vintage Pop Up Wine Bar. (Approve and Adopt)

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

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

Office of the Mayor
Proclamation

WHEREAS, *Quad Cities businesses are in need of employees to build a more skilled workforce, including young adults aged 16 – 24 of all skill levels; and*

WHEREAS*, Quad Cities young adults are receiving a quality education, which requires real world training to gain the workplace skills needed to become tax paying citizens who stay in the Quad Cities; and*

WHEREAS*, agencies, schools and the Mayors of the Quad Cities realize that in order to keep young adults in the community, local organizations must work together to provide education, jobs, and training.*

NOW THEREFORE, *I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby join all QCA Mayors and proclaim Tuesday, February 21, 2023 to be:*

"QC MAYORS' YOUNG ADULT HIRING FAIR DAY"

and encourage young adults aged 16 – 24 who are looking for a great job to attend the QC Mayors' Young Adult Hiring Fair on Tuesday, February 21, 2023, at the Waterfront Convention Center, 2021 State Street, Bettendorf, Iowa.

DATED *this 7th day of February, 2023*

_____

Mayor Robert S. Gallagher

MEETING DATE: February 7, 2023
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 1

Item Title:

Public hearing for the Pineacre Drive Reconstruction Project from Crestline Drive south to the end.

Resolution approving the plans, specifications and form of contract for the Pineacre Drive Reconstruction Project from Crestline Drive south to the end.

Explanation:

The proposed improvements consist of reconstructing approximately 960 linear feet of 27-foot wide and 6-inch thick P.C.C. pavement. Work includes traffic control, erosion control, sanitary & storm sewer replacement, concrete pavement with drainable granular base and drain tile, partial driveway replacement, street and boulevard grading, placement of topsoil, sodding, and watering.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

The overall project was approved with a total budget of $775,000 within the Community Improvement Program (CIP). The funding will be split between the following project numbers as the entire existing sanitary sewer and storm sewer systems are in need of complete replacement:

- PW0581 - $425,000
- SM0150 - $100,000
- SW0104 - $250,000

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

RESOLUTION NO._____-23

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE PINEACRE DRIVE RECONSTRUCTION PROJECT FROM CRESTLINE DRIVE SOUTH TO THE END

WHEREAS, plans, specifications, notice to bidders and form of contract are on file in the office of the City Engineer for construction of certain improvements to the street of said city; namely the

Pineacre Drive Reconstruction Project from Crestline Drive south to the end

WHEREAS, notice of hearing on the specifications, and form of contract was published as required by law, and

WHEREAS, a public hearing on the plans, specifications, and form of contract was held in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa, at 7:00 o'clock p.m. on the 7th day of February, 2023,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the plans, specifications, and form of contract be approved and adopted as the plans, specifications, and form of contract for said improvements.

Passed, Approved and Adopted this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: February 7, 2023
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 1

Item Title:

Public hearing for the Downtown Landscape Planting and Maintenance Program.

Resolution approving the plans, specifications and form of contract for the Downtown Landscape Planting and Maintenance Program.

Explanation:

This proposed contract is to provide various landscaping services in the downtown. The previous three (3) year contract has expired, and staff has reconfigured the various agreements into a larger single scope of services for downtown. The following scope is in included:

City Hall

- Planting maintenance of all existing perennials
- Furnish, installation, and maintenance of new annuals.
- Furnish, installation, and maintenance of new annuals within all existing planting pots
- Spring and fall cleanup of all landscape beds
- Watering and weeding of all landscape beds
- Chemical application and weekly mowing and trimming
- Irrigation system startup and shutdown
- Fountain startup, shutdown and seasonal maintenance

Downtown Planters

- Furnish, installation and maintenance of new annuals within all existing planting pots

Downtown Parking Lots (15th St and 18th St)

- Planting maintenance of all existing perennials
- Chemical application and weekly mowing and trimming

It should be noted that the previous downtown contracts included the Jetty Park. Parks Maintenance staff is planning to cover all mowing and landscape maintenance of that area going forward.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

This contract is funded within the operating budget (001-0712-450.22-99) with an annual budget of $180,000. That line item covers all beautification projects throughout the City.

List Attachments:

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

RESOLUTION NO._____-23

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE DOWNTOWN LANDSCAPE PLANTING AND MAINTENANCE PROGRAM

WHEREAS, plans, specifications, notice to bidders and form of contract are on file in the office of the City Engineer for construction of certain improvements to the landscape areas of said city; namely the

Downtown Landscape Planting and Maintenance Program

WHEREAS, notice of hearing on the specifications, and form of contract was published as required by law, and

WHEREAS, a public hearing on the plans, specifications, and form of contract was held in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa, at 7:00 o'clock p.m. on the 7th day of February, 2023,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the plans, specifications, and form of contract be approved and adopted as the plans, specifications, and form of contract for said improvements.

Passed, Approved and Adopted this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: February 7, 2023
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 5

Item Title:

Public hearing for the Forest Grove Drive Phase IV Project.

Resolution approving the plans, specifications and form of contract for the Forest Grove Drive Phase IV Project.

Explanation:

In accordance with the approved development agreement for the FG80 Development project to be located at the northeast corner of the Forest Grove Drive and Middle Road intersection, this project will include the reconstruction of Forest Grove Drive from four hundred feet (400') east of Middle Road to the east property line of the FG80 property, including the construction of a new roundabout at the Competition Drive intersection. This project is the final construction contract of the overall FG80 Development / Forest Grove Drive Phase IV improvements.

The proposed improvements will include approximately 8,830 square yards of 10-inch PCC pavement, 4,200 square yards of 5-inch PCC shared-use path pavement, 1,336 lineal feet of 15-inch diameter storm sewer main, 318 lineal feet of 18-inch diameter storm sewer main, and 462 lineal feet of 24-inch diameter storm sewer main and related improvements.

Due to the recent completion of the Competition Drive extension, all work west of that intersection including the roundabout can be done simultaneously with the Phase III improvements that will necessitate the closure of the Middle Road intersection. Competition Drive will be used as the Forest Grove Drive east-west detour. The remaining improvements east of the Competition Drive intersection will not be constructed until the Middle Road intersection is open to traffic.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

The overall FG80 Development / Forest Grove Drive Phase IV project is a multi-year project that was approved with multiple project numbers / budgets totaling $4,850,000 within the Community Improvement Program (CIP). An additional $1,100,391 grant was awarded through the State of Iowa RISE program which will go towards roadway construction for the project.

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

RESOLUTION NO._____-23

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE FOREST GROVE DRIVE PHASE IV PROJECT

WHEREAS, plans, specifications, notice to bidders and form of contract are on file in the office of the City Engineer for construction of certain improvements to the street system of said city; namely the

Forest Grove Drive Phase IV Project

WHEREAS, notice of hearing on the specifications, and form of contract was published as required by law, and

WHEREAS, a public hearing on the plans, specifications, and form of contract was held in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa, at 7:00 o'clock p.m. on the 7th day of February, 2023,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the plans, specifications, and form of contract be approved and adopted as the plans, specifications, and form of contract for said improvements.

Passed, Approved and Adopted this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: January 17, 2023
REQUESTED BY: Brent Morlok, P.E.
City Engineer
WARD: All

Item Title:

Ordinance amending Bettendorf City Code Title 8, Chapter 2 entitled "Sewer Use and Service".

Explanation:

As part of the Intergovernmental Agreement (28E) approved in 2019 between the Joint Use Sewer communities (Davenport, Bettendorf, Riverdale and Panorama Park), each city is required to pass and maintain substantively equal industrial waste and surcharge ordinances. These sections of the ordinance govern industrial sewer users and are specific to critical items such pretreatment, local limits, state permitting, etc.

A previous revision to those ordinances based upon changes made by the United States Environmental Protection Agency (EPA) to the pretreatment standards was inadvertently not adopted at that time by the City. An additional revision has recently been adopted by Davenport to address changes to the local pollutant limits as required by the Iowa Department of Natural Resources (DNR). Both of those required revisions have been implemented in this proposed amendment to the ordinance.

It should be noted that given the large amount of industrial revisions, the entirety of the ordinance was reformatted but no changes were made specific to the Bettendorf collection system, its standards or specifications, or rate structure.

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

List Attachments:
Ordinance

ORDINANCE NO. _____- 23

ORDINANCE AMENDING BETTENDORF CITY CODE
TITLE 8, CHAPTER 2 ENTITLED "SEWER USE AND SERVICE"

Section One: BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Title 8, Chapter 2 is hereby deleted in its entirety and replaced with the following:

CHAPTER 2
SEWER USE AND SERVICE

SECTION:

8-2-1: General Provisions

8-2-2: Abbreviations

8-2-3: Definitions

8-2-4: Administration

8-2-5: Powers And Authority Of Inspection

8-2-6: Comprehensive Sewer Service Charges - Enumerated

8-2-7: Sewer Utility Rates

8-2-8: Service Charge Billing; Delinquencies; Collections

8-2-9: Sewer Connection Fees; Disposition Of Funds

8-2-10: Confidentiality Of Information

8-2-11: Use Of Public Sewers Required

8-2-12: Broken Sewer Line; Property Owner To Repair

8-2-13: Prohibited Acts

ARTICLE A. Building Laterals and Connections

ARTICLE B. Wastewater Treatment and Pretreatment Regulations

ARTICLE C. Wastewater Discharge Permits and Reporting Requirements

ARTICLE D. Enforcement Procedures

8-2-1 GENERAL PROVISIONS:

A. General Adoption: The provisions of this chapter are enacted to aid in the enforcement of the pretreatment regulations set forth herein and may be placed in a separate portion of the municipal code of any Joint Contract Sewerage Committee (JCSC) constituent community. Each Joint Contract Sewerage Committee (JCSC) constituent community designates the City of Davenport as the enforcement agency under this chapter. Employees, agents and officers of the City of Davenport while acting to enforce the provisions of this chapter for the Joint Contract Sewerage Committee are empowered to make such inspections, issue such orders or permits and take such actions within the boundaries of the JCSC as are authorized by this chapter.

No unauthorized person shall in any manner break, damage, destroy, or tamper with any structure, appurtenance, or equipment, which is part of the wastewater facilities or the public sanitary sewer system.

B. Intent and Construction: This chapter seeks to implement provisions of the Act, the General Pretreatment Regulations, and the Iowa Administrative Code, Chapter 567, Sections 62.4 and 62.8. This chapter is to be construed and applied in accordance with the Clean Water Act Amendments, the General Pretreatment Regulations, the Iowa Administrative Code and the purpose and policy provision set forth in Section 8-2-1-C below.

C. Purpose and Policy: This chapter regulates the use of sewers, private wastewater disposal, the installation and connection of building sewers, the discharge of water and waste into the sewers and drains of the JCSC system, the discharge of water and waste into the sewers and drains of the Bettendorf Sewage System systems, and the discharge to the Davenport JCSC POTW. This chapter sets forth uniform requirements for dischargers into the wastewater collection and treatment systems of Bettendorf and the JCSC constituents.

The objectives of this chapter are:

1. To prevent the introduction of pollutants into the POTW that may interfere with the operation of the system or interfere with sludge management and disposal;

2. To prevent the introduction of pollutants into the POTW that may pass through the system inadequately treated and ultimately into receiving water, the atmosphere, or otherwise be incompatible with the system;

3. To protect workers' safety and health and to protect against damage to the POTW;

4. To provide for equitable distribution of treatment and industrial pretreatment costs resulting from pollutants introduced into the POTW.

5. To enable the POTW to comply with its NPDES permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the POTW is subject.

D. Jurisdiction: The provisions of this chapter are applicable in their entirety to all users and contributors of wastewater, directly or indirectly, into the wastewater treatment works of the City of Davenport or into the wastewater collection and treatment system of the City of Bettendorf or the JCSC without regard to whether the physical facilities of such contributors, or the physical portion of the wastewater collection system is situated within or outside the corporate limits of the City of Bettendorf.

Unless otherwise expressly provided by contract providing for extension of service by the City outside of the City, such City extended services and each particular thereof shall be subject to the provisions of this chapter.

E. Severability: If any provision of this chapter or the application thereof to any particular person or particular circumstance is held invalid, the invalidity shall not affect other provisions or application of this chapter which can be given effect without the invalid provision or application. To this end the provisions of this chapter are severable.

F. Discharge of Sewage Prohibited – Exception: It is unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of the City any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

G. Construction of Privies, Etc. – Prohibited: Except as provided in this chapter, it is unlawful to construct, use, or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

H. Discharge of Surface Water: It is unlawful to make or to have any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains or other sources of surface water groundwater, stormwater, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

I. Discharge of Storm Water and Unpolluted Drainage: Storm water, industrial cooling water, unpolluted process waters and all other unpolluted drainage shall be discharged to such sewers or natural outlets as are specifically designated and approved by the Water Pollution Control Plant Manager.

J. Interpretation: This chapter shall be construed and interpreted to conform with 40 CFR Chapter I and it is the intent of this chapter that it comply with said federal regulations.

8-2-2 ABBREVIATIONS:

The following abbreviations shall have the designated meanings:

BETX	Benzene, Ethylbenzene, Toluene, and Xylene BOD/CBOD Biochemical Oxygen Demand/Carbonaceous BOD BMR Baseline Monitoring Report
C	Celsius
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
EPA	Environmental Protection Agency
F	Fahrenheit
GPD	Gallons per day
IDNR	Iowa Department of Natural Resources

lb/day	Pounds per day
MGD	Million Gallons per Day
mg/l	Milligrams per liter
NCPS	National Categorical Pretreatment Standards or Categorical Standards
NH3N	Ammonia Nitrogen
NPDES	National Pollution Discharge Elimination System
O&G	Oil and Grease
POTW	Publicly Owned Treatment Works
SCP	Spill Control Plan
SIC	Standard Industrial Classification
SNC	Significant Noncompliance
RCRA	Resource Conservation & Recovery Act
TCLP	Toxicity Characteristic Leaching Procedure
TFE	Trichloro trifluoroethane
TKN	Total Kjeldahl Nitrogen
TOH	Total Organic Hydrocarbons
TPH	Total Purgeable Hydrocarbons
TRC	Technical Review Criteria
TSS	Total Suspended Solids
TTO	Total Toxic Organics
USC	United States Code
USEPA	United States Environmental Protection Agency

8-2-3 DEFINITIONS:

ACT OR CLEAN WATER ACT — Means the 1972 Federal Water Pollution Control Act, the 1977 Clean Water Act, and the 1987 Water Quality Act, as amended.

APPROVAL AUTHORITY — Means the Iowa Department of Natural Resources.

AUTHORIZED REPRESENTATIVE OR DULY AUTHORIZED REPRESENTATIVE OF THE USER — Means:

(1) If the User is a corporation:

(a) The president, secretary, treasurer or a vice-president of the corporation in charge of a principle business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs 1 through 3, above, may designate a

Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City of Davenport Pretreatment Office.

BASELINE MONITORING REPORT — Means the report required by 40 CFR Part 403.12(b)(1 7).

BIOCHEMICAL OXYGEN DEMAND (BOD) — Means the analysis of BOD as described in EPA Methods or other methods approved by 40 CFR 136.

BUILDING DRAIN — Means that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainage pipes inside the wall of the building and conveys it to the building sewer, beginning five feet outside the building wall.

BUILDING LATERAL — Means the extension from the building sewer, beginning five feet (one and one-half meters) out-side the inner face of the building wall and extending to the public sewer or other place of disposal.

BUILDING SEWER — Means that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building lateral or other approved point of discharge.

BYPASS — Means the intentional diversion of waste streams from any portion of an industrial user's pretreatment facility.

CATEGORICAL USER — Means a user subject to NCPS.

CHEMICAL OXYGEN DEMAND (COD) — Means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

CITY — Means the City of Davenport as operating agency and enforcement agency of the JCSC both within its own corporate boundaries and within all territory encompassed by the JCSC or the City of Bettendorf as operating agency and enforcement agency within its own corporate boundaries.

CITY COUNCIL — Means the City of Bettendorf City Council.

CITY OF DAVENPORT POTW TREATMENT PLANT — Means that portion of the POTW, which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

CITY WATER POLLUTION CONTROL PLANT MANAGER — Means the Davenport City Water Pollution Control Plant Manager.

COMBINED SEWER — Means a sewer which is designed and intended to receive wastewater, storm water, surface water and ground water drainage.

COMBINED WASTE STREAM FORMULA — Means the formula as found in 40 CFR Part 403.6 (e).

COMPOSITE SAMPLE — Means a representative sample using a minimum of four grab sample aliquots obtained over a period of time and mixed using either a flow proportional or time proportional method.

COMPREHENSIVE SEWER SERVICE CHARGE — Means the charge per quarter or month levied on all users of the waste-water system.

CONVENTIONAL POLLUTANT — Means BOD, COD, O&G, suspended solids, pH, ammonia nitrogen, total kjeldahl nitrogen and fecal coliform bacteria.

DIRECTOR: The director of the department of public works or the director's representative.

DISCHARGE OR INDIRECT DISCHARGE — Means the introduction of treated or untreated wastewater into the POTW.

DISSOLVED SOLIDS — Means the concentration of residue left in an evaporating dish after evaporation and drying at defined temperatures using EPA methods or other methods approved in 40 CFR 136.

DOMESTIC SEWAGE — Shall mean all household type waste discharged from places of human habitation including sanitary convenience, kitchen and laundry waste.

DOMESTIC STRENGTH — Is a term used to evaluate the strength of wastewater and equals a strength of BOD of 250 mg/l and TSS of 300 mg/l.

DOMESTIC USER — Means all users discharging only domestic sewage from premises consisting of any building or parts of building designed for or occupied by one or more persons as a single housekeeping unit, including such units within multifamily dwellings, flats and apartment buildings.

EPA METHODS — Means the USEPA approved standard procedures for wastewater analysis as prescribed in 40 CFR Part 136 and shall include alternate methods approved by the approval authority.

FECAL COLIFORM — Means bacteria common to the intestinal tracts of humans and animals whose presence in water is an indication of pollution.

GARBAGE — Means solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the commercial handling, storage and sale of produce.

GRAB SAMPLE — Means a single aliquot sample collected, either directly or by means of a mechanical device, without regard to the flow in the waste stream.

HEADWORKS — Means the main wet well at the POTW treatment plant prior to any treatment process.

INDUSTRIAL USER — See "User".

INDUSTRIAL WASTE — Means the liquid waste from industrial users as distinct from domestic sewage.

INTERFERENCE — Means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

(1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

(2) Causes a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or prevents sewage sludge use or disposal in compliance with any federal, state or local regulations or permits.

JCSC — Means the Joint Contract Sewerage Committee consisting of the JCSC constituent communities who are by joint government action, as defined in the JCSC 28E agreements as from time to time amended, are committed to utilize the wastewater treatment plant (POTW) and certain outfall and interception sewers of the wastewater treatment system and to support the operating and capital costs thereof through payments to the City of Davenport.

LIMIT — Means the maximum allowable discharge of a given pollutant as in the following definitions:

(1) "Daily Maximum Limit" means the maximum allowable discharge of pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(2) "Monthly Average Limit" means The maximum allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

LOCAL LIMIT — Means a specific discharge limit developed and enforced by the City upon industrial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5 (a)(1) and (b).

MAY — Confers a power (permissive). MUST — States a requirement.

NATIONAL CATEGORICAL PRETREATMENT STANDARDS (NCPS) OR

CATEGORICAL STANDARDS — Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act (33

U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, 405-471.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)

PERMIT — Means a permit issued pursuant to the Act. NEW SOURCE — Shall be as defined by 40 CFR 403.3(k).

NH3 N — Means the ammonia nitrogen concentration in mg/l as determined using EPA methods.

NONCONVENTIONAL POLLUTANTS — Means all pollutants, which are not included in the definition of conventional pollutants.

OIL AND GREASE (O&G) — Means any material recovered as a substance that is soluble in n-Hexane and which may further be divided into a mineral and non-mineral fraction using EPA approved methods or standard methods.

PASS THROUGH — Means a discharge which exits the POTW into water of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or other permit issued to the POTW by IDNR or USEPA.

PERSON — Means any individual, partnership, co-partnership, firm, company, association, joint stock company, society, corporation trust, estate, municipality, governmental entity, group, or any other legal entity, or their legal representatives, agents, or assigns.

PH — Means A measure of the acidity or alkalinity of a solution, expressed in standard units (su). The measurement used is the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

POLLUTION — Means the alteration of chemical, physical, biological, or radiological integrity of water as a result of human activity or enterprise.

PRETREATMENT — Means the reduction, elimination, or alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW.

PRETREATMENT FACILITY — Means the equipment used to accomplish pretreatment.

PRETREATMENT REQUIREMENTS — Means any substantive or procedural requirement related to pretreatment imposed on an industrial user.

PRETREATMENT STANDARDS — Means for any specified pollutant, the City of Bettendorf prohibitive discharge standards as set forth in section 8-2B-2, the City's local limits for specific pollutants as set forth in section 8-2B-3, the State of Iowa pretreatment standards or the NCPS. The most stringent standard will be applied per pollutant.

PROPERLY SHREDDED GARBAGE — Means the waste from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles are carried freely under

the flow conditions normally prevailing in the POTW, with no particle greater than one-half inch in any dimension.

PUBLICLY OWNED TREATMENT WORKS (POTW) — Means a treatment works as defined by Section 212 of the Act, and shall include the POTW owned by the JCSC and operated by the City of Davenport as operating agency pursuant to the JCSC Agreement, and shall include all waste water treatment facilities of the City of Davenport and of the JCSC constituent communities. This definition includes any devices and systems used in the storage, treatment, conveying, recycling and reclamation of municipal sewage or industrial waste of a liquid nature or that convey wastewater to a POTW, regardless of ownership.

RADIOLOGICAL WASTE — Means any prohibited radiological waste as defined in IAC 641-40.72, 641-40.88 and 641-40 Appendix B, Table III.

SAMPLING CHAMBER OR SAMPLING MAINTENANCE HOLE — Means a device or structure suitable and appropriate to permit sampling and flow measurement of a wastewater stream to determine compliance with this ordinance.

SEVERE PROPERTY DAMAGE — Means substantial physical damage to property, damage to a pretreatment facility causing it to become inoperable, or substantial and permanent loss of natural resources, which can reasonably be expected to occur in the absence of a Bypass. Severe property damage does not mean economic loss caused by delays in production.

SEWAGE — Means and includes wastewater.

SEWAGE SYSTEM — Means sewers, intercepting sewers, pipes or conduits, pumping stations, force mains, and all other constructions, devices and appliances appurtenant thereto used for collecting or conducting sewage to a point of treatment or ultimate disposal.

SHALL — Imposes a duty.

SIGNIFICANT INDUSTRIAL USER/SIGNIFICANT USER — Except as provided in paragraphs (4) of this Section

(1) An Industrial User subject to categorical pretreatment standards:

(2) All waste haulers

(3) An industrial user that:

(a) Discharges an average of 25,000 gallons per day or more of process wastewater (excludes sanitary, non-contact cooling water and boiler blowdown water);

(b) Contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant or;

(c) Is designated as such by the City on the basis that it contributes a discharge that has a reasonable potential to adversely affect any of the POTW operations by causing interference or pass through at the POTW, violates any pretreatment standard, or violates any pretreatment requirements.

(4) The City may determine that an Industrial user subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100

gallons per day (gpd) of total categorical wastewater (excluding sanitary, non- contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

(a) The industrial user, prior to the City finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(b) The industrial user annually submits the certification statement required in Section 8-2C-12 of this chapter or 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and

(c) The industrial user never discharges any untreated concentrated wastewater.

SLUDGE — Means the solids separated from the liquids during the wastewater treatment process.

SLUG OR SLUG LOAD — Means any discharge of water or wastewater which in concentration of any pollutant, measured using a grab or composite sample, is more than five (5.0) times the allowable concentration as set forth in sections 8-2B-2 and 8-2B-3 of this chapter or in a user's most recent wastewater discharge permit or exceeds a slug concentration level specified in a wastewater discharge permit. A discharge with pH outside the allowable range by more than one standard unit (S.U.) or a flow rate in excess of two (2.0) times the maximum flow limit established in a wastewater discharge permit shall also be a slug.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) — Means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, most recent edition.

STANDARD METHODS — Means the laboratory procedures set forth in the latest edition of Standard Methods for the Examination of Wastewater prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

STATE — Means State of Iowa.

STORM SEWER — Means a sewer, which carries stormwater, surface water and drainage but excludes sewage and industrial waste other than unpolluted cooling water.

T — When used as a portion of a chemical name, shall designate "total" such as in "cyanide T" where "T" means "total" cyanide.

TKN — Shall mean the total kjeldahl nitrogen concentration expressed in mg/l as determined using EPA methods or standard methods.

TOTAL METALS — Means the sum of the concentration of metals specified in a wastewater discharge permit.

TOTAL SUSPENDED SOLIDS (TSS) — Shall mean the portion of total solids retained by a filter using EPA methods or standard methods.

TOTAL TOXIC ORGANICS — Means the summation of all quantified values greater than 0.01 milligrams per liter for the toxic organics as specified in the applicable regulation.

TOXIC POLLUTANT — Means any pollutant or combination of pollutants listed in 40 CFR Part 403 Appendix B.

UNPOLLUTED WATER — Shall mean water containing none of the following: free or emulsified oil and grease; substances that may impart taste, odor or color characteristics; volatile, explosive, toxic or poisonous substances in suspension or solution; explosive, odorous or otherwise obnoxious gases. Such water shall not contain more than 25 mg/l of suspended solids, and not more than 25 mg/l of BOD.

UPSET — Shall mean an exceptional incident in which there is unintentional and temporary noncompliance with pretreatment standards because of factors beyond the reasonable control of the user. An Upset does not include noncompliance to the extent caused by operational error, improperly designed pretreatment facilities, inadequate pretreatment facilities, lack of preventive maintenance, or careless or improper operation.

USER OR INDUSTRIAL USER — Shall mean a source of discharge into a POTW from any source other than a domestic user.

WASTE HAULER — Means a private contractor licensed by the State of Iowa and permitted by the City to deliver wastewater to the POTW.

WASTEWATER DISCHARGE PERMIT — Means the document or documents issued to a user by the City in accordance with the terms of this chapter.

WASTEWATER, ALSO TERMED SEWAGE — Means a combination of the liquid and water carried waste from residences, commercial buildings, institutions and industrial establishments, together with such groundwater, surface water, and stormwater as may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

WATER OF THE STATE — Shall mean all streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the State of Iowa or any portion thereof.

WATER POLLUTION CONTROL PLANT MANAGER — Means the Water Pollution Control Plant Manager of the Davenport Wastewater Facilities or his or her authorized deputy, agent, or representative.

8-2-4: ADMINISTRATION:

Except as otherwise provided herein, the director shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the director may be delegated by the director to other city personnel. (2008 Code § 31-37)

8-2-5: POWERS AND AUTHORITY OF INSPECTION:

A. Right Of Entry: In order to ascertain whether the purpose of this chapter, and any permit or order issued hereunder, is being met and whether the user is complying with all requirements thereof, the director or the director's representatives bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling, testing, records examination and copying, and the performance of any additional duties. This shall

include the right to set up, on the user's property, such devices as are necessary to conduct sampling, inspection, compliance monitoring, or metering operations in order to implement and enforce this section. (2008 Code § 31-106)

B. Search Warrants: If the director has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this chapter, or there is a need to inspect and/or sample as a part of a routine inspection and sampling program of the city designed to verify compliance with this chapter or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the director may request that the legal department, city of Bettendorf, seek issuance of a search warrant. (2008 Code § 31-107)

C. Indemnity Of User: While performing the necessary work on private properties referred to in this chapter, the director or the director's representatives shall observe all safety rules applicable to the premises established by the user, and the user shall be held harmless for injury or death to the city employees and the city shall indemnify the user against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the user and growing out of the gauging and sampling operation, except as any of such as may be caused by negligence of the user, its agents or employees to maintain safe conditions. (2008 Code § 31-108)

8-2-6: COMPREHENSIVE SEWER SERVICE CHARGES – ENUMERATED:

Every person whose premises are served by connection to the sanitary sewer system of the city, either directly or indirectly, shall pay to the city a comprehensive sewer service charge for the use of and for services supplied by the wastewater facilities of the city, which charges shall consist of:

A. A basic user charge;

B. A surcharge for the O & M of the wastewater treatment plant for wastes contributed of strengths greater than domestic wastewater. All users contributing wastewater containing excess BOD or TSS concentrations shall be assessed a surcharge, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use.

C. A customer charge. (2008 Code § 31-115)

8-2-7: SEWER UTILITY RATES:

The rates for the comprehensive sewer service charges shall be as follows:

A. For Basic User Charge. The basic user charge shall be based on the quantity of flow estimated or actual flow of wastewater recorded by meters. The unit charge for wastewater measured in 100 cubic feet shall be computed as follows:

1. Unit Cost. The unit cost per 100 cubic feet shall be determined by dividing the anticipated budget for operation and maintenance of the wastewater treatment plant and the sanitary sewer system including debt service and anticipated, current year capital improvements by the estimated quantity of flow billed to all users of the sanitary sewer system.

B. For Surcharge. The surcharge for the O & M cost of the wastewater treatment plant shall be collected from those users who contribute wastes which strengths are greater than domestic wastewater. These users shall be sampled, and the sample analyzed at least once per month.

1. Monthly Excess BOD. The monthly excess BOD, expressed in milligrams per liter, shall be calculated by subtracting the BOD of domestic wastewater (250 milligrams per liter) from the monthly average BOD of a user. If the value is less than zero, zero shall be used to compute the average of excess BOD.

2. BOD Surcharge Amount. The surcharge for BOD shall be calculated by multiplying the excess BOD value by the unit BOD cost per pound.

3. Monthly Excess SS. The monthly excess SS, expressed in milligrams per liter, shall be calculated by subtracting the SS of domestic wastewater (300 milligrams per liter) from the monthly average SS of a user. If the value is less than zero, zero shall be used to compute the average of excess SS.

4. SS Surcharge Amount. The surcharge for SS shall be calculated by multiplying the excess SS value by the unit SS cost per pound. The total surcharge shall then be a summation of the surcharge for BOD and the surcharge for SS.

C. Customer Charge:

1. The cost of determining the amount due from each user and the collecting of same shall be borne by the user. Each user shall be billed on a regular basis, i.e., monthly or quarterly, for the amount of the comprehensive sewer service charges.

2. Each regular bill shall be increased by a charge to defray the cost of computing and mailing the bill. The cost per bill will be determined by dividing the anticipated budget by the total number of bills mailed to the users.

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

E. Special Rates; Grounds; Approval:

1. Where in the judgment of the council, special conditions surround the use of water to the extent that the application of the comprehensive sewer user charge or method of measurement would be inequitable or unfair to either the city or the user, a special rate or method of measurement shall be established by the city. Such rates or methods of measurement shall be subject to approval by resolution of the council. In such cases, the city council may require that water consumed on the premises concerned shall be separately metered at the expense of the user, who shall also pay the cost of computing the sewer service credit and administration of the program resulting therefrom.

2. In such cases where a major portion of the water consumed by a single-family residential user is not discharged into or does not reach the sanitary sewer system, the following shall apply:

(a) Such water so consumed shall be metered by a separate water meter installed at the expense of the owner. To receive a sewer service credit, water usage from a separate

meter shall be read by the user and reported to the City's Finance Department no later than December 1st of each year. Water metering systems existing prior to May 18, 1976 that conflict with this section may be retained. Replacement systems for those existing prior to May 18, 1976 shall be brought into compliance with the provisions herein. Any system installed after May 18, 1976 shall be in compliance with this section. Installation of the water metering system must be in accord with the plumbing code. Application for a separate water meter shall be made to the Bettendorf building division.

(b) The fee for initial inspection upon installation of a separate water meter shall be one hundred dollars ($100.00). This fee shall cover all costs associated with inspection of the installation plus computing the sewer service credit for the first year. After the first reading, the annual fee for computing the sewer service credit and administering the program shall be deducted from the credit. The annual fee for computing the sewer service credit and administering the program after the first reading shall be: One hundred dollars ($100.00).

(c) Participation in the program shall be terminated if, during any year, the fee for computing the sewer service credit and administering the program should equal or exceed the resulting credit total. Under this condition, a notice of termination shall be sent to the customer by ordinary mail. Such termination shall become null and void if a reinstatement is made to the city clerk's office within thirty (30) days of the date of the letter and the city is reimbursed for the difference between the fee and the charge for the water used. Thereafter, anyone terminated from the program may be reinstated by making reapplication to the Bettendorf building division and conforming to the following conditions:

(i) The existing or proposed water metering system shall be made to conform with subsection (E)(2)(a) of this section for installations completed after May 18, 1976.

(ii) The fees as set forth in subsection (E)(2)(b) of this section have been paid. Anyone requesting a special reading shall be charged a special reading fee of thirty dollars ($30.00). A special reading is any requested reading which is not the initial reading. Such fee shall be payable in advance and shall not be deducted from the credit.

F. Replacement Component, Calculation; Use: The replacement component shall be fifteen percent (15%) of the operation and maintenance (O&M) budget approved for the wastewater treatment plant in each fiscal year. The replacement component shall be calculated in each fiscal year and shall be added to the total O&M budget for the wastewater treatment plant for such year. Any portion of a replacement component which has not been used in a fiscal year shall not lapse, but shall be retained together with any interest accrued thereon; shall be carried forward and combined with any unused portion of any other replacement component for the current fiscal year, to be used to replace equipment at the wastewater treatment plant. A replacement component and any unused portion of a prior replacement component, plus any interest thereon, which has been carried forward as herein provided, shall be used only to replace equipment at the wastewater treatment plant. The O&M budget for the wastewater treatment plant plus the replacement component for the current fiscal year shall be used as the anticipated budget for calculating comprehensive sewer service charges for the use of the wastewater treatment plant.

G. Date Due, Penalty: All comprehensive sewer service charges are due and payable thirty (30) days following the date of billing. When a bill becomes past due, a late charge equal to ten percent (10%) of the comprehensive sewer service charge shall be added to the original bill and a new bill shall be mailed to the user. The revised bill is due and payable fifteen (15) days following the date the first bill became due and payable.

H. Rate Charged:

1. Effective April 1, 2022, the comprehensive sewer service charge, as provided in this section, to be paid by the users of the wastewater treatment facilities of the city and billed beginning April 1, 2022, is hereby established as three dollars and sixty-nine cents ($3.69) per one hundred (100) cubic feet of metered water usage plus a six dollar ($6.00) quarterly handling charge per billing.

2. The comprehensive sewer service charges for residential users connected to the sanitary sewer but who do not receive water through a metered service of the Iowa-American Water Company shall be billed by the city clerk to each dwelling unit user every three (3) months and is hereby established as eighty-seven dollars and sixty-four cents ($87.64) plus a six dollar ($6.00) handling charge per billing for a total cost of ninety dollars and thirty-one cents ($93.64) every three months beginning with bills mailed April 1, 2022. (Ord. 05-16, 3-15-2016; amd. Ord. 06-19, 3-19-2019; Ord. 03-20, 3-17-2020; Ord. 06-21, 3-16-2021; Ord. 12-21, 7-6-2021; Ord. 04-22, 3-15-2022; Ord. 10-22; 7-5-2022)

8-2-8: SERVICE CHARGE BILLING; DELINQUENCIES; COLLECTIONS:

A. Billing Procedure: A comprehensive sewer service charge bill may be sent through the United States mail or by alternative means, notifying the customer of the amount of the bill, the date the payment is due, and the date when past due. Failure to receive a bill is not justification for nonpayment. Regardless of the party to whom the bill is initially directed, the owner of each parcel of developed land, as shown from public land records of Scott County, shall be ultimately obligated to pay such fee. If a customer is underbilled or if no bill is sent for developed land, the City may back bill for a period of up to three (3) years, but shall not assess penalties for any delinquency. Similarly, if it is discovered that a customer has been overbilled, the City may credit the account for a period of up to three (3) years, but no penalty or interest shall accrue. A ten percent (10%) penalty and interest charge shall be billed based on the delinquent balance on all monthly or quarterly billings.

B. Delinquent Bills; Lien Against Property: In the event the bill is not paid, the unpaid amount shall be assessed against the property and become a lien thereon, payable in the manner of Property Taxes as provided by State law. The Clerk shall clarify for taxation purposes, in establishing property liens to the County Auditor, all delinquent comprehensive sewer service payments. For the purpose of certification, the comprehensive sewer service payment shall be designated as delinquent when the same is shown and appears on the books carrying comprehensive sewer service payments that have been unpaid for a period of thirty (30) days following its due date.

C. Billing Statement; Time Of Payment: The comprehensive sewer service charge may be billed on a common statement and collected along with other City utility services, usually on a quarterly basis.

D. Order Suspension Of Service: The City Council may order suspension of service to those premises for which the comprehensive sewer user charge is delinquent.

E. User Of Private Or Quasi-Public Water Supply: Where the user is an operator of a private or quasi-public water supply, failure to pay usage shall be subject to the same regulations as delinquency, late charge and certification of property lien, as are provided for in subsections A and B of this section. (Ord. 19-13, 8-20-2013)

8-2-9: SEWER CONNECTION FEES; DISPOSITION OF FUNDS:

A. Schedule Of Fees: Pursuant to the authority granted by the Code of Iowa, the City hereby establishes the following schedule of sewer connection fees to be paid to the City by every person whose premises will be served by connection to the sanitary sewer system, which fees shall be due and payable when a sewer connection application is filed with the Director.

SCHEDULE OF FEES FOR CONNECTIONS TO THE

MUNICIPAL SANITARY UTILITIES OF

BETTENDORF, IOWA

1. Residential Properties:

   a. For single-family, attached or detached, and multiple- family dwellings, the connection fee shall be one hundred ten dollars ($110.00) per bedroom or den.

   b. For mobile home or trailer courts, the connection fee shall be two hundred twenty dollars ($220.00) per trailer lot or per mobile home, whichever is greater.

   c. For hotels, motels, tourist homes and rooming houses, exclusive of restaurant facilities included as a part thereof, the connection fee shall be seventy dollars ($70.00) per lodging room. The connection fee for restaurant facilities shall be made as required below.

   d. For boarding homes, nursing homes and retirement homes, the connection fee shall be ninety five dollars ($95.00) per bed.

   e. For hospitals, the connection fee shall be two hundred dollars ($200.00) per bed.

   f. For buildings or properties used for lodge rooms, fraternal organizations and churches, the connection fee shall be three hundred thirty dollars ($330.00).

   g. For buildings used by school or other activities which are entirely tax supported, there shall be no connection fee.

   h. The connection fee for each additional connection shall be one hundred fifty dollars ($150.00).

2. Commercial Uses: Buildings or properties used for commercial uses, except hospitals, churches, hotels, motels, tourist homes, rooming houses, boarding homes, nursing homes and retirement homes, permitted by title 11, chapter 7 of this code ("zoning ordinance of Bettendorf, Iowa-1959", ordinance 431):

a. For buildings used for such commercial purposes, except restaurants, drive-in restaurants, bars or cocktail lounges, automobile service stations and car washes, the connection fee shall be seventy dollars ($70.00) per one thousand (1,000) square feet or fraction thereof of floor area inside the exterior walls, excluding the basement area.

b. For restaurants, drive-in restaurants and bar or cocktail lounges, the connection fee shall be twenty dollars ($20.00) per seat. Where the number of proposed seats is not known, a factor of fifteen (15) square feet per seat shall be used.

c. For automobile service stations without car washes, the connection fee shall be three hundred seventy dollars ($370.00).

d. For service stations with car washes, the connection fee shall be one thousand two hundred seventy five dollars ($1,275.00).

e. For car washes, the connection fee shall be eight hundred forty five dollars ($845.00) per bay.

f. For drive-through car washes with a bay(s) where attendants are on duty to clean the inside of the car and dry the vehicle, the connection fee shall be as determined by the city council upon recommendation by the director.

g. The sewer connection fee for each and every building comprising part of a commercial center or planned unit development shall be considered as a separate building and shall be computed and paid separately in accordance with the provisions of this schedule. A "building site", as defined for the purpose of this section, is a structure that satisfies both the following criteria:

(1) Does not share a common wall with another structure; and

(2) Is under a single ownership.

h. The connection fee for each additional connection shall be one hundred fifty dollars ($150.00).

3. Industrial Uses: Buildings or property used for industrial uses, as defined in title 11, chapter 8 of this code ("zoning ordinance of Bettendorf, Iowa-1959", ordinance 431):

a. The connection fee shall be one hundred dollars ($100.00) per one thousand (1,000) square feet or fraction thereof of floor area inside the exterior walls, exclusive of any industrial wastes. The connection fee for each additional connection shall be one hundred fifty dollars ($150.00).

b. The connection fee for industrial uses with industrial wastes shall be determined by the city council after recommendation by the director.

4. New Building Replacing Existing Building: Should an existing building which has a connection to the public sewer be demolished or moved and a new building be constructed in lieu thereof and should the same sewer tap or building lateral be used, the connection fee shall be the difference between the old usage fee and the fee required for the new construction; provided, however, that no sewer connection refund shall be allowed. This provision shall only apply when a building permit for a new building is obtained either at the same time or within one hundred eighty (180) days of the demolition permit or house moving permit. (2008 Code § 31-126)

B. Disposition Of Funds: Sewer connection fees shall be remitted to the city of Bettendorf at the office of the city clerk, and the funds so collected shall be kept in separate and distinct part of the sanitation fund to be known as the "sewer connection fund", and shall only be disbursed and used for the purposes authorized by the code of Iowa. (2008 Code § 31-127; amd. 2015 Code)

C. Fees Required For Private Connections: Connection fees shall be required when connection is made to a private sanitary sewer, and such connection shall conform to all requirements of this chapter. (2008 Code § 31-128)

8-2-10: CONFIDENTIALITY OF INFORMATION:

Any information and data on a user obtained from reports, surveys, wastewater discharge permits, and monitoring programs, and from the director's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests and is able to demonstrate to the satisfaction of the director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined in 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restrictions. (2008 Code § 31-125)

8-2-11: USE OF PUBLIC SEWERS REQUIRED:

A. Discharge Of Sewage Prohibited; Exception: It is unlawful to discharge to any natural outlet within the city or any area under the jurisdiction of the city any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter. (2008 Code § 31-38)

B. Construction Of Privies Prohibited: Except as provided in this chapter, it is unlawful to construct, use, or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage. (2008 Code § 31-39)

C. Toilet Facilities And Connection To Public Sanitary Sewer Required: The owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley, easement or right of way in which there is now located a public sanitary sewer, shall, at his expense, install suitable toilet facilities therein, and connect such facilities directly with the public sanitary sewer in accordance with the provisions of this chapter. (2008 Code § 31-40)

D. Connection Requirements And Restrictions:

1. The provisions of this section apply only to those lots or parcels of real estate abutting on and adjacent to the public sanitary sewer system, and shall apply and be enforceable upon the owners of all other lots or parcels of real estate within the city as soon as the

public sanitary sewer system is extended and constructed abutting upon or adjacent to their property.

2. No private or quasi-public sewage treatment and disposal system shall be installed where a public sanitary sewer is abutting on or adjacent to the lot or parcel of real estate.

3. When a public sanitary sewer is abutting on or adjacent to the lot or parcel of real estate, any building then served by a private sewage disposal system, except an outside privy, shall connect to such sanitary sewer when, in the opinion of the Scott County board of health, same is necessary for public health, safety or welfare.

4. Unless otherwise specifically authorized by resolution of the city council, outside privies must be abandoned and connection made to the public sanitary sewer within one year after the city council, by resolution, accepts such public sanitary sewer system.

5. All connections to the public sanitary sewer must be made in accordance with the provisions of this chapter.

6. All abandoned private or quasi-public sewage treatment and disposal systems shall be cleaned, disinfected, filled and otherwise abandoned by the property owner, subdivider or homeowners' association according to the laws, rules and regulations of the Scott County board of health and the state of Iowa. (2008 Code § 31-41)

E. Private Or Quasi-Public Sewage Treatment And Disposal:

1. Where a public sanitary sewer is not available as mentioned in subsections C and D of this section, the building lateral shall be connected to a private or quasi-public sewage treatment and disposal system complying with all applicable standards and requirements of the Scott County board of health and the state of Iowa. The building lateral to such disposal system shall exit at the side of the building for possible later use when connection is made to a public sanitary sewer.

2. The owner, subdivider or homeowners' association shall operate, repair and maintain such sewage disposal facilities in a safe, healthful and sanitary manner at all times, at no expense to the city.

3. Private or quasi-public sanitary treatment and disposal systems shall be installed in accordance with these regulations prior to temporary occupancy of the building connected to such systems.

4. No statement contained in this chapter shall be construed to interfere with any additional requirements that may be imposed by the Scott County board of health and the laws of the state and federal government. (2008 Code § 31-42)

8-2-12: BROKEN SEWER LINE; PROPERTY OWNER TO REPAIR:

A. Duty To Repair: It shall be the duty of any property owner to repair a broken building sewer lateral up to and including the tap or intersecting fitting; this does not apply to a public sanitary sewer main.

B. Repair By City; Assessment Of Cost: In the event that a building sewer lateral is not repaired

within a reasonable length of time, to be determined by the administrative authority, the city may repair same and assess the actual cost thereof against the property. (2008 Code § 31-1)

8-2-13: PROHIBITED ACTS:

No unauthorized person shall in any manner break, damage, destroy, or tamper with any structure, appurtenance, or equipment which is part of the wastewater facilities. (2008 Code § 31-105)

ARTICLE A. BUILDING LATERALS AND CONNECTIONS

SECTION:

8-2A-1: Permit Required

8-2A-2: Classes Of Permits; Application

8-2A-3: Issuance Of Building Lateral Permit

8-2A-4: Costs And Expenses

8-2A-5: Separate Laterals

8-2A-6: Old Building Laterals

8-2A-7: Location Of Connection

8-2A-8: Temporary Connections To Interceptor Sewers

8-2A-9: Specifications And Standards For Pipes And Joints

8-2A-10: Separation From Water Lines; Closing Unused Junctions

8-2A-11: Minimum Diameters Of Building Sewers

8-2A-12: Minimum Grades; House Traps

8-2A-13: Trenching And Backfilling Requirements

8-2A-14: Permit Revocation

8-2A-1: PERMIT REQUIRED:

No person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenances thereof without first obtaining a written permit from the director. (2008 Code § 31-47)

8-2A-2: CLASSES OF PERMITS; APPLICATION:

A. Classes: There shall be two (2) classes of building lateral permits:

1. For nonindustrial users; and

2. For industrial users.

B. Application For Permit: In either case, the owner or his agent shall make application on a form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the director. (2008 Code § 31-48)

8-2A-3: ISSUANCE OF BUILDING LATERAL PERMIT:

A building lateral permit shall only be issued, and a sewer connection shall only be allowed, if it can be demonstrated to the satisfaction of the director that the downstream wastewater facilities, including sewers, pump stations and wastewater treatment facilities, have sufficient reserve capacity to adequately and efficiently handle the additional anticipated wastewater load. (2008 Code § 31-49)

8-2A-4: COSTS AND EXPENSES:

A. Costs Borne By Property Owner: All costs and expenses incidental to the installation, ownership, use, operation, maintenance, connection and repair of the building lateral shall be borne by the owner of the property served thereby.

B. Nonliability Of City: Such owner shall indemnify the city from any loss, cost or damage that may directly or indirectly be occasioned by the use, ownership, operation, maintenance or installation of the building lateral. (2008 Code § 31-50)

8-2A-5: SEPARATE LATERALS:

A separate and independent building lateral shall be provided for every building, except that where one building stands to the rear of another on an interior lot and no public or private sanitary sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building lateral from the front building may be extended to the rear building and the whole considered as one building lateral, but the city shall not be liable for any damage caused by or resulting from any such single connection. (2008 Code § 31-51)

8-2A-6: OLD BUILDING LATERALS:

Old building laterals shall not be used in connection with new buildings unless they are found, on examination and test by the director, to meet all requirements of this article. (2008 Code § 31-52)

8-2A-7: LOCATION OF CONNECTION:

A. Each building lateral connection shall be made into an existing wye or tee designated for that property. Any connection not made at the designated wye or tee in the main sewer shall be made under the supervision and direction of the director.

B. Whenever a tap is required into an existing pipe, the contractor shall comply with the City of

Bettendorf standard specifications and drawings.

C. The building lateral shall be brought to the building at an elevation below the basement floor. In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by a means which is approved by the director and discharged to the building lateral.

D. The applicant for a building lateral permit shall notify the director when the building lateral is ready for inspection and connection to the public sanitary sewer. The connection shall be made under the supervision of the director.

E. All excavations for building lateral installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. All public property disturbed in the course of the work shall be restored in a manner satisfactory to the director. (2008 Code § 31-53)

8-2A-8: TEMPORARY CONNECTIONS TO INTERCEPTOR SEWERS:

Building laterals shall not connect directly to an interceptor sewer. A temporary connection may be made upon special application by the property owner to the director on forms provided for that purpose. The applicant shall pay a sewer connection fee as required in section 8-2-6 of this chapter and a fee for recording the application at the office of the recorder of Scott County. Such application shall provide as follows:

A. Connection shall be made at a manhole.

B. Such connection shall not affect the rights of the city to assess subject property for a local sewer serving the lot containing the building.

C. The applicant, his heirs, successors and assigns shall, at his expense, disconnect from the interceptor sewer and reconnect to the local sewer within sixty (60) days from city council acceptance of such local sewer. (2008 Code § 31-54)

8-2A-9: SPECIFICATIONS AND STANDARDS FOR PIPES AND JOINTS:

All house sewers shall be constructed in accordance with the City of Bettendorf standard specifications.

8-2A-10: SEPARATION FROM WATER LINES; CLOSING UNUSED JUNCTIONS:

A. Water service lines and building laterals shall be separated ten feet (10') horizontally throughout their length. Where conditions render such separation infeasible, such laterals and water lines may be laid in the same trench; provided, that the water line shall be laid on a bench or on solidly tamped backfill at least twelve inches (12") above the top of the building lateral throughout its entire length.

B. The ends of all sewers, pipes and junctions when not immediately used must be closed with appropriate capping materials in accordance with the City of Bettendorf standard specifications.

8-2A-11: MINIMUM DIAMETERS OF BUILDING SEWERS:

No sewer lateral serving an attached or detached single-family dwelling unit shall be less than four inches (4") in diameter. No building lateral for a commercial building or a multiple dwelling shall be less than six inches (6") in diameter. (2008 Code § 31-57)

8-2A-12: MINIMUM GRADES; HOUSE TRAPS:

All building laterals shall have a grade of not less than one- eighth inch (1/8") per foot; a grade of one-fourth inch (1/4") per foot shall be used wherever possible. If the grade of the building lateral from the building to the sanitary sewer exceeds nine percent (9%), a house trap shall be installed at the building foundation. (2008 Code § 31-58)

8-2A-13: TRENCHING AND BACKFILLING REQUIREMENTS:

A. All excavations shall be open trench work unless otherwise authorized by the director.

B. The foundation in the trench shall be formed to prevent any subsequent settlement of the building lateral. If the foundation is good, firm earth, the earth shall be pared or moldened to give a full support to the lower one-third (1/3) of each building lateral. Unstabilized beds or soils which, because of moisture, have lost their plasticity must be stabilized with a crushed rock base. Bell holes shall be dug to provide ample space for joints.

C. Care must be exercised in backfilling below the centerline of the building lateral in order to give it proper support. Backfilling trenches and excavations shall be made immediately after approval of the building lateral or structure has been made by the director and all tests required by the director have been completed and approved.

D. Backfilling of trenches and excavations in city streets and alleys shall be in accordance with city specifications for repair of street excavations. (2008 Code § 31-59)

8-2A-14: PERMIT REVOCATION:

A. All permits to connect with sewers shall be given upon the express condition that the director may, at any time before the work is completed, revoke and annul the same, and no party interested shall have a right to claim damages in consequence of any such permits being revoked or annulled.

B. At no time shall a person connect a building lateral into a manhole or interceptor sewer unless a special permit is obtained from the director, stating how work shall be done, if the special permit is granted. (2008 Code § 31-60)

ARTICLE B. WASTEWATER TREATMENT AND PRETREATMENT REGULATIONS

SECTION:

8-2B-1: User Requirements

8-2B-2: Discharge Prohibitions

8-2B-3: Local Limits for Specific Pollutants

8-2B-4: National Categorical Pretreatment Standards

8-2B-5: State Requirements

8-2B-6: City's Right of Revision

8-2B-7: Pretreatment

8-2B-8: Dilution Prohibited

8-2B-9: Slug / Spill Control

8-2B-10: Treatment Upsets

8-2B-11: Treatment Bypass

8-2B-1: USER REQUIREMENTS

A. The following requirements shall apply to all users of the POTW:

(1) All users shall promptly notify the POTW in advance of any substantial change in the volume or character of pollutants in their discharge.

(2) New or increased contributions of pollutants or changes in the nature of pollutant discharged to the POTW shall require prior approval by the Water Pollution Control Plant Manager.

(3) Industrial users shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance, which if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. The notification shall comply with the requirements set forth in 40 CFR 403.12(p)

(4) Introduction or contribution of any pollutants without the notice and approval required by this section is prohibited. Upon the receipt of notice required by this section the Water Pollution Control Plant Manager shall within 180 days or less approve the discharge if he finds the proposed discharge meets applicable pretreatment standards and requirements and would not cause the POTW to violate its NPDES permit. The Water Pollution Control Plant Manager shall deny permission for the discharge if he finds applicable pretreatment standards and requirements are not met or the discharge would cause the POTW to violate its NPDES permit. In lieu of denial of permission the Water Pollution Control Plant Manager may allow such contribution or discharge upon conditions, which would not violate applicable pretreatment standards or requirements and would not cause the POTW to violate its NPDES permit.

Any part of this section notwithstanding, upon receipt of the notice required by this section the Water Pollution Control Plant Manager may require, in addition to the requirements of this section, that an industrial user obtain a permit under this chapter.

8-2B-2: DISCHARGE PROHIBITIONS

The following prohibitions shall apply to all users of the POTW unless the user is subject to a more restrictive NCPS, IDNR, or wastewater discharge permit limit. The following substances are prohibited from discharge to the POTW:

A. General Prohibitions: No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State or local pretreatment standards or requirements.

B. Specific prohibitions: No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Pollutants that create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140° F. (60° C.) using test methods referenced in 40 CFR 261.21. At no time shall two successive readings on a meter capable of reading L.E.L. (lower explosive limit) at the nearest accessible point to the POTW, at the point of discharge into the POTW, or at any point in the POTW be more than 5% nor any single reading greater than 10%;

2. Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.5 or greater than 12;

3. Solid or viscous pollutants which will cause obstruction to the flow in the POTW resulting in interference. Such pollutants include, but are not limited to: grease, garbage with particles greater than one-half inch any dimension, animal tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, tar, asphalt residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing waste, or tumbling and de burring stones, and wastewater containing fat, wax, O&G, or other substances which may solidify or become viscous at temperatures between 32° F. and 150° F. (0° C. and 650° C.);

4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate or pollutant concentration which will cause interference or pass through at the POTW or which constitutes a slug load as defined in this chapter;

5. Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case wastewater or vapor having a temperature higher than 150° F. (65° C.) at the point of introduction into the POTW; and in no case waste water or vapor which alone or in concert with other discharges produces a temperature at the POTW treatment plant greater than 104° F. (40° C.);

6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems or a public nuisance;

8. Any trucked or hauled pollutants, except at discharge points designated by the POTW;

9. Radioactive wastes unless they comply with IAC 641-40.72, 641-40.88 and 641-40 Appendix B, Table III,

10. Pollutants causing excessive discoloration (such as, but not limited to, dye waste and vegetable tanning solutions);

8-2B-3: LOCAL LIMITS FOR SPECIFIC POLLUTANTS

A. General Provisions:

1. Dilution. Users shall not increase the use of process water or, in any way; attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the NCPS, or with any other pollutant specific limitation developed by the City.

2. Sample Location. Measurement of pollutant concentrations to determine compliance shall be made at the point immediately following the pretreatment facility and before mixture with other waters, unless another point is designated by the Water Pollution Control Plant Manager. If necessary, the concentrations so measured shall be recomputed to exclude the effect of any dilution that is improper using the combined waste stream formula.

B. Headworks Limits - Average Mass. The average composite loading of all users contributing the following specific pollutants to the POTW shall not exceed the allowable total pounds. The allocation of pollutants between industrial and nonindustrial sources may be adjusted by the Water Pollution Control Plant Manager provided that allowable total loading for any pollutant at the headworks of the POTW treatment plant is not exceeded.

Table 1

Davenport Water Pollution Control Plant 2606 South Concord Street Head Works Allowable Loading

Pollutant	30 Day Average
Al	7895.243 Pounds
As	3.229 Pounds
Ba	NA
Cd	9.676 Pounds
Total Cr	157.626 Pounds
Cu	61.823 Pounds
Fe	255.992 Pounds
Pb	17.432 Pounds

Hg	0.473 Pounds
Mo	44.749 Pounds
Ni	34.532 Pounds
Se	3.828 Pounds
Ag	25.139 Pounds
Zn	125.628 Pounds
Total Phenols	1891.512 Pounds
Total Cyanide	8.408 Pounds

Table 2

Davenport Water Pollution Control Lagoon West Locust Street Head Works Allowable Loading

Pollutant	30 Day Average
Al	NA
As	NA
Ba	NA
Cd	0.002 Pounds
Total Cr	0.062 Pounds
Cu	0.084 Pounds
Fe	NA
Pb	0.011 Pounds
Hg	NA
Mo	NA
Ni	0.072 Pounds
Se	NA
Ag	0.002 Pounds
Zn	8.338 Pounds
Total Phenols	NA s
Total Cyanide	0.002 Pounds

Table 3

Davenport Water Pollution Control Plant 2606 South Concord Street Tier 1 Significant Industrial User Local Limits

Pollutant	Kraft Oscar Mayer 30 Day Average	Leiner Davis 30 Day Average	Nestle Purina 30 Day Average
Al	NA	NA	NA
As	0.715 Pounds	0.86 Pounds	0.172 Pounds
Ba	NA	NA	NA
Cd	0.745 Pounds	0.89 Pounds	0.179 Pounds
Total Cr	14.89 Pounds	17.87 Pounds	3.57 Pounds
Cu	7.87 Pounds	9.45 Pounds	1.89 Pounds
Fe	NA	NA	NA
Pb	2.69 Pounds	3.22 Pounds	0.64 Pounds
Hg	NA	NA	NA
Mo	NA	NA	NA
Ni	4.17 Pounds	5.00 Pounds	1.00 Pounds
Se	0.596 Pounds	0.71 Pounds	0.143 Pounds
Ag	0.993 Pounds	1.19 Pounds	0.238 Pounds
Zn	12.40 Pounds	14.68 Pounds	6.84 Pounds
Total Phenols	49.64 Pounds	59.57 Pounds	11.914 Pounds
Total Cyanide	0.496 Pounds	0.596 Pounds	0.119 Pounds

Table 4
Davenport Water Pollution Control Plant 2606 South Concord Street Tier 2 Significant Industrial User Local Limits

Pollutant	30 Day Average
Al	NA
As	0.065 mg/l
Ba	NA
Cd	0.458 mg/l
Total Cr	7.014 mg/l
Cu	2.131 mg/l
Fe	NA
Pb	0.298 mg/l

Hg	NA
Mo	NA
Ni	1.321 mg/l
Se	0.120 mg/l
Ag	1.359 mg/l
Zn	4.295 mg/l
Total Phenols	108.834 mg/l
Total Cyanide	0.433 mg/l

Table 5

Davenport Water Pollution Control Lagoon West Locust StreetSignificant Industrial User Local Limits

Pollutant	**30 Day Average**
Al	NA
As	NA
Ba	NA
Cd	0.024 mg/l
Total Cr	0.942 mg/l
Cu	1.282 mg/l
Fe	NA
Pb	0.173 mg/l
Hg	NA
Mo	NA
Ni	1.099 mg/l
Se	NA
Ag	0.029 mg/l
Zn	5.00 mg/l
Total Phenols	NA
Total Cyanide	0.027 mg/l

C. Discharge Concentration Limits and Review Criteria:

1. The admission into the POTW of any materials, water or waste having a pollutant concentration or poundage greater than the limits in Tables 1 through 5 above, or containing pollutants not listed herein, shall be subject to the review and approval of the Water

Pollution Control Plant Manager. After review of the proposed discharges, the Water Pollution Control Plant Manager may:

(a) Reject the waste for reasons consistent with section 8-2-1C.

(b) Require pretreatment to an acceptable pollutant concentration for discharge to the POTW.

(c) Require control of the quantities and rates of discharge of the water or waste.

(d) Require payment to cover the added cost of handling and treatment of water and waste or any combination thereof.

(e) Reduce the maximum or average mass loading of present and prospective individual users on any reasonable prorated basis to meet headworks loading limits at the POTW treatment plant.

(f) Require the user to obtain a wastewater discharge permit and be subject to any of the rules and regulations contained therein.

(g) Require the user to meet local limits or NCPS in cases where local limits are more restrictive than NCPS provided that headworks loading limits are met.

(h) Initiate enforcement action in response to any noncompliance with this ordinance using the enforcement procedures outlined in this ordinance.

(i) Take any combination of steps (a) through (h) as appropriate.

2. Users discharging wastewater to the POTW having pollutant concentrations or flows greater than the limits in Table 6 shall be considered non-domestic for purposes of sewer charges and may be regulated or permitted by the Water Pollution Control Plant Manager as appropriate:

Table 6

Domestic Pollutant Limits

Pollutant	Domestic Limit
BOD	250 mg/l
TSS	300 mg/l

D. No provision of this section shall be construed to provide lesser discharge standards than are presently or may hereafter be imposed and required by USEPA or IDNR, nor to allow the average allowable total loading for any pollutant at the headworks of the POTW treatment plant to be exceeded.

8-2B-4: NATIONAL CATEGORICAL PRETREATMENT STANDARDS

A. Users subject to National Categorical Pretreatment Standards (NCPS) as contained in 40 CFR

Chapter I, Subchapter N, Parts 405 471 or future promulgated regulations shall comply with the standards and applicable reporting requirements under 40 CFR 403.12.

B. New sources of categorical discharge shall meet NCPS in the shortest feasible time but in no case longer than 90 days from the commencement of discharge. Failure to comply shall be a violation of this ordinance and subject the user to enforcement action.

C. The POTW shall notify all known affected categorical users of the applicable reporting requirements under 40 CFR 403.12. Failure of the POTW to notify the User shall not relieve the user of the duty, if any, to comply with NCPS.

D. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Water Pollution Control Plant Manager may impose equivalent concentrations or mass limits in accordance with 40 CFR 403.6 (c).

E. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Water Pollution Control Plant Manager may convert the limits to equivalent limitations expressed either as mass of pollutant discharge per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users in accordance with 40 CFR 403.6 (c) (3) and (4).

F. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Water Pollution Control Plant Manager shall impose an alternate limit in accordance with 40 CFR 403.6 (e).

G. A Categorical User may obtain a net/gross adjustment to a categorical Pretreatment Standard in accordance with 40 CFR 403.15

8-2B-5: STATE REQUIREMENTS

State requirements and limitations on discharges shall apply in any case where they are more stringent than USEPA or City requirements and limitations unless allowed by the state.

8-2B-6: CITY'S RIGHT OF REVISION

The City reserves the right to establish more stringent limitations or requirements on discharges to the POTW than those contained in this chapter if deemed necessary to comply with the purpose and policy objectives presented in section 8-2-1.

8-2B-7: PRETREATMENT

A. A user discharging, or with potential to discharge, any waste into the POTW as set forth in Article B shall be required by the Water Pollution Control Plant Manager to construct, install and operate, at the user's sole expense, such pretreatment facilities as may be required in order to:

1. Reduce the objectionable characteristics or constituents to within the maximum limits provided for in Article B;

2. Control the quantities and rates of discharge of such wastewater;

3. Reduce the pollutants to such concentration and flows as may be contained in the user's wastewater discharge permit;

(a) New industrial users discharging into the POTW will be required to design and operate their pretreatment facilities to meet the domestic pollutant limits in Table 6.

(b) Existing industrial users planning significant modifications to their facility or discharge to the POTW will be required to install and operate pretreatment facilities to meet the domestic pollutant limits in Table 6.

4. Prevent the discharge of liquid waste containing O&G, sand in excessive amounts, any flammable waste, or other harmful pollutants. All traps or similar devices shall be of a type and capacity needed to perform effectively and shall be readily and easily accessible for cleaning and inspection. All traps or devices shall be provided and maintained in efficient operating condition at all times. Materials removed from traps shall be considered unacceptable for disposal at the POTW treatment plant unless specifically approved by the Water Pollution Control Plant Manager.

B. All plans, specifications, technical operating data and other information pertinent to the proposed operation and maintenance of pretreatment facilities shall be reviewed and approved by the Water Pollution Control Plant Manager prior to construction. Design and installation of such facilities shall be subject to the requirements of all applicable codes, chapters and laws, including local zoning regulations. The review and approval of such plans and operating procedures shall, in no way, relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Water Pollution Control Plant Manager under the provisions of this chapter. Any subsequent changes in the pretreatment facilities or method of operations shall be reported to and be acceptable to the Water Pollution Control Plant Manager prior to the user's initiations of the changes.

C. Users shall continuously maintain all pretreatment facilities required by this chapter in satisfactory and effective operating condition at the sole expense of such user.

D. No provision contained in this chapter shall be construed to prevent or prohibit a separate or special agreement between the City and any user whereby wastewater containing waste of unusual strength, character or composition may be accepted by the City for treatment, subject to additional payment by such user; provided however, that such agreement shall have the prior approval of the Water Pollution Control Plant Manager, shall not conflict with IDNR and USEPA requirements, and shall be consistent with Article B of this chapter.

E. The Water Pollution Control Plant Manager may reject any waste, which, in the opinion of the Water Pollution Control Plant Manager, may cause interference or pass through.

F. Users shall obtain the specific approval of the Water Pollution Control Plant Manager prior to discharging any waste resulting from a pretreatment facility to the POTW. The Water Pollution Control Plant Manager may develop a documentation system to track the transportation and final disposition of any pretreatment waste. Pretreatment waste regulated by this paragraph shall include waste generated as a result of pretreatment processes used to comply with NPDES permits, air pollution permits, wastewater discharge permits, soil/groundwater reclamation processes, and pollutants resulting from a spill of any liquid or solid material or the clean up of any such spill. Pretreatment waste is prohibited from disposal

to the water of the state except as specifically permitted by IDNR.

8-2B-8: DILUTION PROHIBITED

Users shall not increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the NCPS, or with any other pollutant specific limitation developed by the City.

8-2B-9: SLUG / SPILL CONTROL

A. Users, who upon internal review by the user personnel or upon review by the Water Pollution Control Plant Manager, are determined to have the ability to cause interference or pass through at the POTW or to discharge a slug shall provide protection from accidental discharge to the POTW of prohibited materials or other substances regulated by this chapter. Facilities to prevent accidental discharge of prohibited materials shall be at the user's cost and expense.

B. Slug/Spill Control Plan (SCP). Users meeting the criteria in subsection A thereof shall develop a SCP and implement the plan after approval by the Water Pollution Control Plant Manager. The plan shall contain the following:

1. A description of discharge practices, including non-routine batch discharges;

2. A description of stored chemicals;

3. Procedures for immediately notifying the POTW of slug discharges, including any that would violate the discharge prohibitions in section 8-2B-2 of this chapter. Notification procedures shall comply with paragraphs (c) and (d) of this subsection;

4. A description of procedures and structures necessary to prevent adverse POTW impact from accidental spills including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

5. A schedule for the completion or implementation of necessary procedures and structures. Complete implementation and installation of any procedures or structures shall be according to the shortest possible schedule but in no case longer than one year. Review and approval of such plans and operating procedures shall not relieve the User from the responsibility to modify and operate its facility as necessary to meet the requirements of this chapter.

C. Users shall immediately telephone and notify the POTW in the case of

1. Any discharge, including, but not limited to, accidental discharges, discharges of a non-routine episodic nature, a non-customary batch discharge, or a slug discharge that may cause potential problems for the POTW.

2. Any discharge, which violates section 8-2B-2 of this chapter.

3. Any discharge into the POTW of a substance which is a listed or characteristic waste under 40 CFR 261. This type of discharge will also be require additional immediate reporting to the USEPA Regional Director and IDNR.

D. Immediate notification requirements shall include the name of caller, location and time of discharge, pollutant concentration, volume and the corrective actions taken.

E. Users shall submit a written report to the Water Pollution Control Plant Manager within five days following such an accidental or deliberate discharge describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Users shall submit follow up reports as may be required by the Water Pollution Control Plant Manager. Such report, or reports, shall not relieve the User of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such report relieve the user of any fines, civil penalties, or other liability which may be imposed by this chapter or otherwise. Failure to report accidental or deliberate discharges may, in addition to any other remedies available to the City, result in the revocation of the discharger's wastewater discharge permit.

F. Users shall control production or all discharges to the extent necessary to maintain compliance with all applicable regulations upon reduction, loss, or failure of its pretreatment facility until the facility is restored or an alternative method of pretreatment is provided. This requirement applies in the situation where, among other things, the primary source of power to the user's pretreatment facility is reduced, lost or fails.

G. Users required to have a SCP must permanently post a notice in English and the language of common use on the user's bulletin board or other prominent place advising employees whom to call should a prohibited discharge occur. Users shall insure that all employees who are in a position to cause, discover, or observe such an accidental discharge are advised of the emergency notification procedures.

8-2B-10: TREATMENT UPSETS

A. For the purposes of this section, Upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

B. An Upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph (c) are met.

C. An User who wishes to establish the affirmative defense of Upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. An Upset occurred and the User can identify the cause(s) of the Upset;

2. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures;

3. The User has submitted the following information to the POTW within 24 hours of becoming aware of the Upset (if this information is provided orally, a written submission must be provided within five days):

   (a) A description of the Indirect Discharge and cause of noncompliance;

   (b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;

   (c) Steps being taken and/or planned to reduce, eliminate and prevent recurrence of the noncompliance.

D. In any enforcement proceeding the Industrial User seeking to establish the occurrence of an Upset shall have the burden of proof.

E. Users will have the opportunity for a judicial determination on any claim of upset only if an enforcement action brought for noncompliance with categorical pretreatment.

F. The User shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

8-2B-11: TREATMENT BYPASS

A. Bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime.

B. The user may allow a bypass to occur which does not cause a violation of pretreatment standards, but only if it is for essential maintenance to assure efficient operation.

C. Notification of Bypass:

1. Anticipated Bypass. If the user knows in advance of the need for a bypass, it shall submit prior written notice, at least 10 days before the date of the bypass, to the Water Pollution Control Plant Manager.

2. Unanticipated Bypass. The user shall immediately notify the Water Pollution Control Plant Manager and submit a written notice to the POTW within five days. This report shall specify:

   (a) A description of the bypass, its cause, and the duration;

   (b) Whether the bypass has been corrected;

   (c) The steps being taken or to be taken to reduce, eliminate and prevent a reoccurrence of the bypass.

D. Proper notification shall not relieve the user of liability for treatment costs and fees or other remedies as provided for in Section 8-2B-7.

ARTICLE C. WASTEWATER DISCHARGE PERMITS AND REPORTING REQUIREMENTS

SECTION:

8-2C-1: Permit Requirements

8-2C-2: Permit Applications – Baseline Monitoring Reports

8-2C-3: Categorical Industries – Report on Compliance

8-2C-4: Permit Contents

8-2C-5: Permit Duration and Renewal

8-2C-6: Continuation of Expired Permits

8-2C-7: Permit Modifications

8-2C-8: Permit Transfer

8-2C-9: Denial of Permit

8-2C-10: Permit Violations

8-2C-11: Periodic Compliance Reports

8-2C-12: Certification and Signatory Requirements

8-2C-13: Monitoring Facilities

8-2C-14: Inspection, Sampling and Record Keeping Authority

8-2C-15: Confidential Information

8-2C-1: PERMIT REQUIREMENTS

All new industrial users shall notify the Water Pollution Control Plant Manager of the nature and characteristics of their proposed discharge 180 days prior to commencing discharge. A notification form prescribed by the City shall be used for this purpose.

Significant users shall discharge wastewater, either directly or indirectly, into the POTW only after obtaining a wastewater discharge permit from the Water Pollution Control Plant Manager. Obtaining a wastewater discharge permit does not relieve a User of the obligation to obtain other permits required by federal, state, or local law.

Other Users, including waste haulers, shall obtain permits as required by the Water Pollution Control Plant Manager.

8-2C-2: PERMIT APPLICATIONS – BASELINE MONITORING REPORTS

Users applying for a wastewater discharge permit or submitting a baseline monitoring report shall submit the following information as required by 40 CFR 403.12 or by the Water Pollution Control Plant Manager:

A. Users applying for a wastewater discharge permit must submit an application form prescribed by the City and accompanied by the application fee. All new significant users must submit such application 180 days prior to the date of any wastewater discharge. Existing users subject to new NCPS must, within 180 days after the effective date of the standard, submit such an application. The following information is required:

1. Name, address, and location of facility (if different from the mailing address);

2. Name of a person or agent authorized to accept legal service of process;

3. Standard Industrial Classification (SIC) code of both the industry as a whole and any processes for which NCPS have been promulgated and a list of any environmental control permits held by or for the facility;

4. Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any federal, state, or local standards with sampling and analysis performed in accordance with EPA approved methods, and meeting the following requirements:

   (a) The user shall identify the pretreatment standards applicable to each regulated process if the user is a categorical user.

   (b) All samples shall be representative of daily operations.

   (c) A minimum of six (6) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants, twenty-four- hour composite samples must be obtained through flow proportional composite sampling techniques where feasible. The Water Pollution Control Plant Manager may waive flow proportional composite sampling for any user that demonstrates that flow proportional sampling is not feasible. In such cases, samples may be obtained through time proportional techniques or through a minimum of four (4) grab samples where the User demonstrates that such sampling will provide a representative sample of the effluent being discharged.

   (d) Where the flow of the stream being sampled is less than or equal to 250,000 gpd, the User must analyze three samples within a two-week period. Where the flow of the stream being sampled is greater than 250,000 gpd, the user must analyze six samples within a two-week period.

   (e) Samples must be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists and prior to mixing with other waste. If non regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentrations or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the Water Pollution Control Plant Manager. Users not subject to categorical standards

shall submit analysis of wastewater representative of the effluent discharged to the POTW.

(f) The Water Pollution Control Plant Manager may allow the submission of an application which utilizes only historical data so long as the data provides information sufficient to determine the need for pretreatment.

(g) A statement indicating the time, date and place of sampling, methods of analysis, and certifying that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW shall accompany each Application/Baseline Monitoring Report unless such sampling and analysis was performed by the City.

5. Time and duration of all discharges;

6. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any;

7. Description of activities, facilities, and plant processes at the site, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the POTW;

8. The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation. The plans shall include a schematic process diagram which indicates all points of discharge to the POTW. All plans must be certified for accuracy by a professional engineer registered in the state of Iowa;

9. Each product produced by type, amount, process or processes and rate of production;

10. Type and amount of raw materials processed (average and maximum per day);

11. Number and type of employees, and hours of operation, and proposed or actual hours of operation of the pretreatment facility;

12. A statement, reviewed by an authorized representative of the user (as defined in section 8-2B-12) and certified to by a professional engineer registered in the state of Iowa, indicating whether pretreatment standards are being met on a consistent basis and if not whether additional operation and maintenance (O&M) or additional pretreatment is required for the user to meet pretreatment standards and requirements;

13. If additional pretreatment or O&M will be required to meet pretreatment standards or requirements, then the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:

    (a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such schedule shall include, where applicable, but not limited to, dates Tor the hiring of an engineer, completing preliminary plans, executing

contracts for major components, commencing construction, beginning operation, and conducting routine operations);

(b) No increment referred to in paragraph (A) above, shall exceed nine months, nor shall the total compliance period exceed 18 months;

(c) No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Water Pollution Control Plant Manager, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the Water Pollution Control Plant Manager.

14. Any additional information required by the Water Pollution Control Plant Manager to evaluate a permit application;

B. All applications and reports must contain the certification statement and be signed in accordance with section 8-2C-12.

C. Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on 40 CFR 403.12(e)(2).

8-2C-3: CATEGORICAL INDUSTRIES – REPORT ON COMPLIANCE

Users subject to NCPS shall submit a report to the Water Pollution Control Plant Manager containing the information described in section 8-2C-2 subsections (1)(iii),(iv), (v) and (xi) within 90 days following the date for final compliance with applicable NCPS or, in the case of a new source, following commencement of discharge. Users subject to equivalent mass or concentration limits shall provide a reasonable measure of the user's long term production rate. For all other users subject to NCPS expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All reports must contain the certification statement and be signed in accordance with Section 8-2C-12 of this chapter.

8-2C-4: PERMIT CONTENTS

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the Water Pollution Control Plant Manager to prevent pass through or interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate POTW sludge management and disposal, protect ambient air quality, and protect against damage to the POTW collection system or plant.

A. The conditions may include, but need not be limited to, the following:

1. Limits on the average or maximum rate of discharge, time of discharge, or requirements for flow regulation and equalization;

2. Limits on the average or maximum concentration, mass, or other measure of identified wastewater constituents or properties;

3. Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;

4. Requirements for the development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or prohibited discharges;

5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;

6. Requirements for installation and maintenance of inspection, sampling, and flow monitoring facilities and equipment for each separate discharge into the POTW;

7. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules;

8. Compliance schedules;

9. Requirements for submission of technical reports or discharge reports and which may include production data;

10. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the Water Pollution Control Plant Manager and affording the Water Pollution Control Plant Manager or the Water Pollution Control Plant Manager's representatives, access thereto;

11. Requirements for the notification of any substantial change in the manufacturing processes, pretreatment processes, quantity or quality of waste discharged to the POTW 90 days prior to such change. The Water Pollution Control Plant Manager shall approve, deny or condition a changed discharge prior to a change occurring in accordance with the provisions of section 8-2B-1(4) of this chapter;

12. A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal pretreatment standards, including those which become effective during the term of the permit.

13. Other conditions as deemed appropriate by the Water Pollution Control Plant Manager to ensure compliance with this chapter, and state and federal laws, rules, and regulations;

8-2C-5: PERMIT DURATION AND RENEWAL

Permits shall be issued for a specified time period, not to exceed five (5) years. Permitted users shall apply for a new permit by submitting a completed permit application a minimum of 90 days prior to the expiration of the user's existing permit.

8-2C-6: CONTINUATION OF EXPIRED PERMITS

Expired permits shall remain effective and enforceable until the permit is reissued unless the user is notified of permit termination by the City.

8-2C-7: PERMIT MODIFICATIONS

A. The Water Pollution Control Plant Manager may modify the permit for good cause including, but not limited to, the following:

(1) To incorporate any new or revised federal, state, or local pretreatment standard or requirement (after becoming aware of more stringent standards or requirements, the POTW will update permits within 90 days);

(2) Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit;

(3) A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(4) Information indicating that the permitted discharge poses a threat to the POTW, POTW personnel or the receiving water;

(5) Violation of any terms or conditions of the permit;

(6) Misrepresentation of or grant of variance from such categorical standards pursuant to 40 CFR 403.13;

(7) To correct typographical or other errors in the permit;

(8) To reflect transfer of the facility ownership or operation to a new owner/operator;

(9) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

(10) The filing of a request by the permittee for permit modification, revocation and re-issuance, termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

8-2C-8: PERMIT TRANSFER

Users shall not reassign or transfer a wastewater discharge permit to a new owner. New owners must apply for a new wastewater discharge permit 30 days prior to a change in ownership.

8-2C-9: DENIAL OF PERMIT

The Water Pollution Control Plant Manager may deny a permit to any user whose discharge of material to POTW, whether shown upon application or determined after inspection and testing conducted by the City, is not in conformity with this chapter or whose application is incomplete or does not comply with the requirements of Section 8-2C-2.

8-2C-10: PERMIT VIOLATIONS

Any violations of the terms, conditions, or limits of a user's wastewater discharge permit shall be deemed a violation of this chapter and subject the User to all enforcement procedures outlined in this chapter.

8-2C-11: PERMIT COMPLIANCE REPORTS

A. Periodic compliance reports are required as follows:

1. Significant users shall submit to the Water Pollution Control Plant Manager no less than twice per year, a report indicating the nature, concentration, and flow of pollutants in the effluent which are limited by permit or pretreatment standards for the reporting period. This report shall include a record of the monthly average flows and the daily flow for each analysis date during the reporting period. At the discretion of the Water Pollution Control Plant Manager and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Water Pollution Control Plant Manager may agree to alter the months during which the above reports are to be submitted.

2. The Water Pollution Control Plant Manager may impose mass limitations on users. In such cases, the report required by the above paragraph shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. All analysis shall be performed using EPA approved methods using sampling techniques approved by IDNR.

3. Users shall meet the certification and signatory requirements in section 8-2C-12 for each report submitted under this section. Where the City itself collects all the information required for the report, including flow data, the industrial user will not be required to submit a periodic compliance report.

4. Users must notify the POTW of all violations identified as a result of self monitoring to the POTW by telephone, during normal business hours, within 24 hours of the time the User becomes aware of such violation. The user must also submit the results of repeat analyses to the POTW within 30 days after becoming aware of the violation together with a complete report on all steps taken to resolve the violation. The user need not repeat the analyses if:

    (a) The POTW performs sampling of the industrial user at a frequency of at least once per month, or

    (b) The POTW performs sampling of the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling; or

    (c) The POTW has performed the sampling and analysis in lieu of the user, the POTW will perform the repeat sampling and analysis unless it notifies the user of the violation and requires the user to perform the repeat sampling and analysis, [per 40 CFR 403.12(g) (2)]

5. If the user monitors any pollutant more frequently than required, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, or otherwise approved by EPA or as specified by the Water Pollution Control Plant Manager, the results of such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutant discharge and results shall be reported in the monthly report.

6. If the user utilizes a laboratory other the Davenport Water Pollution Control Plant Laboratory to sample or analyze any pollutant, the Davenport Water Pollution Control Plant Manager must be informed in writing. All external sampling plans must be approved prior to uses of the third-party data in the monitoring reports.

7. The Davenport Water Pollution Control Plant manager has selected the Davenport Water Pollution Control Plant Laboratory as the primary laboratory for all Biochemical Oxygen Demand, Total Suspended Solids and pH sample analyses for regulatory compliance and Combined Sewer Service Charge billing. The user can request a different laboratory be used by writing the Davenport Water Pollution Control Pretreatment Office listing the reasons for the request and the alternatives the permittee would like. The permittee will be notified in writing within 30 calendar days of receipt if the request or parts of the request was approved.

B. The Water Pollution Control Plant Manager may authorize a user subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the user has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the user. This authorization is subject to the conditions set forth in 40 CFR 403.12(e)(2).

C. The Water Pollution Control Plant Manager may reduce the requirements for periodic compliance reports to a requirement to report no less frequently than once a year, unless required more frequently in the Pretreatment Standard or by the State for those users determined to be a Non-Significant Categorical Industrial User per 40 CFR 403.3(v)(2).

1. Reduced reporting is not available to users that have in the last two years been in Significant Noncompliance.

2. Reduced reporting is not available to a user with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the Water Pollution Control Manager, decreasing the reporting requirements for this user would result in data that are not representative of conditions occurring during the reporting period.

8-2C-12: CERTIFICATION AND SIGNATORY REQUIREMENTS

All applications and reports shall be signed by an authorized representative of the user as defined in section 8-2-3. Users shall maintain a current and accurate authorization on file with the Water Pollution Control Plant Manager.

A. Certification of Permit Applications, User Reports and Initial Monitoring Waiver

All permit applications, baseline monitoring reports, reports on compliance with the categorical Pretreatment Standard deadlines, periodic compliance reports and initial requests to forego sampling of a pollutant not present submitted by a user shall contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate,

and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

B. Annual Certification for Non-Significant Categorical Industrial Users.

A facility determined to be a Non-Significant Categorical Industrial User by the Water Pollution Control Plant Manager must annually submit the following certification statement signed in accordance with the signatory requirements in 40 CFR 403.120(I). This certification must accompany an alternative report required by the City:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR_____, I, _____, certify that to the best of my knowledge and belief, that during the period from _____ to _____ (month/day/year):

(a) The facility described as _____(facility name) met the definition of a Non-Significant Categorical Industrial User as described in 40 CFR 403.3(v)(2);

(b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and

(c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information: _____".

C. Certification of Pollutants Not Present Users that have an approved monitoring waiver must certify on each report with the following statement that there has been no increase in the pollutant in its waste stream due to activities of the user.

"Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR_____, I, _____, certify that to the best of my knowledge and belief, there has been no increase in the level of [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under section 8-2C-11."

8-2C-13: MONITORING FACILITIES

A. Permitted Users, when required by the Water Pollution Control Plant Manager, shall provide and operate monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer, or internal drainage systems at their own expense. The Water Pollution Control Plant Manager may require the placementof such monitoring facilities at the end of each process where pollutants are used, produced, or treated. The monitoring facility should normally be situated on the user's premises and located so that it will not be obstructed by landscaping or parked vehicles.

B. When required by permit and within 90 days of written notification, Users shall install a sampling chamber for each separate discharge of the building sewer in accordance with plans and specification approved by the City. Users shall provide ample room in or near such sampling chamber to allow accurate sampling and preparation of samples for analysis. Users shall maintain all sampling and measuring equipment in a safe and proper operating condition

at all times and at the expense of the user which shall be safely, easily and independently accessible to authorized representatives of the City. Users shall certify all flow measuring devices to be in proper working condition once per year using a qualified technician acceptable to the Water Pollution Control Plant Manager.

1. Each sampling chamber shall contain a flume unless another device is approved by the City, with a recording and totalizing device for measurement of the liquid quantity.

2. At the discretion of the Water Pollution Control Plant Manager, metered water supply to a user may be used as the volume quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment agreed to by the Water Pollution Control Plant Manager is made in the metered water supply to determine the liquid waste quantity. Separate meters may be used to subtract water which is not discharged to the POTW or is discharged to a sewer other than the sampled location.

3. Samples shall be taken at a frequency and volume determined by the Water Pollution Control Plant Manager, and shall be properly refrigerated and preserved in accordance with EPA approved methods. The sample shall be composited in proportion to the flow for a representative 24 hour sample. A time proportioned 24 hour sample may be used if flow proportioned sampling is determined by the City to be impractical. Grab samples shall be used where appropriate.

C. Users must inform the Water Pollution Control Plant Manager prior to breaking a sampler seal, used by the City to detect sample tampering, unless necessary to prevent loss of life, personal injury, or severe property damage. Users must not place additional seals or locks upon a sampler which may be used by the City without first obtaining approval from the Water Pollution Control Plant Manager.

8-2C-14: INSPECTION, SAMPLING, AND RECORD KEEPING AUTHORITY

A. Users shall give the following authorities to the City:

1. Users shall permit authorized representatives or agents of the City to enter upon all properties and all parts of the premises within the corporate limits of the City, within the extended jurisdiction of the City, or upon properties of users with wastewater discharge permits for the purposes of inspection, sampling, records examination, records copying, or the performance of any of their duties. This shall include the right to set up, on the user's property, such devices as are necessary to conduct sampling, inspection, compliance monitoring, or metering operations as may be required in pursuance of the implementation and enforcement of this chapter.

2. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements in the security measures so that, upon presentation of suitable identification, personnel from the City will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

3. All users subject to any of the reporting requirements of this chapter shall maintain copies of reports and records of all information as required in 40 CFR 403.12(o) resulting from any monitoring activities required by this chapter for a minimum of five years and shall make such

records available for inspection and copying by the City. This period of retention shall be extended until the completion of any unresolved negotiation, hearing, or litigation involving a purported violation.

8-2C-15: CONFIDENTIAL INFORMATION

A. Except as herein provided, information and data obtained from user reports, questionnaires, permit applications and inspections, shall be made available to the public or other governmental agencies without restriction. If the user specifically requests and is able to demonstrate that the release of such information would divulge information concerning processes or methods of production entitled to protection under law as trade secrets of the User or would give advantage to competitors and serve no public purpose the Water Pollution Control Plant Manager shall not make such information available to the public but such information shall be available to the USEPA or IDNR.

B. In determining whether information is confidential, the provision of 561-2 of the Iowa Administrative Code shall prevail.

C. Effluent data and City enforcement actions will not be considered confidential records or information.

ARTICLE D. ENFORCEMENT PROCEDURES:

8-2D-1: Public Notification of Significant Noncompliance

8-2D-2: Significant Noncompliance

8-2D-3: Administrative Actions

8-2D-4: Actions Authorized

8-2D-5: Civil Penalties

8-2D-6: Criminal Penalties

8-2D-7: Performance Bonds

8-2D-8: Revocation of Permit

8-2D-9: Reinstatement of Service

8-2D-10: Emergency Disconnection of Service

8-2D-11: Elimination of Discharge / Reinstatement

8-2D-12: Additional Remedies

8-2D-1: PUBLIC NOTIFICATION OF SIGNIFICANT NONCOMPLIANCE

The City shall at a minimum annually publish, in a newspaper of general circulation that provides meaningful public notice within the JCSC community, a list of users which at any time during the previous calendar year, were in significant noncompliance as defined in section 8-2D-2 of this chapter.

8-2D-2: SIGNIFICANT NONCOMPLIANCE

A. Any violation of pretreatment requirements (i.e., but not limited to: limits, sampling, analysis, reporting, meeting compliance schedules, and regulatory deadlines) is an instance of noncompliance for which the user is liable for enforcement, including penalties and injunctive relief. Instances of SNC are user violations which meet one or more of the following criteria:

1. Violations of wastewater discharge limits.

(a) Chronic violations. 66% or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits as defined in section 8-2B-2 of this chapter.

(b) Technical Review Criteria (TRC) violations. 33% or more of the measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous limits as defined in section 8-2B-2 of this chapter multiplied by the applicable criteria:

(i) BOD, TSS, Fats, Oil and Grease Criteria = 1.4.

(ii) All other pollutants except pH Criteria = 1.2.

(c) Any other violation(s) of a Pretreatment Standard or Requirement as defined by 40 CFR 43.3(1) (daily maximum, monthly average, instantaneous limit, or narrative Standard) that the Water Pollution Control Plant Manager believes has caused, alone or in combination with other discharges, interference (including slug loads) or pass through; or endangered the health of City personnel or the public.

(d) Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge.

(e) Failure to meet, within 90 days of the scheduled date, any compliance schedule milestones, contained in a wastewater discharge permit or enforcement order, for starting construction, completing construction, and attaining final compliance.

(f) Failure to provide within 45 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules.

(g) Failure to accurately report noncompliance.

(h) Any other violations or group of violations, which may include a violation of Best Management Practices, which the Water Pollution Control Plant Manager determines will adversely affect the operation or implementation of the local pretreatment program.

B. When a user is in SNC, the Water Pollution Control Plant Manager is directed to:

1. Report the information to IDNR as part of the annual pretreatment performance summary of permitted user noncompliance;

2. Include the user in the annual public notification.

3. Address SNC through appropriate enforcement actions.

8-2D-3: ADMINISTRATIVE ACTIONS

A. The Water Pollution Control Plant Manager may issue a written notice to the user giving specific nature of violations which shall include the frequency, magnitude and impact of the violation upon the POTW. The notice may also include the following:

1. An order requiring a plan of action for preventing reoccurrence of the violation;

2. An order requiring specific action for accomplishing remediation;

3. An order requiring the User to respond in writing within 30 days.

B. The Water Pollution Control Plant Manager is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the user responsible for any noncompliance. Such orders will include specific action to be taken by the user to correct noncompliance within a time period specified by the order.

C. The Water Pollution Control Plant Manager may issue enforceable orders or schedules to require compliance with pretreatment standards including appropriate interim limits. Such orders and schedules may be incorporated into a revised wastewater discharge permit and shall not require the consent of the user.

8-2D-4: ACTIONS AUTHORIZED

Where there has been noncompliance with any provision of this chapter the Water Pollution Control Plant Manager may request, and Corporation Counsel (or any attorney representing the City) is authorized to bring an action in equity or at law to seek the issuance of a preliminary or permanent injunction or both or such other relief as may be appropriate to compel compliance by the user with this chapter. No other authorization from the City Council for the bringing of such action shall be required.

In addition to other remedies provided under this or other provisions of this chapter, in any action brought to enforce the provisions of this chapter the City Council authorizes and directs Corporation Counsel to seek to recover all actual damages suffered by the City including all actual damages and losses related to costs of repair and remediation of the POTW, costs of administration reasonably related to any particular violation and attorneys fees.

8-2D-5: CIVIL PENALTIES

A. Each violation of any provision of this chapter or of a permit issued under this chapter is declared

to be a municipal infraction. Each day that a violation of a provision of this chapter continues and each day that a violation of permit issued under this chapter continues shall be considered a separate municipal infraction.

B. Any person who knowingly makes a false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter or a wastewater discharge permit or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this chapter commits a municipal infraction.

C. A user who has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable for a maximum civil penalty not to exceed $1,000 of per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation

D. In addition to the penalties established in this section for municipal infractions, Corporation Counsel shall seek all other appropriate remedies allowed by law in regard to the abating correction or discontinuance of activities which constitute municipal infractions under this chapter.

8-2D-6: CRIMINAL PENALTIES

Any industrial user who willfully or negligently violates any provision of this chapter or any orders or permits issued here under shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed $100 per each violation per day or imprisonment for not more than 30 days per violation or both.

Any industrial user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other document files or required to be maintained pursuant to this chapter, or wastewater discharge permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a fine of not more than $100 per violation per day or imprisonment for not more than 30 days or both.

8-2D-7: PERFORMANCE BONDS

The Water Pollution Control Plant Manager may decline to reissue a permit to any user who has failed to comply with the provision of this chapter or any order or previous permit issued here under unless such user first files a satisfactory bond payable to the City in a sum not to exceed the value determined by the Water Pollution Control Plant Manager to be necessary to achieve compliance giving due consideration to the number and magnitude of previous violations, potential need for remediation and stating the reasons which support the amount of bond in a written order directed to the user, but in no case shall said bond be required to be greater than $25,000. The user shall use a bond form approved by the City.

8-2D-8: REVOCATION OF PERMIT

A. Conditions for Revocation. Any user who violates this chapter, any condition of its wastewater discharge permit, or any of the following, is subject to having its permit revoked in accordance with the procedures of this Section:

1. Failure to accurately report the wastewater constituents and characteristics of its discharge;

2. Failure of the user to report substantial changes in process activity or in volume or character of pollutants being introduced into the POTW at least 90 days prior to such change;

3. Tampering with monitoring equipment;

4. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling;

5. Violation of permit conditions;

6. Failure to report an upset, failure, or bypass of user's pretreatment facilities;

7. Failure to pay fines, fees, or sewer User charges;

8. Failure to follow enforcement orders or compliance schedules;

9. Failure to correct a condition that impedes or alters the POTW's ability to monitor the user's discharge or has the potential to cause interference or pass through;

B. Procedures for Revocation.

1. Any permit issued to a user pursuant to this chapter may be revoked for any action which is subject to revocation under section 8-2D-8(a). No revocation shall issue except upon notice delivered to the user by mailing the notice in the regular mail addressed to the user at the address listed on the wastewater discharge permit, a minimum of 10 days prior to the date set for hearing before the Water Pollution Control Plant Manager or his or her designee. Such notice shall inform the user of the time, date and place of the hearing, the purpose of the hearing, and shall set out the reasons therefore.

2. If, after such a hearing, the Water Pollution Control Plant Manager or his or her designee makes a finding based on substantial evidence that actions subject to revocation under section 8-2D-8 (a) have occurred as alleged, the Water Pollution Control Plant Manager or his or her designee may continue suspension of or revoke the permit; the determination of whether to revoke such permit shall be in the discretion of the Water Pollution Control Plant Manager or his or her designee and shall be dependent upon the circumstances surrounding violations by the user of section 8-2D-8 (a) and their severity.

3. A user whose permit has been revoked shall not be eligible for another permit until 30 days after the violating conditions have been corrected to the satisfaction of the Water Pollution Control Plant Manager.

8-2D-9: REINSTATEMENT OF SERVICE

In the event of severance of service, the service may be reinstated in the following manner:

1. Upon payment to the City of any delinquency in full, plus penalties, plus the cost of the disconnection and the $100 City supervision fee, and an inspection by the Water

Pollution Control Plant Manager to determine whether the original cause for termination has been corrected, the City will issue a permit for reconnection of the building service line to the POTW. Such reconnection costs, plus inspection fees for the City in accordance with City chapters, shall be at the sole expense of the user.

2. Upon reconnection and payment of all costs described above, the City through its agents, shall remove the red tag from the building and the building shall, so far as the City is concerned, be "fit for human occupancy."

8-2D-10: EMERGENCY DISCONNECTION OF SERVICE

A. Conditions for Immediate Disconnection of Service: The Water Pollution Control Plant Manager may, after informal notice, suspend the wastewater treatment service or wastewater permit of a user whenever such suspension is necessary in order to stop an actual or threatened discharge presenting or causing an imminent or substantial endangerment to the health or welfare of persons, the POTW, or the environment.

B. Procedures for Immediate Disconnection

1. When the Water Pollution Control Plant Manager determines that a discharge as described in paragraph a exists, a verbal order shall be issued (followed immediately by a written order) to the user stating the problem and requiring immediate cessation of the discharge. Users verbally notified of a suspension of the wastewater treatment service or the wastewater permit shall immediately stop or eliminate all discharges. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Water Pollution Control Plant Manager shall take immediate action to eliminate the discharge including disconnection from the POTW. Methods of informal notice to a user shall include, but not be limited to, any of the following; personal conversations between user and City personnel, telephone calls, letters, hand delivered messages or notices posted at the user's premises or point of discharge.

2. Users responsible, in whole or in part, for imminent endangerment shall submit a detailed written report describing the causes of the endangerment and the measures taken to prevent any future occurrence to the Water Pollution Control Plant Manager prior to the hearing described in section 8-2D-8 (b).

8-2D-11: ELIMINATION OF DISCHARGE / REINSTATEMENT

Users notified of a disconnection of wastewater treatment service under sections 8-2D-8 or 8-2D-10 shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the disconnection or revocation order, the City shall take such steps as are deemed necessary, including immediate severance of the sewer connection. The Water Pollution Control Plant Manager shall reinstate the wastewater discharge permit or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

8-2D-12: ELIMINATION OF DISCHARGE / REINSTATEMENT

A. In addition to remedies available to the City set forth elsewhere in this chapter, if the City is fined

by IDNR or USEPA for violations of the City NPDES permit or violations of water quality standards as the result of a discharge of pollutants by identifiable user(s), then the fine, including all City legal, sampling, analytical testing costs and any other related costs shall be charged to the responsible user(s). Such charge shall be in addition to any other remedies the City may have under this chapter, at law or in equity.

B. If the discharge from any User results in a deposit, obstruction, damage or other impairment to the POTW, the user shall become liable to the City for any expense, loss, or damage caused by the violations or discharge. The City may add to the user's charges and fees the costs assessed for any cleaning, repair, or replacement work caused by the violations or discharge.

C. The remedies provided in this chapter shall not be exclusive and the City may seek whatever other remedies are authorized by ordinance, statute, at law or in equity against any persons violating the provisions of this chapter.

D. In addition to any other remedies provided in this chapter, the City may initiate an action, either in law or in equity, to obtain an injunction against further violations of this chapter, and for judgement for all costs incurred by the City occasioned by the user's violation of any requirements of this chapter.

Passed, Approved, and Adopted this _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Bettendorf IOWA
a premier city

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)

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES

JANUARY 17, 2023

The City Council of Bettendorf, Iowa met in regular session on January 17, 2023, at 7:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

The City of Bettendorf broadcasted this public meeting online at http://www.bettendorf.org/live-meeting.

Council Members Present: Adamson, Brown (Zoom), Connors, Naumann, Sechser, Baden
Vacant: 5th Ward Seat
Presiding: Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with the Pledge of Allegiance followed by an Invocation given by Pastor Ed Hedding of Pleasant View Baptist Church.

PROCLAMATION

Mayor Gallagher read a proclamation requested by Big Brothers Big Sisters of the Mississippi Valley proclaiming the month of January 2023 as Mentoring Month in the Bettendorf community and encouraged everyone to support mentoring and give young people in our community the gift of time and friendship through Big Brothers Big Sisters of the Mississippi Valley. Big Sister Nola Neely and her Little Sister Monique were on hand to receive the proclamation. Both Ms. Neely and Miss Monique thanked the Council and explained what a positive difference BBBS has made in both of their lives.

RECOGNITION

Major Robert Doliber, Coordinator of the The Salvation Army presented Mayor Gallagher with the first ever Battle of the Bells traveling trophy and a first place certificate for raising the most funds in a two-hour period on December 10, 2022. Council Member Lisa Brown filled in for Mayor Gallagher this year as he had another commitment and rang the bell at Bettendorf Hy-Vee for two hours raising a total of $248.04 more than half of what was raised cumulatively amongst the other participants. Major Doliber hopes to have more cities involved in the challenge next year. Major Doliber explained all the services The Salvation Army provides to the QCA, and thanked all the Bettendorf businesses for their involvement.

PUBLIC REQUESTS OF COUNCIL

Margarito “Skip” Saldivar of 2738 State Street addressed the Mayor and Council with his concerns regarding the speed on State Street and asked if it could be slowed down. Mr. Saldivar further questioned Council on who would be taking care of the parks and what was happening with the lot next to Aldi’s. Mayor Gallagher and Community Development Director Mark Hunt responded accordingly. Mr. Saldivar further stated what a great staff the city has.

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

RECEIPT OF BIDS – 2023A AND RESOLUTION DIRECTING THE SALE OF $13,280,000 (SUBJECT TO TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2023A

Finance Director Jason Schadt and Elizabeth Bergman, Director of Baker Tilly, explained the Receipt of Bids and the resolution directing the sale of $13,280,000 (subject to terms of offering) General Obligation Bonds, Series 2023A. Mayor Gallagher asked for any questions. None presented.

Council Member Connors presented a resolution determining the bid from Hilltop Securities, Inc. of Dallas, Texas to be the best and most favorable bid received, and the General Obligation Bonds, Series

2023A be awarded at a final par amount as adjusted in the amount of $13,280,000 at a true interest rate of 3.3033798% and total purchase price as adjusted in the amount of $14,238,306.46, and made a motion to approve the resolution as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Adamson (aye). The motion passed 6-0.

ORDINANCE – FIRST READING AMENDING BETTENDORF CITY CODE TITLE 8, CHAPTER 2 ENTITLED "SEWER USE AND SERVICE"

Council Member Naumann presented the first reading of an ordinance amending Bettendorf City Code Title 8, Chapter 2 entitled "Sewer Use and Service" and made a motion to approve the ordinance at its first reading as presented. Council Member Sechser seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Adamson (aye). The motion passed 6-0.

ORDINANCE – SECOND READING AMENDING TITLE 10 BUILDING AND DEVLEOPMENT, CHAPTER 5 MECHANICAL CODES AND REGULATIONS OF THE BETTENDORF CITY CODE WITH AMENDMENTS

Council Member Adamson presented the second reading of an ordinance amending Bettendorf City Code Title 10 Building and Development, Chapter 5 Mechanical Codes and Regulations with amendments 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 Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Adamson (aye). The motion passed 6-0.

ORDINANCE – SECOND READING AMENDING TITLE 10 BUILDING AND DEVLEOPMENT, CHAPTER 6 PLUMBING CODES AND REGULATIONS OF THE BETTENDORF CITY CODE WITH AMENDMENTS

Council Member Brown presented the second reading of an ordinance amending Bettendorf City Code Title 10 Building and Development, Chapter 6 Plumbing Codes and Regulations with amendments 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 Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Adamson (aye). The motion passed 6-0.

ORDINANCE – THIRD AND FINAL 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 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 16th Street at Brown Street and made a motion to approve the ordinance at its final reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Adamson (aye). The motion passed 6-0.

ORDINANCE – THIRD AND FINAL READING AMENDING BETTENDORF CITY CODE TITLE 11, CHAPTER 13 OFF-STREET PARKING AND LOADING

Council Member Baden presented the third and final reading of an ordinance amending Bettendorf City Code Title 11, Chapter 13 Off-Street Parking and Loading and made a motion to approve the ordinance at its final reading as presented. Council Member Adamson seconded the motion. Mayor Gallagher

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

CONSENT AGENDA

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

ADJOURNMENT

There being no further business, Council Member Baden made a motion to adjourn, and Council Member Sechser seconded the motion. The meeting was adjourned at approximately 7:26 p.m.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

CONSENT AGENDA
JANUARY 17, 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 January 3, 2023 (Approve and Adopt)

B. Resolution approving the position and job description for the Assistant City Administrator – Economic Development and ratifying the City Administrator's appointment of Jeff Reiter to fill the Assistant City Administrator – Economic Development position for the City of Bettendorf. (Approve and Adopt)

C. Resolution setting a date for a public hearing and directing the advertising for bids for the Pineacre Drive Reconstruction Project from Crestline Drive South to the end. (Approve and Adopt)

D. Resolution setting a date for a public hearing and directing the advertising for bids for the Downtown Landscape Maintenance Program. (Approve and Adopt)\

E. Resolution setting a date for a public hearing and directing the advertising for bids for the Forest Grove Drive Phase IV Project. (Approve and Adopt)

F. Resolution accepting improvements for the 2022 Intake Repair Program. (Approve and Adopt)

G. Resolution approving liquor license renewals and requests for Adventurous Brewing, Express Lane Gas and Food Mart, and The Quarry Bar Works. (Approve and Adopt)

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

CITY OF BETTENDORF
SPECIAL CITY COUNCIL MEETING MINUTES

JANUARY 24, 2023

The City Council of Bettendorf, Iowa met in regular session on January 24, 2023, at 5:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

The City of Bettendorf broadcasted this public meeting online at http://www.bettendorf.org/live-meeting.

Council Members Present: Adamson, Brown, Naumann, Sechser, Baden
Council Members Absent: Connors
Vacant: 5th Ward Seat
Presiding: Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting by thanking the three applicants Beth Aronson, Austin Blunk, and Nick Palczynski for their interest in filling the 5th Ward vacancy and explained that Council would be hearing presentations from each applicant to learn a little more about them than what was in the provided documentation.

After hearing presentations from each applicant and discussing same, a motion was made by Council member Naumann to add Nick Palczynski's name to the appointment resolution. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion. Council Member Adamson stated he was comfortable with making the appointment tonight and canceling the January 31st special meeting as he had read the questionnaires multiple times. Mayor Gallagher asked City Attorney Chris Curran to explain the two-step appointment process, and Mr. Curran responded accordingly. Council Member Sechser asked for those watching online a brief overview of why Council has decided to appoint rather than hold a special election, and Mayor Gallagher and City Administrator Decker Ploehn responded. City Attorney Curran clarified that Iowa Code is clear that Council has two options to fill the vacancy, either by appointment or special election, and, if by appointment, there is still a 14-day window after the appointment is made in which the eligible electors of the 5th Ward can file a petition calling for a special election. Said petition requires 15% of signatures of the number of voters in the last 5th Ward election to be valid. Roll call vote to add Nick Palczynski's name to the appointment resolution indicated Adamson (aye); Brown (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed 5-0-0.

RESOLUTION APPOINTING NICK PALCZYNSKI TO FILL THE VACANT 5TH WARD COUNCIL MEMBER POSITION ON THE BETTENDORF CITY COUNCIL

Council Member Naumann made a motion to appoint Nick Palczynski to fill the vacant 5th Ward Council Member position on the Bettendorf City Council. Council Member Adamson seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed 5-0-0.

ADJOURNMENT

There being no further business, Council Member Naumann made a motion to adjourn, and Council Member Baden seconded the motion. The meeting was adjourned at approximately 5:32 p.m.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: February 7, 2023
REQUESTED BY: Schadt

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

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

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

Explanation

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

The public sale of $13,280,000 General Obligation Bonds, Series 2023A took place January 17, 2023 at 10:00 A.M. with award by the City Council at 7:00 p.m. that same day. The awarded bidder was Hilltop Securities Inc., at a final true interest cost of 3.3033%. The attached resolutions prepared by our bond counsel Ahlers & Cooney, P.C. authorize the issuance of said bonds, approve the continuing disclosure certificate, as well as UMB Bank N.A. of West Des Moines as the registrar and paying agent, and authorize the execution of the agreement.

Net proceeds from these bonds will pay for various public improvement projects as listed in the City's FY 2023-24 budget document and project summary list. The City's Debt Service levy will remain $4.85 per $1,000 assessed valuation as proposed in the FY 2023-24 budget.

Moody's re-affirmed the City's Aa2 Bond Rating on the bonds.

ATTACHMENTS:

- Resolutions prepared by Ahlers & Cooney, P.C. for General Obligation Bonds, Series 2023A
- Tax Exempt Certificate, Registrar's Agreement, Authentication Order, County Auditor's Certificate, Delivery Certificate, Transcript Certificate, and Continuing Disclosure Certificate

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

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

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

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

February 7, 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 APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, $13,280,000 General Obligation Bonds, Series 2023A, dated February 16, 2023, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of $13,280,000 General Obligation Bonds, Series 2023A, dated February 16, 2023.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7th day of February, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $13,280,000 GENERAL OBLIGATION BONDS, SERIES 2023A, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $13,280,000 GENERAL OBLIGATION BONDS, SERIES 2023A, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

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, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue

said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean $5,000 or any integral multiple thereof.

- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.

- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.

- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.

- "Bonds" shall mean $13,280,000 General Obligation Bonds, Series 2023A, authorized to be issued by this Resolution.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of Bettendorf, State of Iowa.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed

herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Project" shall mean the costs of construction, reconstruction and repairing of streets, highways, avenues, alleys, and public grounds, including patching, resurfacing, reconstruction, and paving improvements; acquisition and installation of traffic control devices; acquisition, construction, improvement, and installation of street lighting fixtures; installation and repair of sidewalks and bridge improvements, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Resolution" shall mean this resolution authorizing the Bonds.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Bettendorf, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$1,032,323.70	2023/2024
$1,031,081.25	2024/2025
$1,032,331.25	2025/2026
$1,027,331.25	2026/2027
$1,031,331.25	2027/2028
$1,028,831.25	2028/2029
$1,030,081.25	2029/2030
$1,029,831.25	2030/2031
$1,028,081.25	2031/2032
$1,029,831.25	2032/2033
$1,029,831.25	2033/2034
$1,028,081.25	2034/2035
$1,032,281.25	2035/2036
$1,030,112.50	2036/2037
$1,031,062.50	2037/2038
$1,029,887.50	2038/2039
$1,027,625.00	2039/2040
$1,028,125.00	2040/2041
$1,032,312.50	2041/2042

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Scott County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2023 GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its

proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of $13,280,000, shall be issued pursuant to the provisions of Section 384.25 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2023A", be dated February 16, 2023, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2023, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of $5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
$295,000	5.000%	2024
$475,000	5.000%	2025
$500,000	5.000%	2026
$520,000	5.000%	2027
$550,000	5.000%	2028
$575,000	5.000%	2029
$605,000	5.000%	2030
$635,000	5.000%	2031
$665,000	5.000%	2032
$700,000	5.000%	2033
$735,000	5.000%	2034
$770,000	4.000%	2035
$805,000	3.375%	2036
$830,000	3.500%	2037
$860,000	3.625%	2038
$890,000	3.625%	2039
$920,000	3.750%	2040
$955,000	3.750%	2041
$995,000	3.750%	2042

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2032, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such

maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the

Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the

Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall

be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized

signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF SCOTT"
"CITY OF BETTENDORF"
"GENERAL OBLIGATION BOND"
"SERIES 2023A"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Bond Date: February 16, 2023
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: $_____

The City of Bettendorf, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2023, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Section 384.25 of the Code of Iowa, for the purpose of paying 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, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2032, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: February 16, 2023
This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF BETTENDORF, STATE OF IOWA

By: _____(manual or facsimile signature)_____
Mayor

ATTEST:

By: _____(manual or facsimile signature)_____
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____

_____
(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of February, 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)

02150791-1\10216-101

TAX EXEMPTION CERTIFICATE

of

CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA, ISSUER

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

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF BETTENDORF, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on February 16, 2023, by the City of Bettendorf, County of Scott, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its $13,280,000 General Obligation Bonds, Series 2023A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

- "Bonds" means the $13,280,000 aggregate principal amount of General Obligation Bonds, Series 2023A, of the Issuer issued in registered form pursuant to the Resolution.

- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

- "Certificate" means this Tax Exemption Certificate.

- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

- "Closing Date" means the date of Closing.

- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

- "Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than $14,256.066.65, as

- "Issuer" means the City of Bettendorf, a municipal corporation in the County of Scott, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or $100,000. The Minor Portion of the Bonds is computed to be $100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the 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 including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.

- "Purchasers" means Hilltop Securities Inc. of Dallas, Texas, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on February 7, 2023, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, and (5) with respect to Bond Yield, review of the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of $976,066.65), less underwriter's discount of $17,760.19, received at Closing are expected to be deposited and expended as follows:

(a) $79,880 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) $14,158,426.46 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of construction, reconstruction and repairing of streets, highways, avenues, alleys, and public grounds, including patching, resurfacing, reconstruction, and paving improvements; acquisition and installation of traffic control devices; acquisition, construction, improvement, and installation of street lighting fixtures; installation and repair of sidewalks and bridge improvements, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed $2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii)

because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.259531% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and

this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

1) 15 percent spent within six months of the Closing Date;

2) 60 percent spent within one year of the Closing Date;

3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 2.2%. For purposes of determining compliance with the eighteen-month spending

period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

1) 10 percent spent within six months of the Closing Date;

2) 45 percent spent within one year of the Closing Date;

3) 75 percent spent within eighteen months of the Closing Date;

4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) $250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the

Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of $1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years

after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider

did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it

shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

_____

Finance Director, City of Bettendorf, State of Iowa

(SEAL)

EXHIBIT "A"

$13,280,000 GENERAL OBLIGATION BONDS, SERIES 2023A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Hilltop Securities Inc., ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***.

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is January 17, 2023.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information

will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

HILLTOP SECURITIES INC.

By:_____

Name:_____

Dated: February 16, 2023

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

$13,280,000 GENERAL OBLIGATION BONDS, SERIES 2023A

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, on behalf of Baker Tilly Municipal Advisors, LLC (the "Municipal Advisor"), as the municipal advisor to the City of Bettendorf, Iowa ("Issuer") in connection with the issuance of the above-captioned obligations (the "Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. The Bonds were offered for sale at specified written terms more particularly described in the Notice of Sale, which was distributed to potential bidders, a copy of which is attached to this certificate as Attachment 1.

2. The Official Terms of Offering and preliminary official statements are distributed to the leading aggregators of municipal new issuance sale information, such as IPREO, Bloomberg, CUSIP Global Services, nationally recognized bond insurance companies and broker dealers, banks or portfolio buyers with a history of bidding publicly offered debt. In addition, all offering documents are posted to the Municipal Advisor's public website which can be accessed at http://connect.bakertilly.com/bond-sale-calendar. Interested bidders may submit a bid via the IPREO Parity electronic bid submission system, by fax or by telephone provided a bid form is confirmed by the bidder prior to the time established for opening of bids. Bidding instructions are contained within the Official Terms of Offering. The method of distribution of the Official Terms of Offering is regularly used for purposes of disseminating notice of competitive sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders. Notification of the sale was also disseminated to Bloomberg and the Bond Buyer, who each publish lists of upcoming competitive sales that are available to potential bidders. The Municipal Advisor notifies the winning bidder(s) after the sale has been conducted.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").

4. The Issuer received bids from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the municipal advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of the bids received are attached to this certificate as Attachment 2.

5. The winning bidder was Hilltop Securities Inc. (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

BAKER TILLY MUNICIPAL ADVISORS, LLC

By:_____

Name:_____

Dated: February 16, 2023

ATTACHMENT 1

TERMS OF PROPOSAL

(*Attached*)

ATTACHMENT 2

BIDS RECEIVED

(*Attached*)

ATTACHMENT 3

BID COMPARISON

(*Attached*)

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Finance Director of the City of Bettendorf, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Bettendorf, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of $13,280,000 General Obligation Bonds, Series 2023A, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this 16th day of February, 2023.

BETTENDORF, IOWA

By:_____

Title: Finance Director

02150794-1\10216-101

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Bettendorf, State of Iowa (the "Issuer"), in connection with the issuance of $13,280,000 General Obligation Bonds, Series 2023A (the "Bonds") dated February 16, 2023. The Bonds are being issued pursuant to a Resolution of the Issuer approved on February 7, 2023 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated January 24, 2023.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than three hundred sixty-five (365) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2022/2023 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption:

i. City Property Values;
ii. City Indebtedness;
iii. City Tax Rates, Levies and Collections; and
iv. Funds on Hand.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

i. Principal and interest payment delinquencies;

ii. Non-payment related defaults, if material;

iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the

amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the

right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 16th day of February, 2023.

CITY OF BETTENDORF, STATE OF IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Bettendorf, Iowa.

Name of Bond Issue: $13,280,000 General Obligation Bonds, Series 2023A

Dated Date of Issue: February 16, 2023

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20___.

CITY OF BETTENDORF, STATE OF IOWA

By: _____
Its: _____

02141464-1\10216-101

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Bettendorf, State of Iowa; that in pursuance of the provisions of Section 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Bonds, Series 2023A, of the City of Bettendorf, State of Iowa, in the amount of $13,280,000, dated February 16, 2023, bearing interest and maturing as follows:

Principal Amount	Interest Rate	Maturity June 1st
$295,000	5.000%	2024
$475,000	5.000%	2025
$500,000	5.000%	2026
$520,000	5.000%	2027
$550,000	5.000%	2028
$575,000	5.000%	2029
$605,000	5.000%	2030
$635,000	5.000%	2031
$665,000	5.000%	2032
$700,000	5.000%	2033
$735,000	5.000%	2034
$770,000	4.000%	2035
$805,000	3.375%	2036
$830,000	3.500%	2037
$860,000	3.625%	2038
$890,000	3.625%	2039
$920,000	3.750%	2040
$955,000	3.750%	2041
$995,000	3.750%	2042

Each of the Bonds has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Bonds have been delivered to DTC on behalf of:

Hilltop Securities Inc. of Dallas, Texas

and have been paid for in accordance with the terms of the contract of sale and at a price of $14,238,306.46, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Bonds, or the power

and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Bonds, and that no measure or provision for the authorization or issuance of the Bonds has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Bond Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Bonds remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated January 24, 2023, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Bonds were in occupancy and possession of their respective offices at the time the Bonds were executed and do hereby adopt and affirm their signatures appearing in the Bonds.

We further certify that the present financial condition of the Bond is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2022/2023), according to the last completed State and County tax lists (100% - Before Rollback)	$4,759,457,882
Total general obligation bonded indebtedness of the City, including this issue	$141,839,788
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	$3,140,820

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Bettendorf, State of Iowa, this 16th day of February, 2023.

Mayor

City Clerk

Finance Director

(CITY SEAL)

02150800-1\10216-101

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Bettendorf, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of $13,280,000 General Obligation Bonds, Series 2023A, of the City dated February 16, 2023, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Bonds, and that the City Council consists of a Mayor and seven (7) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2023, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Bonds hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Bonds were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Bonds or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2023, at Bettendorf, Iowa.

_____
City Clerk, City of Bettendorf, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:	Robert S. Gallagher
	_____ (Original Signature)
Clerk:	Decker P. Ploehn
	_____ (Original Signature)
Finance Director:	Jason Schadt
	_____ (Original Signature)

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

Subscribed and sworn to before me by Robert S. Gallagher, Decker P. Ploehn and Jason Schadt on this _____ day of _____, 2023.

_____
Notary Public in and for Scott County, Iowa

(SEAL)

02150801-1\10216-101

AUTHENTICATION ORDER

The undersigned Finance Director of the City of Bettendorf, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Bettendorf, authorizing the issuance and delivery of the Bonds, acting for and on behalf of the Issuer, hereby deliver to UMB Bank, N.A. (the "Registrar") $13,280,000 aggregate principal amount of Issuer's General Obligation Bonds, Series 2023A, dated February 16, 2023 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Bonds").

Each Bond has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Bonds and to complete the records with respect to registration as provided in the Bond Resolution and the instructions of the Original Purchaser as to designation of owners of the Bonds.

Upon such authentication, the Registrar is authorized to deliver the Bonds on behalf of Issuer to the Original Purchaser, Hilltop Securities Inc., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Bonds by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this _____ day of _____, 2023

_____
Finance Director

(SEAL)

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Scott County, State of Iowa, hereby certify that on the _____ day of _____, 2023 there was filed in my office the Resolution of the City Council of the City of Bettendorf, State of Iowa, adopted on the 7th day of February, 2023, such Resolution levying a tax for the purpose of paying principal and interest on $13,280,000 of General Obligation Bonds, Series 2023A, dated February 16, 2023, and authorizing the issuance of the Bonds.

(COUNTY SEAL)

_____
County Auditor of Scott County, State of Iowa

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Bettendorf
a premier city
IOWA

COUNCIL LETTER

MEETING DATE: February 7, 2023
REQUESTED BY: Schadt

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

- Resolution fixing date for a meeting on the proposition of a loan and disbursement agreement and the issuance of not to exceed $1,000,000 Sewer Revenue Capital Loan Notes of the City of Bettendorf, State of Iowa, and providing for publication of notice thereof.

Explanation and Background:

In accordance with the adopted five year CIP plan for the Sanitary Sewer Enterprise Fund, the City plans to issue the following State Revolving Fund capital loan notes:

$1,000,000 Sewer Revenue Capital Loan Notes
The capital loan notes will be backed by revenue of the City's Sanitary Sewer Enterprise Fund, and not to exceed $1 million.

Prior to issuing the debt, a public hearing must be held. The public hearing is scheduled for the regular City Council meeting to be held February 21, 2023 at 7:00pm. Resolutions setting the public hearings and the amounts to be issued are described in the attachments prepared by the City's Bond Counsel, Ahlers & Cooney, P.C.

BUDGET CONSIDERATION:
Debt service payments have been considered and fit into the rate structures proposed in the FY 23/24 budget.

ATTACHMENTS:

- Resolutions prepared by Ahlers & Cooney, P.C.

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

Not to exceed $1,000,000 Sewer Revenue Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 7, 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 FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $1,000,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF BETTENDORF, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $1,000,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF BETTENDORF, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Bettendorf, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, to the amount of not to exceed $1,000,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the 21st day of February, 2023, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $1,000,000 Sewer Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer Utility, including those costs associated with designing the Spencer Creek Lift Station Project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 14, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF BETTENDORF, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $1,000,000 SEWER REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Bettendorf, State of Iowa, will hold a public hearing on the 21st day of February, 2023, at 7:00 P.M., in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $1,000,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer Utility, including those costs associated with designing the Spencer Creek Lift Station Project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer Utility.

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

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 7th day of February, 2023.

_____

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

PASSED AND APPROVED this 7th day of February, 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 PUBLIC HEARING
(Not To Exceed $1,000,000 Sewer Revenue Capital Loan Notes)

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)

02153367-1\10216-103

(To be published on or before: February 14, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF BETTENDORF, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $1,000,000 SEWER REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

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

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 7th day of February, 2023.

_____

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

MEETING DATE: February 7, 2023
REQUESTED BY: Reiter

COUNCIL LETTER

ITEM TITLE: Resolution ratifying Assistant City Administrator's implementation of the Administrative Policy for the City of Bettendorf's Brand Guidelines

EXPLANATION:

Since 2017, Bettendorf's City Council has listed the need for a comprehensive City-wide communications strategy and policy as a priority. Over that course of time, staff has implemented many new initiatives and evolutions to its communications. Some of those initiatives include, a new website, implementation of a text messaging system, greater presence on Facebook, Twitter, YouTube and other social platforms, live-streaming of public meetings and events, updated hardware and software in the City Council Chambers, hiring of personnel specifically devoted to community engagement, launching the Mayor's Message video series, the creation of two seasonal hype-videos for the City, many and many other initiatives.

As City Council strives to better inform, educate, and promote City services, there is a growing need for a centralized approach to communications and branding. For years, usage of the City logo, branding elements, and the continued creation of more logos and social media platforms has been done in an a la carte fashion.

The City's Community Engagement team, with input from City Council and the Communications Committee, worked with TAG Communications to create a policy document that fully renders a complete set of brand guidelines for the City. This will help create that centralized approach to communications and will guide staff as they move forward with all of the communications initiatives.

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

List Attachments:

- Resolution
- Draft Brand Guidelines Policy Document

RESOLUTION _____-23

RESOLUTION RATIFYING ASSISTANT CITY ADMINISTRATOR'S IMPLEMENTATION OF THE ADMINISTRATIVE POLICY FOR THE CITY OF BETTENDORF'S BRAND GUIDELINES

WHEREAS, Bettendorf's City Council has placed as a priority in its annual strategic goals for years, having a more comprehensive and cohesive communications plan; and

WHEREAS, City staff has taken many steps to support this priority, including but not limited to, a new website, weekly Mayor's Messages, live streaming of public meetings, text alerts, etc.; and

WHEREAS, a strong desire exists among City Council to continue to better reflect the City's initiatives through a centralized approach to communications; and

WHEREAS, there is an increasing need to have a plan in place to achieve this centralized approach, especially in the midst of such a surge in social and digital communications; and

WHEREAS, having a "one stop shop" type of document that can be administered by the City's Communications Division, and referenced and adhered to by all staff when creating any communications is imperative.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bettendorf, Iowa hereby authorizes staff to implement the Administrative Policy for the City of Bettendorf's Brand Guidelines.

PASSED, APPROVED AND ADOPTED this 7th day of February 2023

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Bettendorf IOWA
a premier city

THE CITY OF BETTENDORF BRAND GUIDELINES

2023

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WELCOME!

HOW TO USE THIS DOCUMENT

The following document outlines the style guidelines for the City of Bettendorf to inform the look, feel and essence of the brand as represented stylistically across branded creative.

These guidelines are a set of distinct and proprietary rules for all City of Bettendorf-related communications and have been created to ensure a consistent and unified look and feel—both internally and externally. We believe a strong sense of brand can amplify every message we send. This book should inspire creativity while explaining the core attributes that make the City of Bettendorf unique. By carefully and consistently following and committing to these standards, we can continue building the City of Bettendorf's brand equity.

Who are the "owners" of the City of Bettendorf brand?

We all are! We all need to be brand stewards for the City of Bettendorf. Teams developing work are the first checkpoints to ensure adherence, but we all need to keep a close eye on how we are representing ourselves internally and externally to continue to grow our brand.

Please note this guide isn't exhaustive. It is created to help define the foundation of our brand. Feel free to reach out to our Community Engagement Manager, Angie Sharp, if you have any questions regarding specific projects.

The City of Bettendorf recognizes there are City Departments and City-Affiliated Partners that may have their own Governing Boards as well as goals in their communication output. With that in mind, there is a mutual understanding that both parties will work together to make sure their best interests are achieved and these Brand Guidelines are followed as closely as possible when appropriate.



THE CITY OF BETTENDORF

OUR VISION

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.

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 CITY OF BETTENDORF

OUR MISSION

The Mission for the City of Bettendorf defines the purpose of the organization.

Our Mission is...
Bettendorf citizens value safety, education, families, cultural and recreational opportunities.

- They expect good communication, quick response and quality services.
- They want wise planning and effective use of resources.
- The City of Bettendorf responds to these diverse community expectations by delivering the finest services making Bettendorf a Premier Place to live.

THE CITY OF BETTENDORF

CORE BELIEFS

Core beliefs are value-based principles which define specific performance standards and guide behavior and actions. Core beliefs tell us how the City conducts business.

Our core beliefs are...

Teamwork **Professionalism** **Responsibility** **Pride**

Our belief in *teamwork* means we...

Encourage cooperation
Communicate effectively
Practice open-mindedness
Support city decisions
Acknowledge the contributions of all

Our belief in *professionalism* means we...

Treat others with honesty and respect
Inspire creativity and innovation in ourselves and others
Take a thoughtful approach to planning and problem solving
Engage in continual skill development and personal development
Encourage leadership development

Our belief in *responsibility* means we...

Always consider organizational and community impact
Always seek opportunities for improvement
Accept accountability for results
Take responsibility/seek solutions/solve the problem
Know City Vision, Mission, Core Beliefs, services and their connection to our job duties

Our belief in *pride* means we...

Recognize and celebrate each other's efforts, contributions and quality results
Maintain a positive attitude
Exhibit a positive approach to citizens, customers, and co-workers
Promote the City to the community
Strive to be known and recognized for our quality services


BPL

THE CITY OF BETTENDORF

BRAND VOICE

Our brand's tone of voice is key to accurately conveying the City of Bettendorf's message to various audiences. Even though each channel has its own style and norms (especially in social media), these language protocols help us stay on brand. The following brand voice guidelines apply to all brand communications.

LANGUAGE PROTOCOL

The City of Bettendorf's tone of voice is confident and authentic to maintain a sense of leadership in the community, yet welcoming and familiar to attract people to the City and to inspire those already living and/or working in the area.

Here are some ways to describe our tone and voice:

- Professional and knowledgeable, yet approachable
- Authoritative, conversational and helpful
- Humble, but proud of the community and its accomplishments

KNOWLEDGEABLE

APPROACHABLE

FRIENDLY

WELCOMING

As the City of Bettendorf continues to evolve, it is increasingly important to present the brand as a unified system across all channels of communication. Even though each channel has its own messaging nuances (especially social media platforms), these language protocols will help the City of Bettendorf increase its brand visibility, loyalty and preference among its audiences.

Key Tone of Voice Principles

- The City of Bettendorf's voice is always the same. The core identity and message should be constant and clear.
- The City of Bettendorf's tone may be slightly adjusted to suit surrounding contexts: channel, audience and current events. Word choice and sentence structure can be more casual in some circumstances—especially on social media platforms.

BRAND VOICE

DO'S

Be clear. Honesty and transparency are core elements of the City of Bettendorf brand and should be reflected in all communication. This helps to strengthen the City's ethos among its various audiences.

Be positive. Keeping messages as positive as possible—when appropriate—is key to uplifting and unifying our community. While some messages may be more serious in tone than others it is always good to provide messaging that offers an alternative solution.

Be friendly. The City of Bettendorf is a thriving community welcome to all, and we want to reflect that in our messaging. Communication should feel personable and real, especially on social media platforms.

BRAND VOICE

DO NOT'S

It's good to be informal, but not too casual. When crafting messages, it is important to remember that the City of Bettendorf is speaking from a position of authority in our community. Avoid using internet acronyms and shorthand such as LOL, TTYL, GTG, IG, TBH etc. While this language does match social media platforms, it is inappropriate for the City of Bettendorf as it undermines the brand's leadership role in the community.

SOCIAL MEDIA

The City of Bettendorf's tone of voice on social media platforms should be professional, clear and concise. However, social media platforms are the perfect place to show off the brand's personality.

Much like the City's overarching brand voice, the social media voice should be optimistic, friendly, fun and human. Communication on social media, especially, should feel personable and real. People want to feel like they are communicating with another person. They want to feel heard and respected, but also want to celebrate the good things. Consider the following tips and tricks to ensure a cohesive, positive and entertaining online presence that will keep your audiences engaged.

Be concise.

Sometimes, less is more—especially for social media. Social media copy should be clear and concise to ensure productive engagement.

Be the connection.

Just like the City of Bettendorf, social media has become a hub for community conversations creating opportunities to connect with our community and to connect the City of Bettendorf with its partners and departments.

Try not to view it as a platform to advertise; instead, think of social media as a chance to create meaningful relationships with your followers and partner profiles. In other words, people don't want to be talked at; they want to engage in conversation.

Be a cheerleader.

The City of Bettendorf speaks for a community of diverse individuals and organizations that make Bettendorf a thriving hub in the Quad-Cities. Therefore, the City's commitment to community growth should be conveyed through our social media presence.

Think of the City of Bettendorf as the cheerleader for its community and partners. The City should uplift its related profiles by engaging with their content in a friendly, positive, professional and uplifting manner.

THE CITY OF BETTENDORF

VISUAL IDENTITY

In addition to tone of voice, the visual language is the anchor of a brand. The most successful brands in the world have a visual language that instantly gives brand recognition in the mind when seen together.
Color palette, typography, graphical elements and photography together will define the visual brand of the City of Bettendorf.

OUR LOGO

The City's logo is the most visible expression of its government. When used frequently and consistently, everyone will associate the City of Bettendorf's logo with the excellence for which Bettendorf strives.

The look of the logo represents a clean, simple, yet distinctive feel featuring a traditional type font and forward-sweeping arcs joined to form a stylized capital letter "B". Shades of blue represent the strength, professionalism and stability the City of Bettendorf embodies.



LOGO SPACE & SIZING

Clear Space

To ensure legibility and recognition of our logo, it is important that it remains a certain distance from other competing graphic elements.

A minimum clear space area, defined by the letter height of “Iowa,” must be maintained around the lockup block.



Ignoring clear space guidelines can cause a loss in brand equity by diminishing the importance of our mark.
In the above photo the Bettendorf logo is placed at the edge of the image, causing it to be partially obscured by the profile image.



Minimum Size

Best judgment should be used when sizing the logo for various applications. The City of Bettendorf logo should never appear smaller than 0.5” wide for print applications, or 36 pixels wide for digital applications, to maintain legibility of the word “Bettendorf” within the mark.



0.5”
36px

LOGO VARIATIONS

Our logo can be used in either of the primary colors, black, white or reverse white. The logo may be placed on any background color or image—depending on the piece being created—provided there is sufficient contrast to ensure legibility of the logo.

Primary



White



Black



Reverse



You can find these new, high-res versions of the logo on the N: Drive, "2023 Branding" Folder. Feel free to reach out to our Community Engagement Manager, Angie Sharp, if you have any questions regarding which variation is appropriate to use for your project.

LOGO MISUSE

While we want to empower every individual's creative spirit, our logo was created with care and it is important that the appearance of the logo remains consistent. The logo should not be misinterpreted, modified or added to. Its orientation, color and composition should remain as indicated in this document.



Do not change the color of the logo or any of its parts.



Do not rearrange the logo or any of the individual elements.



Do not distort, or warp the logo.



Do not ignore clear space guidelines, overcrowding our logo.



Do not add effects to the logo.



Do not place the logo on backgrounds that are distracting or that do not provide sufficient contrast.



Do not use a background color to improve contrast instead choose from approved logo versions.

.png or .eps file types will provide a transparent background

SECONDARY LOGOS

These secondary logos are designed to be versatile, while keeping the streamlined look of the City of Bettendorf. They can quickly and easily be translated onto a wide variety of different collateral such as shirts or banners without having to take consideration for each departments' individual logo or color scheme. They provide a clean and professional uniformity to showcase all of the different departments that work together within the City of Bettendorf.



You can find these secondary logos on the N: Drive, "2023 Branding" Folder. Feel free to reach out to our Community Engagement Manager, Angie Sharp, if you have any questions regarding which variation is appropriate to use for your project.

DEPARTMENT LOGOS

The following logos represent departments within the City of Bettendorf. While each has its own identity that speaks directly to their target audience, it is important that the foundational City of Bettendorf brand is represented within print and digital collateral.

City Logos to Remain Intact











City Logos that Require Further Consideration













City Logos to Retire





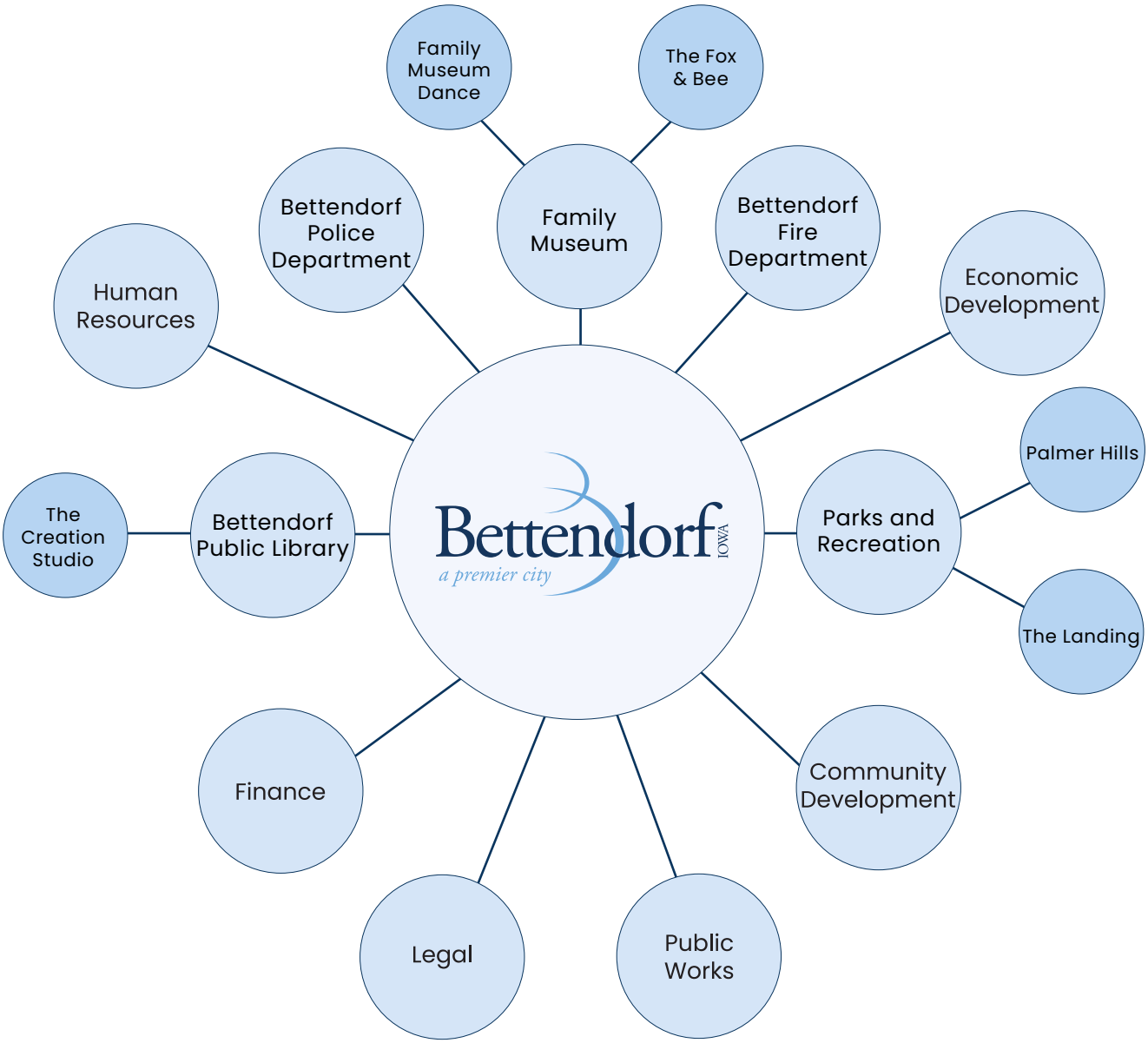


ENSURING CITY BRANDING

It is crucial that the City of Bettendorf is represented as the overarching brand for all of its departments. To ensure brand consistency among the City of Bettendorf's departments, please ensure the City of Bettendorf logo is present on all print collateral, ads, social media graphics (when viable) and websites. For longer form content, the City of Bettendorf logo should be present on the front or back cover (e.g. brochures), or located on the header or footer (e.g., websites and email newsletters).

When multiple organizations/groups/committees are present in communications, the primary representation—included with the City—should be the highest level department those groups fall under (see organization chart below).

For examples of how integrating multiple logos can work please refer to "Brand Applications" section (pg. 36).



CITY OF BETTENDORF PARTNER GROUPS

It is understood that these groups, as extensions of the City of Bettendorf, align themselves with the City's mission and values as well as work with City Staff to achieve mutually-beneficial outcomes. That means these groups should follow the same guidelines in this document. However, these groups may take on a slightly more professional and objective tone, with a focus on community. This will help convey a sense of credibility and help establish these groups as authorities within the City of Bettendorf.

The City expects these groups to work with City Staff to share the information they would like to communicate to the public and secure approval on all digital and printed materials. As a way for these groups to show that they are a partner organization, the City's goal is that all these groups receive a verification(to be determined).

Logos that Require Consideration:













OUR COLORS

Primary Colors

Dark and light blue, as seen in the logo, are the primary colors for the City of Bettendorf. These colors can be used through gradients, transparency and a variation of tints to accent work. Any tint may be used. If you are unsure of the specific color code of a tint please use one from below.

Pantone 534 C
C:100 M:71 Y:0 K:51
R:27 G:54 B:95
#1B365F

Pantone 284 C
C:54 M:19 Y:0 K:0
R:110 G:173 B:243
#6EADF3

Pantone 534 C Tint 70%
C:68 M:51 Y:29 K:5
R:96 G:115 B:143
#60738F

Pantone 284 C Tint 70%
C:36 M:13 Y:0 K:0
R:155 G:195 B:236
#9BC3EC

Pantone 534 C Tint 50%
C:47 M:34 Y:22 K:0
R:141 G:154 B:175
#8D9AAF

Pantone 284 C Tint 50%
C:25 M:9 Y:0 K:0
R:184 G:211 B:241
#B8D3F1

Pantone 534 C Tint 30%
C:26 M:18 Y:11 K:0
R:187 G:194 B:207
#BBC2CF

Pantone 284 C Tint 30%
C:15 M:5 Y:0 K:0
R:212 G:228 B:246
#D4E4F6

Pantone 534 C Tint 10%
C:7 M:5 Y:3 K:0
R:232 G:235 B:239
#E8EBEF

Pantone 284 C Tint 10%
C:4 M:1 Y:0 K:0
R:240 G:245 B:251
#F0F5FB

TYPOGRAPHY

PRIMARY TYPEFACE

The City of Bettendorf uses the Poppins family as its primary typeface. The modern sans serif font is highly readable across different mediums. General guidelines for typographic use can be found below, but it is important to use best judgment based on specific applications.

With all type forms it is important to ensure sufficient contrast with background colors or imagery to ensure readability especially for those with visual impairments.

Headlines

Poppins Bold is used for headlines. Headlines should be in all caps. The size of headlines will vary based on the application, but the size should always be larger than both subheads and body copy. Headlines can be one of the primary colors, black or white while keeping sufficient contrast with the background color.

Subheads

Poppins Semibold is used for subheads. The point size should be the same as body copy or 2-4pt. sizes larger. Subheads will generally be sentence case. There are instances where subheads can be all caps for more emphasis, and best judgment should be used when deciding importance of subhead content.

Body Copy

Poppins Regular is used for body copy. Body copy should be at minimum 9pt. font. Body copy can be dark blue, black or white. Care should be taken to ensure high contrast between body copy and background imagery.

Poppins Bold (Headlines)

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz 0 1 2 3 4 5 6 7 8 9

Poppins SemiBold (Subheads)

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz 0 1 2 3 4 5 6 7 8 9

Poppins Regular (Body Copy)

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz 0 1 2 3 4 5 6 7 8 9

Poppins is a free font, designed by the Indian Type Foundry, that allows for use in print or digital, commercial or otherwise. The font files and more information about the license can be found in Google Fonts, linked below.

https://fonts.google.com/specimen/Poppins

Direct Download Link
https://fonts.google.com/download?family=Poppins

Also located on the N: Drive > "2023 Branding" Folder

Canva

While working in Canva please use the following available within the platform:

Poppins Extra Bold (Headlines)

Poppins Medium (Subheads)

Poppins (Body Copy)

TYPEFACE EXCEPTIONS

The Poppins typeface should be used on all formal communications from the City directly to create a professional and unified brand presence.

Exceptions to using the Poppins font may be made when there is a precedence of a different font to be used, particularly on formal collateral such as Council Letters, Staff Reports, Resolutions, legal documents, architectural/ engineering drawings, etc.

For Council Letters, Staff Reports, and Resolutions, please use Garamond.

Please contact our Community Engagement Manager, Angie Sharp if you have any questions regarding the use of fonts.

TYPOGRAPHY

ALTERNATE TYPEFACE

The font Arial can be used as an alternative to Poppins. Arial is a system font, or web safe font, that is generally assumed to be on a majority of users' devices with no need to be downloaded.

Arial Bold (Headlines & Subheads)

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
0 1 2 3 4 5 6 7 8 9

Arial Regular (Body Copy)

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
0 1 2 3 4 5 6 7 8 9

TYPOGRAPHY

MONUMENT SIGN TYPEFACE

For monument signage throughout Bettendorf, the font Bank Gothic Medium should be used to keep consistency with the most recently created signs.

Bank Gothic Medium

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
0 1 2 3 4 5 6 7 8 9

PHOTOGRAPHY STYLE

Photography is one of the most important elements that make up the visual brand. It is photography that captures the eye first and elicits the strongest emotional response from the viewer.

Our visual style relies heavily on lifestyle photography. We want to showcase all we have to offer and capture the joy of living here. People should be the primary focus of photography. Ideal images are candid photos of people enjoying what Bettendorf has to offer. Images should not be overly posed and should contain natural lighting.











IMAGERY

DO'S AND DO NOT'S

Do

- Focus on people
- Photograph authentic settings
- Use natural light
- Full-color photographs
- Use warm lighting
- Use Bettendorf landmarks and familiar locations as backdrops
- If stock imagery is required, ensure images are representative of Bettendorf (e.g., no mountains)

















IMAGERY

DO'S AND DO NOT'S

Do Not's

- Use overly posed subjects
- Photograph with low/harsh lighting
- Photos with unnecessary effects and filters
- Have a lack of a subject/focus
- Show negative attitudes or behaviors. While subject matter can be serious, people should always be optimistic.
- No Picture Collages















SUPPORTING GRAPHICS

The following graphics can be applied to both digital and print collateral. The elements are simple enough to be adopted across departments while recognizable enough to reinforce the City of Bettendorf brand.

Gradient Texture

This textured graphic can be used over images to create a space where text can live, ensuring clearly readable copy.



White Gradient

The white gradient when used with imagery allows for a universal treatment to photography that can be brought into each of our department brands, allowing for continuity without impeding the individual personalities of each.



Bettendorf B

The Bettendorf B can be used as a watermark or background element. When used as a watermark behind text opacity should be 5% to ensure the graphic is not competing with text.



You can find these gradients and different colored versions of the B on the N: Drive, "2023 Branding" Folder. Feel free to reach out to our Community Engagement Manager, Angie Sharp, if you have any questions regarding which gradient/B is appropriate to use for your project.

THE CITY OF BETTENDORF

SOCIAL MEDIA

BEST PRACTICES: FACEBOOK

Facebook is a great platform for connecting communities. The platform provides an excellent opportunity for showcasing authentic, behind-the-scenes content as well as positioning the City of Bettendorf and its departments as united leaders within the community.

Content

Publishing the right type of content on Facebook is key to garnering engagement. It is important to stay up to date on algorithm trends and patterns as you continue to create social media content. Currently, Facebook is prioritizing reels, photographs (showing people's faces), high-quality photos and videos.

Post Frequency

The recommended number of social media posts is around 15 posts per month. Posts should link to the City of Bettendorf website or the relevant department website when applicable. It is recommended that all links on Facebook use a URL shortener software to include short, clean and professional-looking URLs that will not detract from your posts. Many free websites offer this service, such as bitly.com. The City of Bettendorf can also create a Friendly Link (for example: bettendorf.org/TheLanding or bettendorf.org/Halloween).

Tagging and Hashtags

The City of Bettendorf departments should tag the City of Bettendorf on all applicable posts. The City of Bettendorf and its departments should also use branded hashtags and emojis when appropriate.

Interactions

The City of Bettendorf should try to interact with as many comments as possible. Spam comments can be ignored. A simple "Like" of the comment is acceptable for positive comments. Negative comments should be addressed and directed to Direct Messenger for further assistance. Any interactions that go against Community Guidelines should be deleted or hidden.

Direct Messages

Facebook rewards a track record of timely responses with a badge that says, “Very responsive to messages.” The City of Bettendorf should have a response rate of 90 percent or more and a response time of fewer than 15 minutes. Setting up an automated response to the direct messages will help achieve this. It lets people feel that they have been addressed, even when departments are not available to immediately answer their message. Automated responses should thank people for reaching out and let them know that you will follow up with them shortly. Messages should fit the polite and professional tone of voice of the City of Bettendorf.

Events

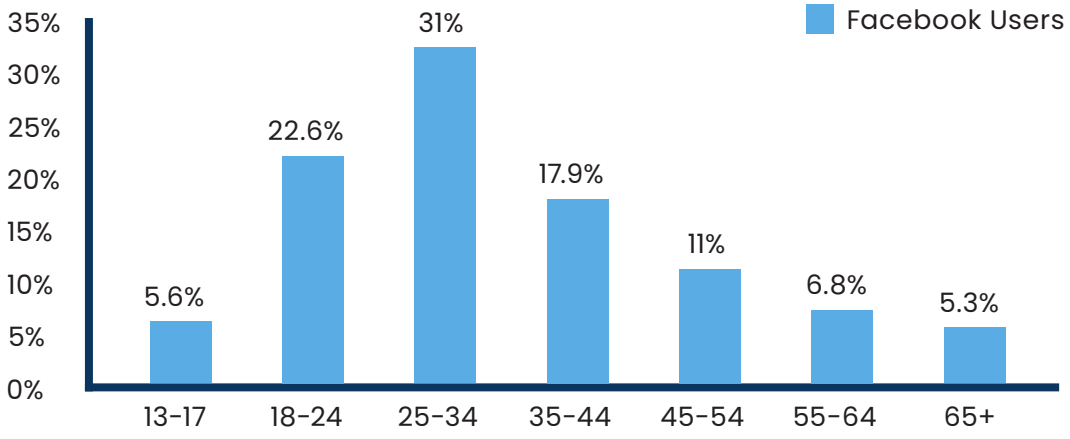
The City of Bettendorf should create Facebook Events for special events. Events offer increased reach and the ability to gauge public interest. Any time someone clicks “Going” or “Interested” on a public City of Bettendorf Facebook Event, their friends might see it in their newsfeeds. As a result, their friends will be more likely to check it out. When creating an event please be sure to use the setting to approve comments.

Call To Action

Encourage users to click on your links by including an appropriate call to action (CTA). On more casual, fun posts get creative with your CTAs, the goal is to intrigue the audience to want to learn more about your content, engage with your posts and keep coming back to your page.

Demographic

The demographic shows that 43% of Facebook users are female, while 57% of users are male (no data on other genders).



BEST PRACTICES: INSTAGRAM

Content

High-quality photography and videography thrive on Instagram. It is important on this platform to stray away from stock images and graphics. Instagram is the perfect opportunity to hone in on your department's aesthetic within the parameters of the City of Bettendorf Brand Guidelines.

Post Frequency

The recommended number of social media posts is 12-15 posts per month. Posts should link to the City of Bettendorf website or the relevant department website when applicable.

Tagging and Hashtags

The City of Bettendorf departments should tag the City of Bettendorf on all applicable posts. The City of Bettendorf and its departments should also use branded hashtags and emojis when appropriate.

Interactions

The City of Bettendorf should try to interact with as many comments as possible. Spam comments can be ignored. A simple "Like" of the comment is acceptable for positive comments. Negative comments should be addressed and directed to Direct Messenger for further assistance. Any interactions that go against Community Guidelines should be deleted or hidden.

Messaging

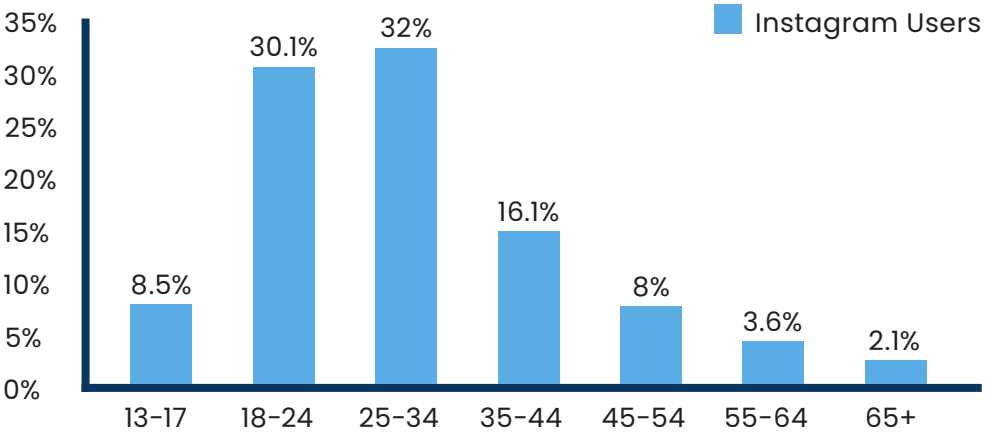
Instagram also rewards timely responses to direct messages. The response rate is the same as Facebook at 90 percent or more and a response time of fewer than 15 minutes. You can set up Quick Replies or an Instant Reply to help answer these promptly. Quick Replies allow you to use saved replies for frequently asked questions. An Instant Reply should thank people for reaching out and let them know that you will follow up with them shortly. Messages should fit the polite and professional tone of voice of the City of Bettendorf.

Call To Action

Please remember Instagram does not allow clickable links in the captions. It is best to direct followers to The City of Bettendorf website or the specific department site by including a CTA such as “click the link in our bio to learn more”.

Demographic

The demographic shows that 48.4% of Instagram users are female, while 51.8% of users are male (no data on other genders).



BEST PRACTICES: TWITTER

Content

Twitter is a great tool for quickly informing your followers of important and exciting updates. However, it is important to keep your tweets short and sweet to comply with Twitter's character limitations.

Post Frequency

The recommended number of tweets is around 15 posts per month. Posts should link to the City of Bettendorf website or the relevant department website when applicable. It is recommended that all links on Twitter use a URL shortener software to include short, clean and professional-looking URLs that will not detract from your posts. Many free websites offer this service, such as bitly.com. The City of Bettendorf can also create a Friendly Link (for example bettendorf.org/TheLanding or bettendorf.org/Halloween).

Tagging and Hashtags

The City of Bettendorf departments should tag the City of Bettendorf on all applicable posts and use branded hashtags and emojis when appropriate.

Interactions

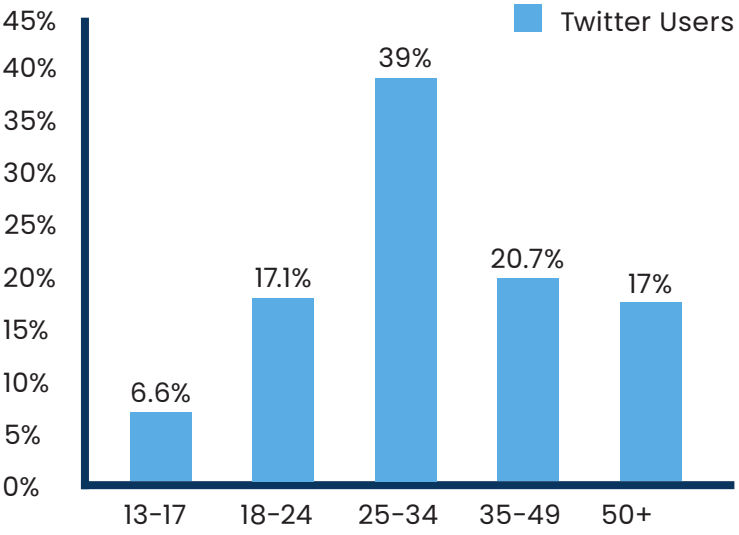
The City of Bettendorf should try to interact with as many comments as possible. Spam comments can be ignored. A simple "Like" of the comment is acceptable for positive comments. Negative comments should be addressed and directed to Direct Messenger for further assistance. Any interactions that go against Community Guidelines should be deleted or hidden.

Call To Action

Encourage users to click on your links by including an appropriate call to action (CTA). On more casual, fun posts get creative with your CTAs. The goal is to intrigue the audience to want to learn more about your content and to engage with your posts.

Demographic

The demographic shows that 38.4% of Twitter users are female, while 61.6% of users are male (no data on other genders).



BEST PRACTICES: LINKEDIN

LinkedIn is a great platform for republishing news articles, press releases and other business and industry-relevant updates. LinkedIn also acts as a hub for staff recruitment and networking opportunities.

Content

Behind-the-scenes photos and videos of events, conferences, etc., employee updates, newsworthy content and informative industry-specific posts perform best on this platform.

Post Frequency

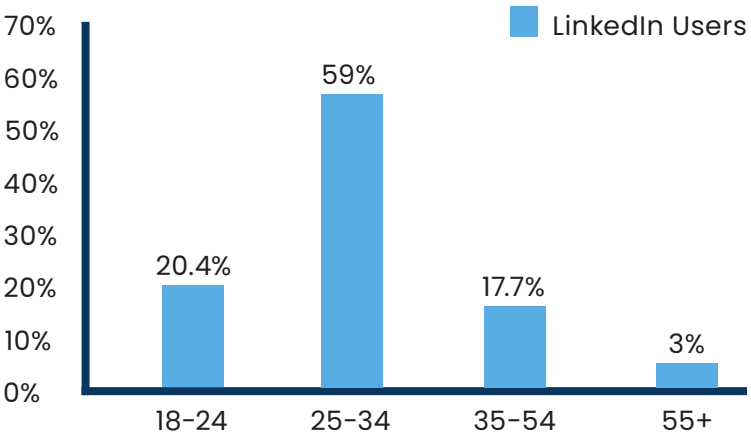
The recommended number of social media posts is around 15 posts per month. Posts should link to the City of Bettendorf website or the relevant department website when applicable. It is recommended that all links on LinkedIn use a URL shortener software (there are many free websites that offer this service, such as bitly.com) to include short, clean and professional looking URLs that won't detract from your posts.

Hashtags

The City of Bettendorf departments should tag the City of Bettendorf on all applicable posts and use branded hashtags and emojis when appropriate.

Demographic

The demographic shows that 48% of LinkedIn users are female, while 52% of users are male (no data on other genders).



BEST PRACTICES: TIKTOK

TikTok is quickly becoming one of the most popular platforms of 2022.

Content

TikTok is largely trend, entertainment and shock factor driven. Content that tends to do well utilizes trending sounds, wholesome or comedic content or sharing information, or doing an activity that shocks or impresses people.

When making content on TikTok it is important that it does not look overly produced, or too fake. Using a high-quality phone camera is usually a good way to get videos, plus the shot needs to be done vertically, so filming on a phone also gets the video to be the right size.

Post Frequency

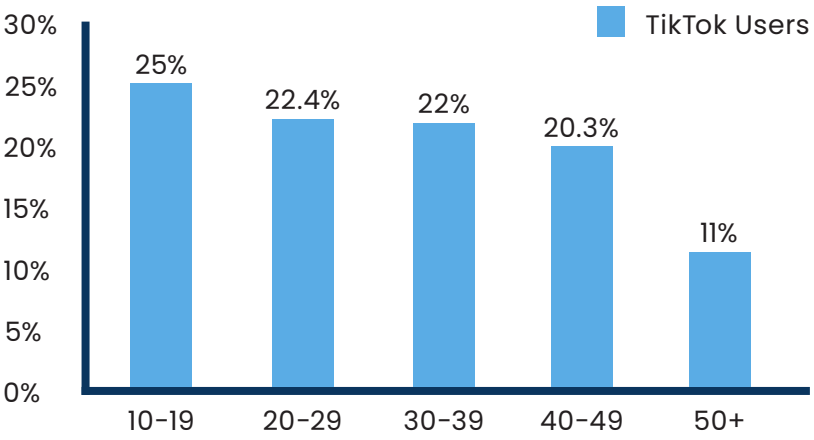
Posting 12-15 times a month is recommended to start on this platform.

Hashtags

Hashtags are an important part of your captions. Make sure every TikTok you post includes relevant hashtags in the caption, such as the general theme or topic of the video, any filters used; and you can also include the #fyp that is commonly used.

Demographic

The demographic shows that 61% of TikTok users are female, while 39% of users are male (no data on other genders).



A Note About TikTok

The cybersecurity and privacy risks posed by TikTok have been a hot topic in political and cybersecurity circles for several years. As of December 2022, the Federal Government has banned TikTok from being used on government devices, and the State of Iowa has banned TikTok from all state-owned devices. The State of Iowa also prohibits state agencies from subscribing to or owning a TikTok account. 21 states in total have banned TikTok to some degree.

While the debate and research into the risks of TikTok are still being debated, there is some objective cause for caution, especially concerning cybersecurity. Considering all the various factors at this time, below is the guidance for the City of Bettendorf employees and city-owned devices. These are designed to mitigate cybersecurity risks while allowing TikTok to be used to engage with our citizens.

1. *TikTok software and browser plugins should NOT be installed on city-owned desktops and laptops since they have direct access to the City's internal systems.*
2. *TikTok CAN be installed on city-owned smartphones and tablets when required to engage with Bettendorf citizens.*
3. *The login credentials for TikTok should be unique, and the password should NOT be used anywhere else.*
4. *TikTok should only be installed on smartphones and tablets where needed and should be removed if it is not required.*
5. *Given all the unknowns, we recommend against opening any new TikTok accounts and suggest taking a wait-and-see approach.*

ADA COMPLIANCE

ADA Compliance for All Platforms

Closed Captioning is important to help be ADA compliant so all individuals can enjoy your content. Also be sure to type in your own captions, rather than use the auto-generated ones, because that way you can ensure they are accurate. Make sure the font is legible and an appropriate color so that all captions are clearly visible and easy to read.

More information on web accessability standards and guidelines can be found at www.w3.org/WAI.

The Web Content Accessibility Guidelines (WCAG) Quick Reference can be found at www.w3.org/WAI/WCAG21/quickref.

THE CITY OF BETTENDORF

BRAND APPLICATION

BRAND IN USE

STATIONERY

Business cards should be printed on 14 pt. paper stock with a matte finish.







You can find all templates on the N: Drive, "2023 Branding" Folder. Feel free to reach out to our Community Engagement Manager, Angie Sharp, if you have any questions.

BRAND IN USE

REPORT

Report covers can be customized to each department using photography while keeping an overall similar layout. This consistency reflects professionalism from the City of Bettendorf while allowing for differentiation/customization.



BRAND IN USE

EMAIL SIGNATURES

Email is a crucial form of communication for the City. It is important to remember that the tone and format of the email represents the City as an organization, and must always be professional.

A consistent email signature that follows these standards adds a professional touch and an immediate connection to the brand. Employees should use the email signature blocks provided below.

City only signature:

Name | Title
City of Bettendorf | 609 State St, Bettendorf, IA 52722
P: 123-456-7890 | **C**: 123-456-7890
name@bettendorf.org

Visit ***www.bettendorf.org***
Follow Us on Social Media
Facebook | Twitter | LinkedIn | YouTube

Department + City Signature

Name | Title
Bettendorf Public Library | 2950 Learning Campus Dr, Bettendorf, IA 52722 **P**: 123-456-7890 | **C**: 123-456-7890
name@bettendorf.org

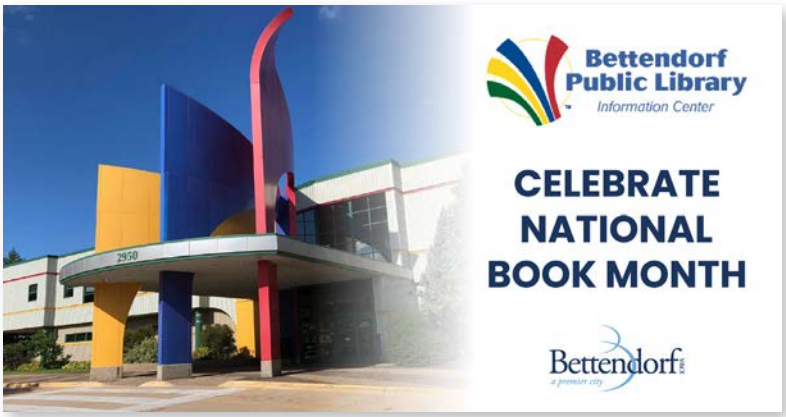
Visit ***www.bettendorf.org/library***
Follow Us on Social Media
Facebook | Twitter | Instagram | LinkedIn | YouTube

BRAND IN USE

ADVERTISEMENT EXAMPLES

Examples of various sized ads. Since there are endless advertising mediums and possibilities it is important to ensure ads are clear, concise and compliant with the brand guidelines.









BRAND IN USE

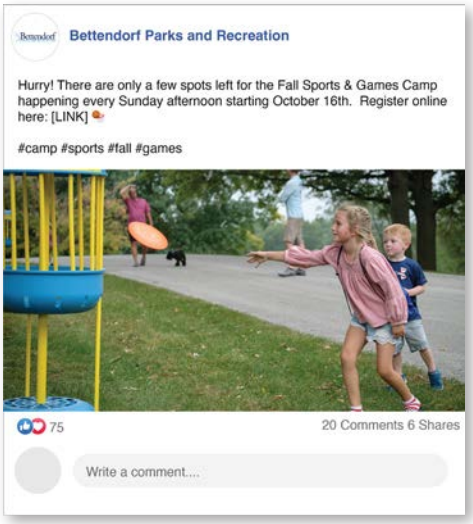
EMAIL NEWSLETTER

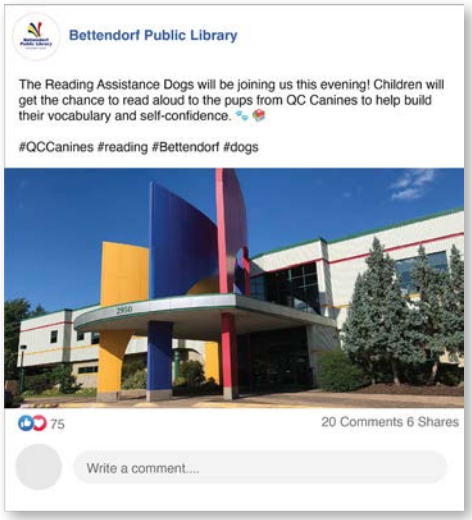


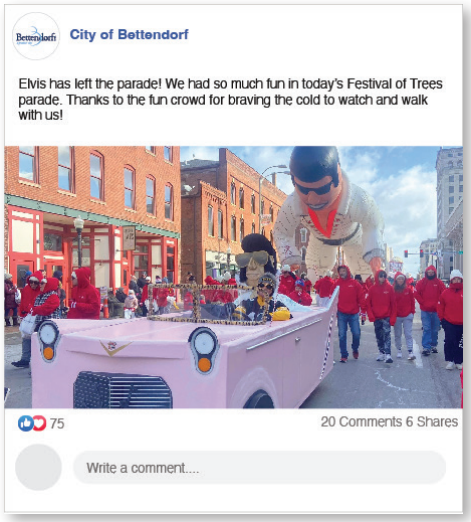


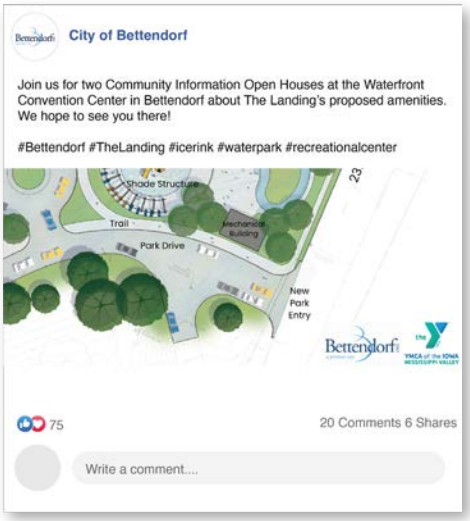
BRAND IN USE

SOCIAL (ORGANIC)

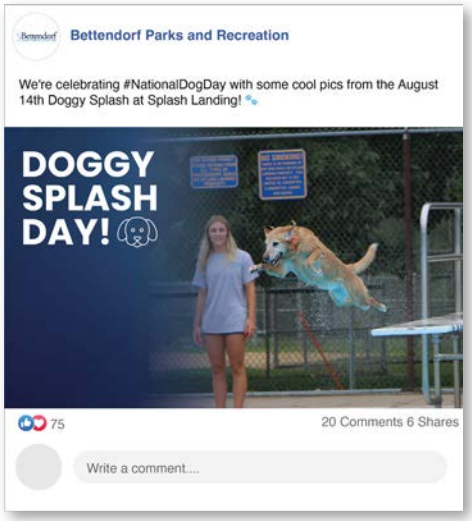










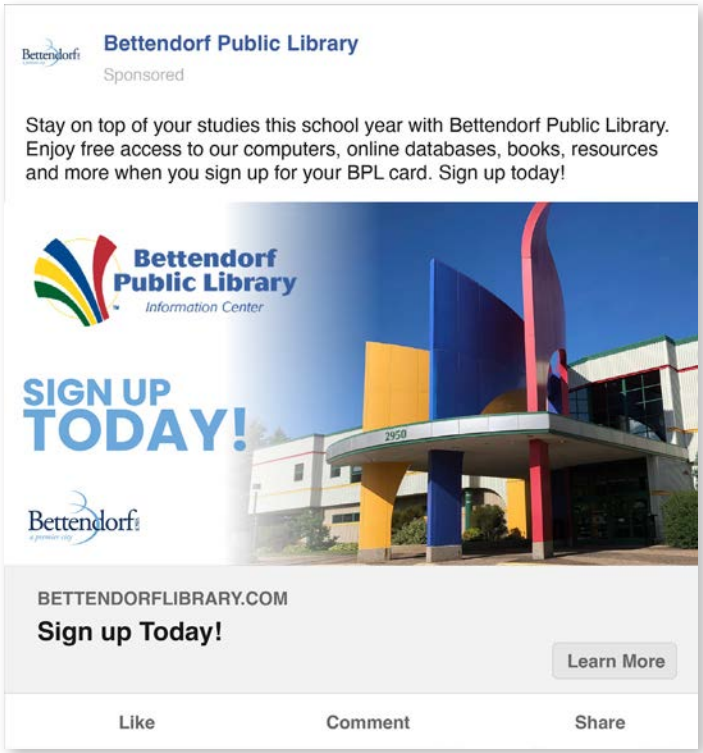


BRAND IN USE

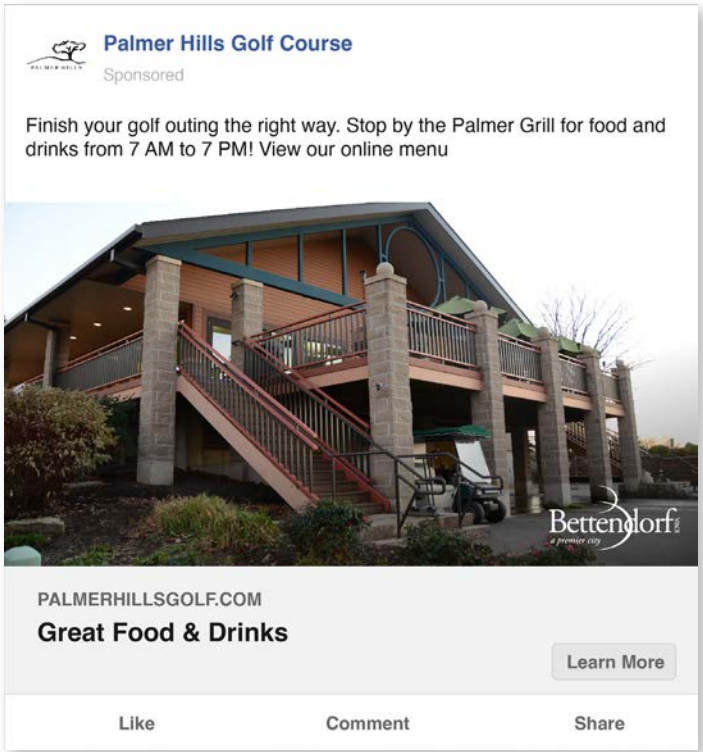
SOCIAL (PAID)

Best practice when creating artwork for paid social media ads is to keep text short within the artwork (around 20% of full image). Keep image and copy scannable; the visuals and text should convey the ad in a concise way.









BRAND IN USE

CLOTHING

There are a number of different style, fabric and color combinations possible. Special consideration should be given to thread color choices to ensure proper contrast and readability. The City of Bettendorf brand does not allow for the use of patterned prints that take away from the integrity of the logo. Since there are a vast amount of styles and material choices available please refer to brand guide to ensure logo use and color selection are within the approved guidelines. If you have any questions please ask our Community Engagement Manager, Angie Sharp.









PROMOTIONAL ITEMS

Below are examples of best practice guidelines for promotional items. Care should be taken in selecting items that fall within the color palette parameters and complement the City of Bettendorf brand. Preference should be placed on higher quality items and items that people will be more inclined to use in every day life.











BRAND IN USE

MONUMENT SIGNAGE

Monument signage should have a similar look and feel as current signage to maintain consistency. Bank Gothic should be used as the font while the ‘B’ graphic element should continue to be used.







Bettendorf IOWA

a premier city

1609 State St
Bettendorf, IA 52722
(563) 344-4000

bettendorf.org

MEETING DATE: February 7, 2023
REQUESTED BY: Steve Knorrek

COUNCIL LETTER

ITEM TITLE: Resolution authorizing three new fire lieutenant positions and a Memorandum of Understanding between the City and the Bettendorf Professional Firefighters Association relating to fire officers

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

Staffing of the Surrey Heights Fire Station (Station 4) 24/7 with career personnel began April 18, 2021. Supervision and leadership of the Station 4 crew was on a rotational basis from the list of out-of-rank qualified firefighters. The crews at the other two fire stations had a captain or lieutenant in charge of them. The rotational out-of-rank situation led to some inconsistency in incident mitigation operations as well as follow through on shift and individual responsibilities.

Fire Department administration and the Bettendorf Professional Firefighters Association saw the need for consistency in leadership. This was discussed with Mayor and City Council and City Administration during goalsetting last year and the previous year and three new lieutenant positions were planned for the 2023/24 fiscal year. To provide consistency, these new positions are requested at this time and a Memorandum of Understanding regarding officers has been created by and between fire administration and the Association. This MOU has been reviewed by City Administration and the City Attorney.

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

Three new lieutenant positions were planned for fiscal year 2023/24. Funding is requested to establish these positions early during the current fiscal year.

List Attachments:

Resolution
Memorandum of Understanding

RESOLUTION NO._____-23

RESOLUTION AUTHORIZING THREE NEW FIRE LIEUTNANT POSITIONS AND A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BETTENDORF PROFESSIONAL FIREFIGHTERS ASSOCATION RELATING TO FIRE OFFICERS

WHEREAS, it is the desire of the City and the Association to provide consistent supervision and leadership of fire department personnel at each fire station; and

WHEREAS, this can be provided by the promotion of three firefighters to lieutenant;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the City Council authorizes the creation and funding of three new lieutenant positions and authorizes the City Administrator to enter into an agreement with the Bettendorf Professional Firefighters Association through a Memorandum of Understanding relating to fire officers and three new lieutenant positions.

Passed, Approved, and Adopted this 7th day of February, 2023.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and

BETWEEN: (THE CITY) The City of Bettendorf~~,~~

AND: (THE ASSOCIATION) Bettendorf Professional Firefighters' Association / IAFF Local 3190, which was defined and certified by the Public Employment Relations Board in Case No. 2580 on November 28, 1983.

PURPOSE AND SCOPE

The purpose of this MOU is to provide consistency in leadership and clearly identify the roles and responsibilities of each party as they relate to providing a minimum of one shift officer (lieutenant or captain) on duty at all times. This MOU is intended to provide clarification that at least one (1) shift officer is expected to be on duty in the City per the sections of the Collective Bargaining Agreement between the Association and the City dated March 9, 2020 (the "Contract") as modified herein and also provide promotions of three candidates from the current civil service lieutenants promotional list to lieutenant. The City and the Association understand that there may be extenuating circumstances such as illness or death of a family member, which may result in no shift officer on duty.

BACKGROUND

With City Council approval, three (3) new lieutenant positions will be created with one assigned to each shift. This will result in one captain and two lieutenants on each shift and each of these officers will be assigned to a specific station. The Association and City both understand the need for and seek consistency in leadership of fire department personnel to foster safety, teamwork, and follow through with assignments of each shift as well as the individual assignments of the personnel assigned to the shift.

The City and the Association believe it is best practice to have a minimum of one shift officer on duty in the City at all times to enhance the services provided to our community and provide safer operations for Bettendorf Fire and mutual aid departments. For avoidance of doubt, if the new lieutenant positions are approved, each station will have an assigned shift officer. This MOU addresses the issue of ensuring that at least one (1) shift officer is on duty at one of the stations for each shift day.

UNDERSTANDINGS

It is mutually understood and agreed by the parties that the following modifications be applied to officers for the following Contract sections during the remaining period of the current Contract**.** When circumstances occur that aren't specifically addressed in the Contract items listed below, the "intent" of this MOU shall apply and be agreed on by both parties. Both parties also agree that the term "shift officer" relates to a shift lieutenant and/or shift captain.

CONTRACT LANGUAGE ADJUSTMENTS

(6.5) Overtime and Callback - In the event two shift officers are off and an extenuating circumstance occurs for the remaining shift officer, call back will be done for officers of the off duty shifts according to their position on the overtime list. If no officer accepts the overtime, the on-duty officer(s) assigned to the shift before will be forced to cover the vacancy with seniority preference being applied**.** In either of the instances noted above, the time will be split between officers by the process and increments indicated in paragraphs 4 through 10 of Section 6.5 of the Contract. Any open spots not filled after the above process will be filled with an out of rank firefighter on duty. If no out of rank firefighter is on duty, callback of out of rank qualified firefighters will occur as needed.

(8.3) Time Off Request **(3) Leave Requests Made in Advance -** Time off picks by shift officers starting in May 2023 and continuing thereafter shall only allow two (2) shift officers off per duty day, leaving one shift officer on shift each duty day. Time off picks already on the calendar for February through May will be honored and be covered with officers already on shift or out of rank qualified firefighters. Any other advanced time off requests that have been approved prior to February 8th will also be honored. The Fire Chief and/or his designee has the ability to change / cancel advanced time off for trainings that affect coverage of the shift officer position.

(10) Miscellaneous Leaves - When a shift officer is placed on extended time off (ten or more consecutive shifts) due to Pregnancy, Military, Leave of Absence, Serious Illness or Injury to Self / Family Member; an out of rank qualified firefighter on shift will fill the position for the shift officer that is off on extended leave starting with the month for which time off hasn't been picked previously (generally after 90 days). This can be a rotating out of rank qualified firefighter based on the call back list from the affected shift.

(11.1) Trading Time - Trades shall be allowed as written with the exception that if only one shift officer is scheduled for a duty day, that officer is only allowed to trade with another officer. Trades by officers or out of rank officers should take into account the need for and availability of out of rank qualified firefighters.

(13) Employee Development - If there is only one shift officer on duty in the City, he/she may, with the fire chief or designee's approval, attend a meeting and or a training outside of our response area, if within a ten-mile radius and an out of rank qualified firefighter on shift is available to fill the vacancy. The shift officer must be available to leave the training / meeting to respond back for a 911 emergency.

This MOU will be in effect through June 30, 2024**,** the end of the current bargaining agreement. This MOU may be modified in writing if agreed upon by both parties and shall not provide financial hardship to either party prior to it being placed in the next Collective Bargaining Agreement (2024). The three lieutenant promotions will occur on February 19, 2023.

Signed and dated this _____ day of _____, 2023.

CITY OF BETTENDORF

_____
Decker P. Ploehn
City Administrator

BETTENDORF PROFESSIONAL FIREFIGHTERS ASSOCIATION

_____
Matt Lawson
President, Local 3190

MEETING DATE: February 7, 2023
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 1, 3

Item Title:

Resolution setting the date for a public hearing and directing the advertising for bids for the 23rd Street Resurfacing Project from Lincoln Road to Middle Road.

Explanation:

The proposed improvements consist of milling the existing concrete pavement, full depth patching of the underlying concrete as needed, widening to accommodate a new turn lane for the proposed aquatic facility at Middle Park, hot-mix asphalt resurfacing and pavement markings on 23rd Street from Lincoln Road to Middle Road.

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 (PW0522) was approved with a total budget of $700,000 within the Community Improvement Program (CIP).

List Attachments:
Resolution
Notice to Bidders

RESOLUTION NO._____-23

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING AND DIRECTING THE ADVERTISING FOR BIDS FOR THE 23RD STREET RESURFACING PROJECT FROM LINCOLN ROAD TO MIDDLE ROAD

WHEREAS, this Council deems it necessary and advisable under the provisions of the Code of Iowa to construct certain improvements to the street system of Bettendorf, Iowa, namely, the

23rd Street Resurfacing Project from Lincoln Road to Middle Road

as hereinafter described and has ordered plans, specifications, form of contract and engineer's estimate to be prepared and said documents are now on file in the office of the City Engineer for public inspection.

NOW, THEREFORE BE IT RESOLVED that the council will conduct a public hearing on the final adoption of the plans, specifications, notice to bidders, and form of contract for the construction of the improvements in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock p.m. on the 21st day of February, 2023, and the City Clerk is hereby directed to give notice of the hearing, said notice to be published at least once as provided by law, not less than four (4) nor more than twenty (20) days before the date fixed for the hearing.

BE IT FURTHER RESOLVED that the City Engineer be authorized to receive bids for the construction of said improvements through the electronic bid submission system at https://bettendorf.ionwave.net until 10:00 o'clock a.m. on the 28th day of February, 2023, and the City Clerk is hereby directed to give notice to the taking of bids, said notice is to be posted in a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation and on the City's website with such publication to be not less than thirteen (13) days nor more than forty five (45) days before the date of the letting.

BE IT FURTHER RESOLVED that a cashier's or certified check, Credit Union Certified Share Draft, or bid bond to accompany each bid, as security, be submitted with the bid. The bidder will enter into a contract for the work bid upon and will furnish a corporate surety bond acceptable to the Council for faithful performance of the contract, in the amount of ten percent (10%) of the bid amount.

Passed, Approved and Adopted this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

NOTICE TO BIDDERS

Sealed bids will be received by the City of Bettendorf, Iowa, through their electronic bid submission system at https://bettendorf.ionwave.net until **10:00 A.M.** on the **28th day of February, 2023**, for the **23rd Street Resurfacing – Lincoln Road to Middle Road** and related work as described in the plans and specifications now on file in the office of the City Clerk. Bids shall be submitted to the City Council for consideration and action at a subsequent meeting.

The proposed improvements consist of milling the existing concrete pavement, full depth patching of the underlying concrete as needed, widening to accommodate a new turn lane for the proposed aquatic facility at Middle Park, hot-mix asphalt resurfacing and pavement markings on 23rd Street from Lincoln Road to Middle Road.

The bidder to whom the Contract is awarded shall commence work no later than the date to begin work set forth in a Notice to Proceed from the City or its authorized representative, to the Contractor. All work shall be done in strict compliance with the plans and specifications prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work on this contract shall be completed within 60 calendar days from the agreed upon start date, or by July 1, 2023, whichever comes first. The beginning and completion dates will be included in and made part of the contract between the successful bidder and the City. Liquidated damages in the amount of Five Hundred Dollars and no/100 ($500.00) per calendar day shall be charged for every day past the completion date.

The plans, specifications and all bid documents, hereinafter called proposed Contract Documents, are placed on file and are available for inspection on the City of Bettendorf's electronic bid submission website: https://bettendorf.ionwave.net. If you haven't already done so, you will need to register as a supplier at the website to submit a bid. All bids must be submitted electronically. No paper, emailed, or faxed bids will be accepted, and no physical bid opening shall be held. All bids will be evaluated by the City's electronic bid submission system.

Copies of the proposed Contract Documents for said improvements may be obtained with a forty eight (48) hour notice at the Engineering Division of Public Works, 4403 Devils Glen Rd., Bettendorf, Iowa by calling (563) 344-4055. Paper sets require a refundable deposit of Two Hundred Fifty Dollars ($250.00) for each set that shall be refunded within fourteen (14) days after the award of the project. If the Contract Documents are not returned in a timely manner and in a reusable condition, the deposit, or portions thereof, may be forfeited.

Each proposal must be accompanied by a certified or cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States or by a Bid Bond with corporate surety satisfactory to the City of Bettendorf in the amount of ten (10) percent of the bid, made payable to the City Treasurer of the City of Bettendorf, Iowa, and may be cashed or claim made against the bond by the Treasurer of the City of Bettendorf, Iowa, as liquidated damages in the event the successful bidder fails to enter into a contract within ten (10) days and post bond satisfactory to the City for the faithful performance of the work. Checks or Bid Bonds of the three lowest bidders may be retained for a period of not to exceed thirty (30) days or until a contract is awarded or rejection is made, whichever is sooner. Other checks and Bid Bonds will be returned after the tabulation of the bids is completed.

The successful bidder will be required to furnish a performance and maintenance bond equal to One Hundred Percent (100%) of the contract price. Said bond is to be issued by a responsible surety approved

by the City Council and shall guarantee the faithful performance of the contract and shall also guarantee the maintenance of the improvement for a period of four (4) years from and after its completion and acceptance by the City.

Contractors and subcontractors on this project will undergo a standardized evaluation upon completion of the work. The results of this evaluation may influence the determination of the contractor's eligibility to bid on future projects as governed by the current policies adopted by the City of Bettendorf City Council.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor. A preference will be given to resident Bidders in Accordance with Chapter 73 of the Code of Iowa.

Plans and specifications governing the construction of the proposed improvements and also prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract shall be executed in compliance therewith.

The City reserves the right to reject any or all proposals and to waive technicalities and irregularities if deemed necessary and approved by City Council.

Published upon order of the City Council of Bettendorf, Iowa.

Brent Morlok, P.E.
City Engineer

MEETING DATE: February 7, 2023
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: All

Item Title:

Resolution setting the date for a public hearing and directing the advertising for bids for the 2023 Full Depth Patching Program.

Explanation:

The proposed improvements consist of full-depth concrete patching, utility structure repairs and adjustments, and other work associated with the replacement of nearly 7,300 square yards of existing pavement along various streets within the City of Bettendorf, Iowa.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities

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

The overall project (PW0577, RU0033 & RU0031) was approved with a total budget of $850,000 within the Community Improvement Program (CIP).

List Attachments:
Resolution
Notice to Bidders

RESOLUTION NO._____-23

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING AND DIRECTING THE ADVERTISING FOR BIDS FOR THE 2023 FULL DEPTH PATCHING PROGRAM

WHEREAS, this Council deems it necessary and advisable under the provisions of the Code of Iowa to construct certain improvements to the street system of Bettendorf, Iowa, namely, the

2023 Full Depth Patching Program

as hereinafter described and has ordered plans, specifications, form of contract and engineer's estimate to be prepared and said documents are now on file in the office of the City Engineer for public inspection.

NOW, THEREFORE BE IT RESOLVED that the council will conduct a public hearing on the final adoption of the plans, specifications, notice to bidders, and form of contract for the construction of the improvements in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock p.m. on the 21st day of February, 2023, and the City Clerk is hereby directed to give notice of the hearing, said notice to be published at least once as provided by law, not less than four (4) nor more than twenty (20) days before the date fixed for the hearing.

BE IT FURTHER RESOLVED that the City Engineer be authorized to receive bids for the construction of said improvements through the electronic bid submission system at https://bettendorf.ionwave.net until 10:00 o'clock a.m. on the 28th day of February, 2023, and the City Clerk is hereby directed to give notice to the taking of bids, said notice is to be posted in a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation and on the City's website with such publication to be not less than thirteen (13) days nor more than forty five (45) days before the date of the letting.

BE IT FURTHER RESOLVED that a cashier's or certified check, Credit Union Certified Share Draft, or bid bond to accompany each bid, as security, be submitted with the bid. The bidder will enter into a contract for the work bid upon and will furnish a corporate surety bond acceptable to the Council for faithful performance of the contract, in the amount of ten percent (10%) of the bid amount.

Passed, Approved and Adopted this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

NOTICE TO BIDDERS

Sealed bids will be received by the City of Bettendorf, Iowa, through their electronic bid submission system at https://bettendorf.ionwave.net until **10:00 A.M.** on the **28th day of February, 2023**, for the **2023 Full Depth Patching Program** and related work as described in the plans and specifications now on file in the office of the City Clerk. Bids shall be submitted to the City Council for consideration and action at a subsequent meeting.

The proposed improvements consist of full-depth concrete patching, utility structure repairs and adjustments, and other work associated with the replacement of nearly 7,300 square yards of existing pavement along various streets within the City of Bettendorf, Iowa.

The bidder to whom the Contract is awarded shall commence work no later than the date to begin work set forth in a Notice to Proceed from the City or its authorized representative, to the Contractor. All work shall be done in strict compliance with the plans and specifications prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work (Approximately 600 square yards) on U.S. Highway 67 (State St. and Grant St.), shall be completed by July 1, 2023. All remaining work on this contract shall be completed by October 31, 2023. The beginning and completion dates will be included in and made part of the contract between the successful bidder and the City. Liquidated damages in the amount of Five Hundred Dollars and no/100 ($500.00) per calendar day shall be charged for every day past the completion date.

The plans, specifications and all bid documents, hereinafter called proposed Contract Documents, are placed on file and are available for inspection on the City of Bettendorf's electronic bid submission website: https://bettendorf.ionwave.net. If you haven't already done so, you will need to register as a supplier at the website to submit a bid. All bids must be submitted electronically. No paper, emailed, or faxed bids will be accepted, and no physical bid opening shall be held. All bids will be evaluated by the City's electronic bid submission system.

Copies of the proposed Contract Documents for said improvements may be obtained with a forty eight (48) hour notice at the Engineering Division of Public Works, 4403 Devils Glen Rd., Bettendorf, Iowa by calling (563) 344-4055. Paper sets require a refundable deposit of Two Hundred Fifty Dollars ($250.00) for each set that shall be refunded within fourteen (14) days after the award of the project. If the Contract Documents are not returned in a timely manner and in a reusable condition, the deposit, or portions thereof, may be forfeited.

Each proposal must be accompanied by a certified or cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States or by a Bid Bond with corporate surety satisfactory to the City of Bettendorf in the amount of ten (10) percent of the bid, made payable to the City Treasurer of the City of Bettendorf, Iowa, and may be cashed or claim made against the bond by the Treasurer of the City of Bettendorf, Iowa, as liquidated damages in the event the successful bidder fails to enter into a contract within ten (10) days and post bond satisfactory to the City for the faithful performance of the work. Checks or Bid Bonds of the three lowest bidders may be retained for a period of not to exceed thirty (30) days or until a contract is awarded or rejection is made, whichever is sooner. Other checks and Bid Bonds will be returned after the tabulation of the bids is completed.

The successful bidder will be required to furnish a performance and maintenance bond equal to One Hundred Percent (100%) of the contract price. Said bond is to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and shall also guarantee

the maintenance of the improvement for a period of four (4) years from and after its completion and acceptance by the City.

Contractors and subcontractors on this project will undergo a standardized evaluation upon completion of the work. The results of this evaluation may influence the determination of the contractor's eligibility to bid on future projects as governed by the current policies adopted by the City of Bettendorf City Council.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor. A preference will be given to resident Bidders in Accordance with Chapter 73 of the Code of Iowa.

Plans and specifications governing the construction of the proposed improvements and also prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract shall be executed in compliance therewith.

The City reserves the right to reject any or all proposals and to waive technicalities and irregularities if deemed necessary and approved by City Council.

Published upon order of the City Council of Bettendorf, Iowa.

Brent Morlok, P.E.
City Engineer

MEETING DATE: February 7, 2023
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 1, 2

Item Title:

Resolution accepting improvements for the 2022 Street Resurfacing Program.

Explanation:

The improvements consisted of pavement scarification (milling) and resurfacing various streets with Hot Mix Asphalt (HMA), full depth concrete patching, constructing handicap accessible ramps and other related work within the City of Bettendorf, Iowa. The following streets were resurfaced under this program:

- Elmwood Lane from Elmwood Court to Elmwood Drive
- Oakbrook Place from Oakbrook Drive to Oakbrook Drive
- Oakbrook Drive from Middle Road north to end of Cul-de-sac
- Estate Court
- Oakbrook Court
- Windsor Drive from 3117 Windsor Drive to South Hampton Drive
- Riverbend Road West of Shoreline Drive
- Crestline Court
- Broadlawn Avenue from 1110 Broadlawn Avenue south to end

CDMI Concrete Contractors, Inc. of Port Byron, Illinois has satisfactorily completed all work on the project. The final construction cost for the project was $943,128.50. Change Order #1 was issued to cover additional stabilization rock due to unsuitable soils.

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 (PW0556 & RU0039) was approved with a total budget of $1,000,000 within the Community Improvement Program (CIP). The initial purchase order was approved for $925,000 and the final construction cost is $943,128.50. Change Order #1 was issued to cover stabilization rock due to unsuitable soils.

List Attachments:
Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO._____-23

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE 2022 STREET RESURFACING PROGRAM

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

2022 Street Resurfacing 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 $944,788.50.

Passed, Approved and Adopted this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

CITY OF BETTENDORF
COMMUNITY IMPROVEMENT PROJECT SUMMARY SHEET

Project Description:	**2022 Street Resurfacing Program**		
Project Manager:	Jerry Bishop	**Project #:**	PW0556 RU0039
CIP Budget:	1,000,000.00	**FY Budgeted:**	22/23
		Resol. for award:	97-22
Funding Source:	G.O. Bonds		
Purchase Order Amount:	925,000.00		
Final Total Project Cost:	944,788.50		

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

CO Number	Description		Actual
1	Additional Work		18,128.50
			-
			-
			-
	Total Change Orders Amount		18,128.50

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

Expenditure Category	Vendor / Description		Actual
Construction Contract	CDMI		943,128.50
Testing	Terracon		1,660.00

CITY OF BETTENDORF
CONTRACTOR EVALUATION REPORT

Projects: PW0556/RU0039 - 2022 Street Resurfacing Program

Contractor: CDMI (Vendor #18183) [x] Primary [ ] Subcontrac

		Point Range	Score		Points Earned
WORK PERFORMANCE: 55%					
A.	Completion on schedule	0 to 3	3.0	x 0.275 =	0.83
B.	Quality of the finished product	0 to 3	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
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:	2.55
	Liens Filed - If lien(s) have been filed	0 or -1			0.00
				Final Rating:	2.55

Ratings:

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

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

C At least 10 total days in aggregate for gaps in working days. Many other projects w/ City and other entities were the contributing factor.

Field Inspector — Date

Chief Inspector 1/4/23 — Date

Engineer 1-4-23 — Date

Contractor 1/9/23 — Date

MEETING DATE: February 7, 2023
REQUESTED BY: Mark Garrow
Transit/Garage Manager
WARD: All

Item Title:

Resolution authorizing the submittal of Federal Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration Assistance Programs.

Explanation:

Each year the Federal Transit Administration (FTA) issues Certifications and Assurances for FTA Assistance Programs.

The Certifications and Assurances encompass twenty-one (21) categories of compliance with FTA Assistance Programs. These include, but are not limited to, regulations such as nondiscrimination, lobbying, procurement, alcohol and controlled substances testing, and charter services. This year sixteen (16) categories are applicable to the City of Bettendorf.

Upon approval of the attached resolution, the City Administrator and City Attorney are to sign the Certifications and Assurances form. The form will then be electronically submitted via FTA's Transit Award Management System (TRAMS).

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

List Attachments:
Resolution
FTA Fiscal Year 2023 Certifications and Assurances

RESOLUTION NO: _____-23

RESOLUTION AUTHORIZING THE SUBMITTAL OF FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

WHEREAS, the United States Secretary of Transportation is authorized to award grants for public transportation projects and the City of Bettendorf is an eligible grant recipient.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the City of Bettendorf understands and agrees to comply with all Federal statutes, regulations, executive orders, and Federal requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2023, as applicable to the FTA FFY2023 Certifications and Assurances form submitted on behalf of the City of Bettendorf. The adoption of said FFY2023 Certifications and Assurances shall enhance the continued operation of public transportation services of the City of Bettendorf.

Passed, Approved, and Adopted this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of Bettendorf, IA

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	X
02	Public Transportation Agency Safety Plans	X
03	Tax Liability and Felony Convictions	X
04	Lobbying	X
05	Private Sector Protections	X
06	Transit Asset Management Plan	X
07	Rolling Stock Buy America Reviews and Bus Testing	X
08	Urbanized Area Formula Grants Program	X
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	X

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	X
13	State of Good Repair Grants	X
14	Infrastructure Finance Programs	X
15	Alcohol and Controlled Substances Testing	X
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	X
18	Interest and Financing Costs	X
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	X

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Bettendorf, IA

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name Decker P. Ploehn Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Bettendorf, IA

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name Christopher Curran Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

COUNCIL LETTER

MEETING DATE: February 7, 2023

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the amended final plat of FG 80 Holdings Second Addition, submitted by Focus Real Estate Development. (Case 23-003)

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

FG 80 Holdings Second Addition was previously reviewed and approved by the Planning & Zoning Commission and City Council (Case No. 22-058). The previously-approved final plat contained six lots (see Aerial Map – Attachment A and FG 80 Holdings Second Addition Final Plat, Case No. 22-058 - Attachment B). Since approval, the applicant has reconfigured the layout of two major developments, the golf-plex and multi-sport fields proposed for the site. This resulted in availability of additional development lots in the project area. The 2022 FG 80 Holding Second Addition Plat was not recorded, and the newly-proposed 2023 FG 80 Holdings Second Addition Plat shows a total of nine lots (see FG 80 Holdings Second Addition Amended Final Plat, Case No. 23-003 – Attachment C). The area in the proposed subdivision is contemplated in the Bettendorf Future Land Use Map as Community Commercial (see Future Land Use Map – Attachment D) and is located in the C-3, General Business Zoning District (see Zoning Map – Attachment E).

The Planning and Zoning Commission made a recommendation for approval of the amended final plat by a 6-0 margin at the January 18, 2023 meeting.

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

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

N/A

List Attachments:

Resolution; (A) Aerial Map; (B) FG 80 Holdings Second Addition Final Plat; (C) FG 80 Holdings Second Addition Amended Final Plat; (D) Future Land Use Map; (E) Zoning Map; (F) Staff report to the Planning and Zoning Commission; (G) Planning and Zoning Commission report to the Mayor and City Council; (H) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

RESOLUTION NO. _____ - 23

RESOLUTION APPROVING THE AMENDED FINAL PLAT OF FG 80 HOLDINGS SECOND ADDITION

WHEREAS, Focus Real Estate Development has submitted an amended final plat of FG 80 Holdings Second Addition, and

WHEREAS, the Planning and Zoning Commission has reviewed said amended 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 amended 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 amended final plat of FG 80 Holdings Second Addition.

PASSED, APPROVED, AND ADOPTED this 7th day of February, 2023.

_____

Robert S. Gallagher, Mayor

ATTEST:

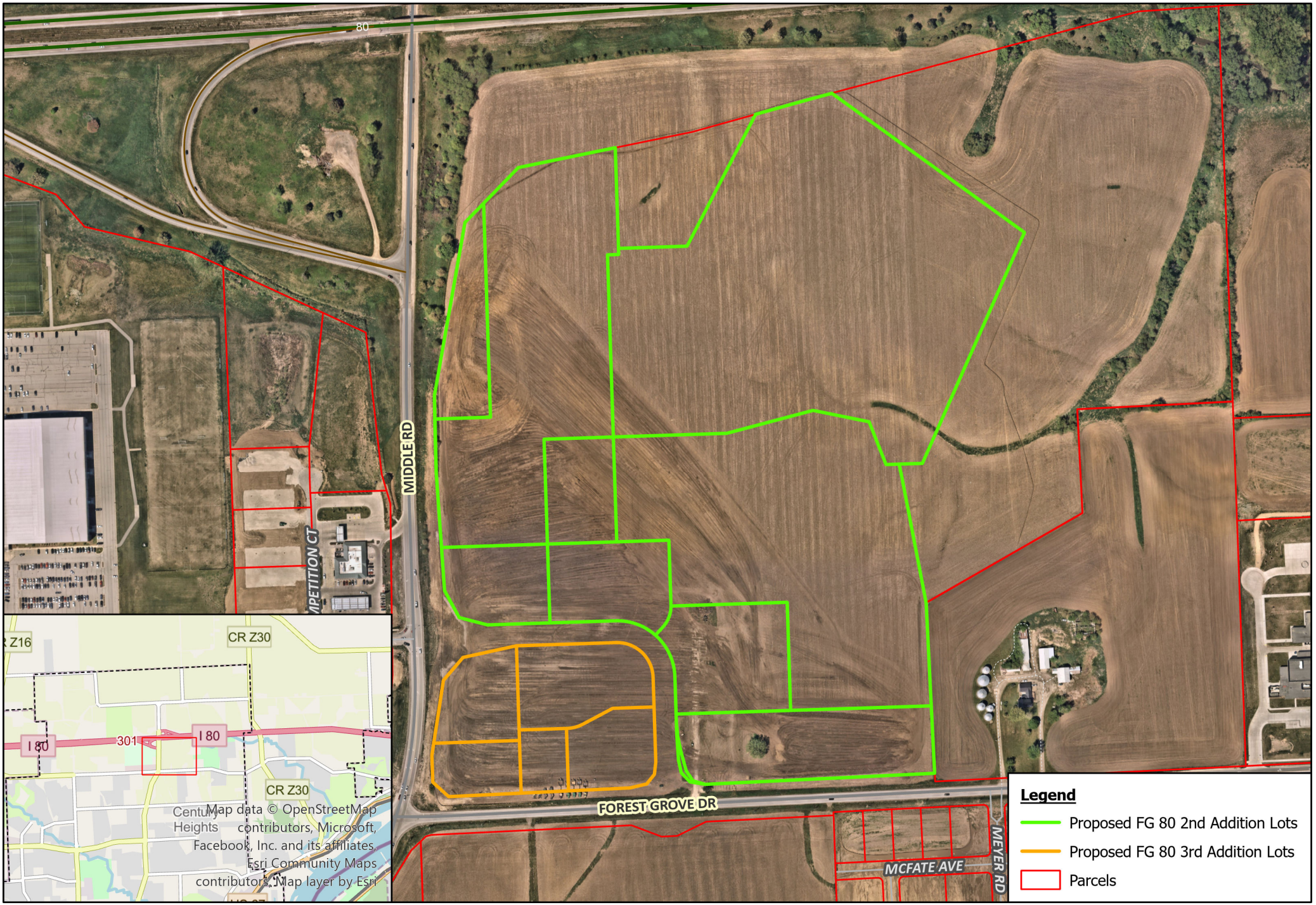
_____

Decker P. Ploehn, City Clerk

Case 23-003 & 23-004: FG 80 Holdings 2nd & 3rd Additions
Final Plats
Aerial

1 Inch = 391 Feet
Feet
0 150 300 600 900

N

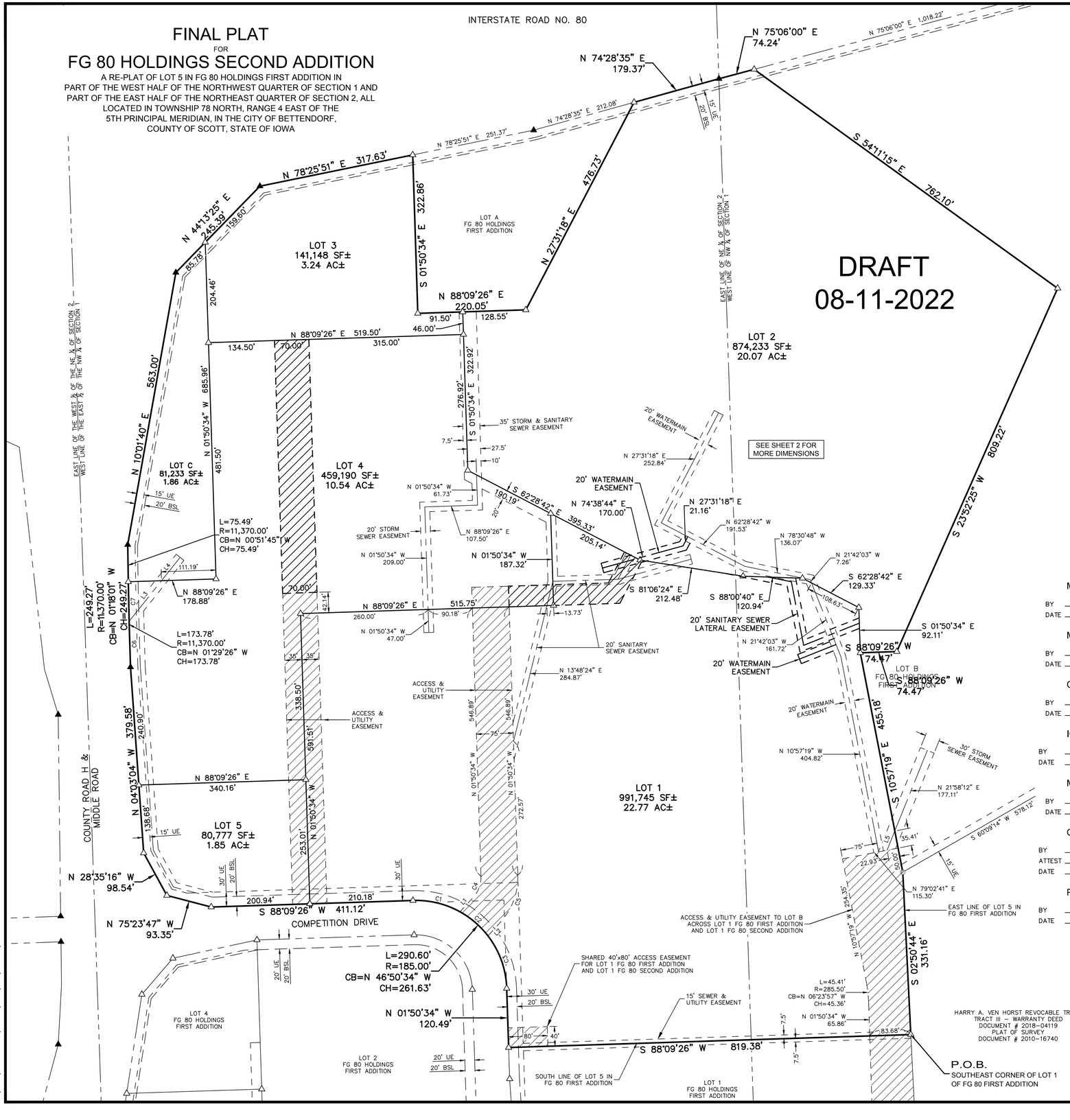


FINAL PLAT

FOR

FG 80 HOLDINGS SECOND ADDITION

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



DRAFT
08-11-2022

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	99.74'	185.00'	N 76°23'50" W	98.54'
C2	75.55'	185.00'	N 49°15'09" W	75.02'
C3	115.30'	185.00'	N 19°41'54" W	113.45'
C4	46.28'	60.18'	N 20°11'17" E	45.15'
C5	103.95'	135.18'	N 20°11'17" E	101.41'
C6	93.34'	11,370.00'	S 01°41'36" E	93.34'
C7	80.44'	11,370.00'	S 01°15'20" E	80.44'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 42°13'07" E	40.38'
L2	N 42°13'07" E	38.46'
L3	N 38°34'35" E	105.66'
L4	N 38°34'35" E	59.76'
L5	N 21°58'12" E	42.18'

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	991,745 SF±	22.77 AC±
LOT 2	874,233 SF±	20.07 AC±
LOT 3	141,148 SF±	3.24 AC±
LOT 4	459,190 SF±	10.54 AC±
LOT 5	80,777 SF±	1.85 AC±
LOT C	81,233 SF±	1.86 AC±
TOTAL AREA	2,628,326 SF±	60.34 AC±

BASIS OF BEARINGS

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

100 50 0 100 200

SCALE: 1" = 100'

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

LEGEND

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

ABBREVIATIONS

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

MID AMERICAN ENERGY CO.
BY _____
DATE _____

MEDIACOM
BY _____
DATE _____

CENTURYLINK
BY _____
DATE _____

IOWA - AMERICAN WATER CO.
BY _____
DATE _____

METRONET
BY _____
DATE _____

CITY OF BETTENDORF
BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING
BY _____
DATE _____

GENERAL NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Middle & I-80 LLC.

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

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

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

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

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0377G with an Effective Date March 23, 2021.

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

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

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

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

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

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

A Blanket Access Easement across Lots 1, 2, 3, 4 & 5 in FG 80 Second Addition is hereby granted for Lot "A" in FG 80 First Addition.

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

No Lots in FG 80 Second Addition shall have direct access onto Middle Road.

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

LICENSED PROFESSIONAL SURVEYOR
DARYL A. BRICKNER
13581
IOWA

DRAFT
08-11-2022

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

REVISIONS

No.	DESCRIPTION	DATE

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 101
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2022 ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 7/5/2022

Sheet 1 of *

Thursday, August 11, 2022 9:57:34 AM
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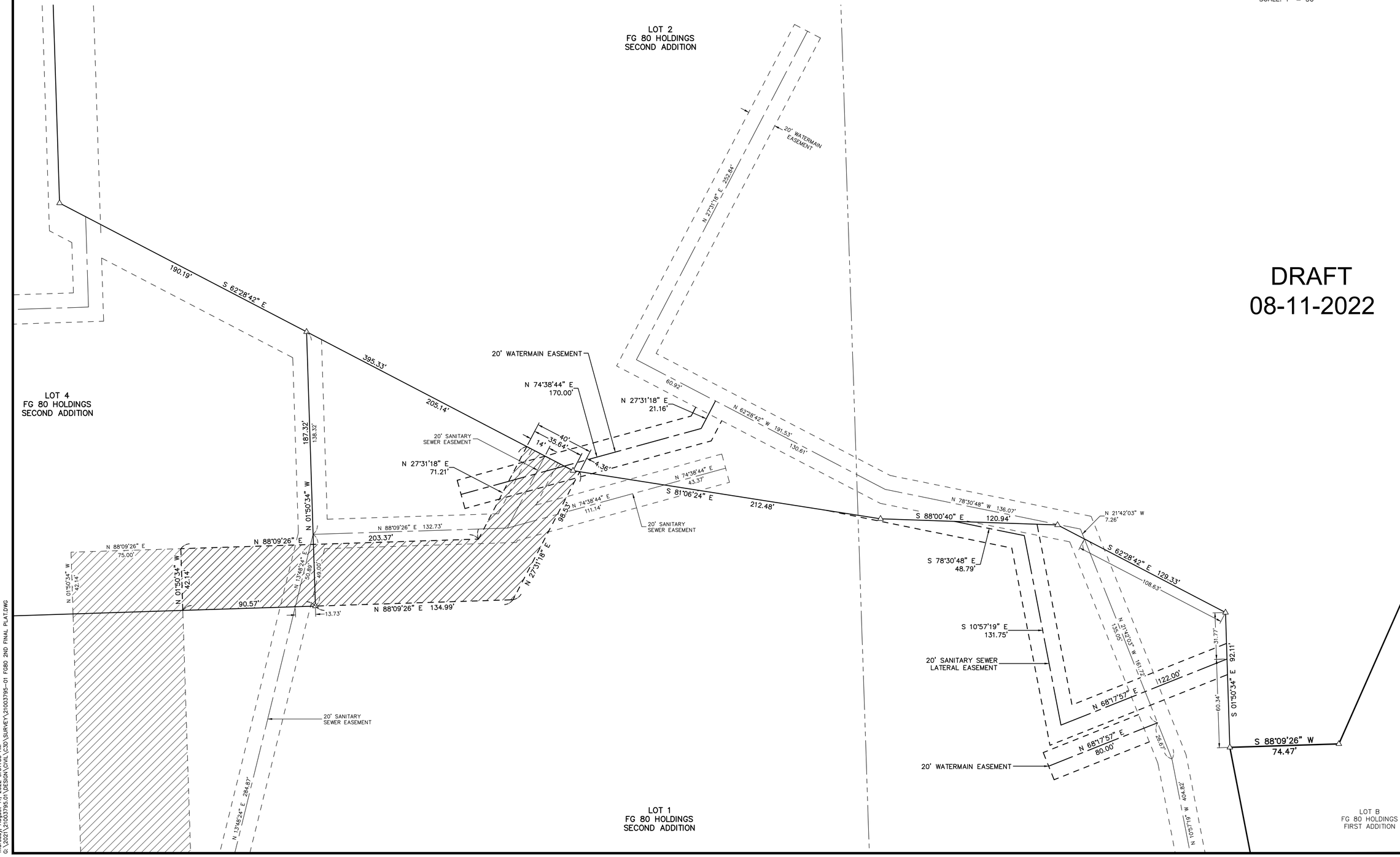
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FINAL PLAT
FOR
FG 80 HOLDINGS SECOND ADDITION
A RE-PLAT OF LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN
PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND
PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL
LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE
5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF,
COUNTY OF SCOTT, STATE OF IOWA

DRAFT
08-11-2022

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

30 15 0 30 60
SCALE: 1" = 30'



DRAFT
08-11-2022

No.	DESCRIPTION	DATE

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 203
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 7/5/2022

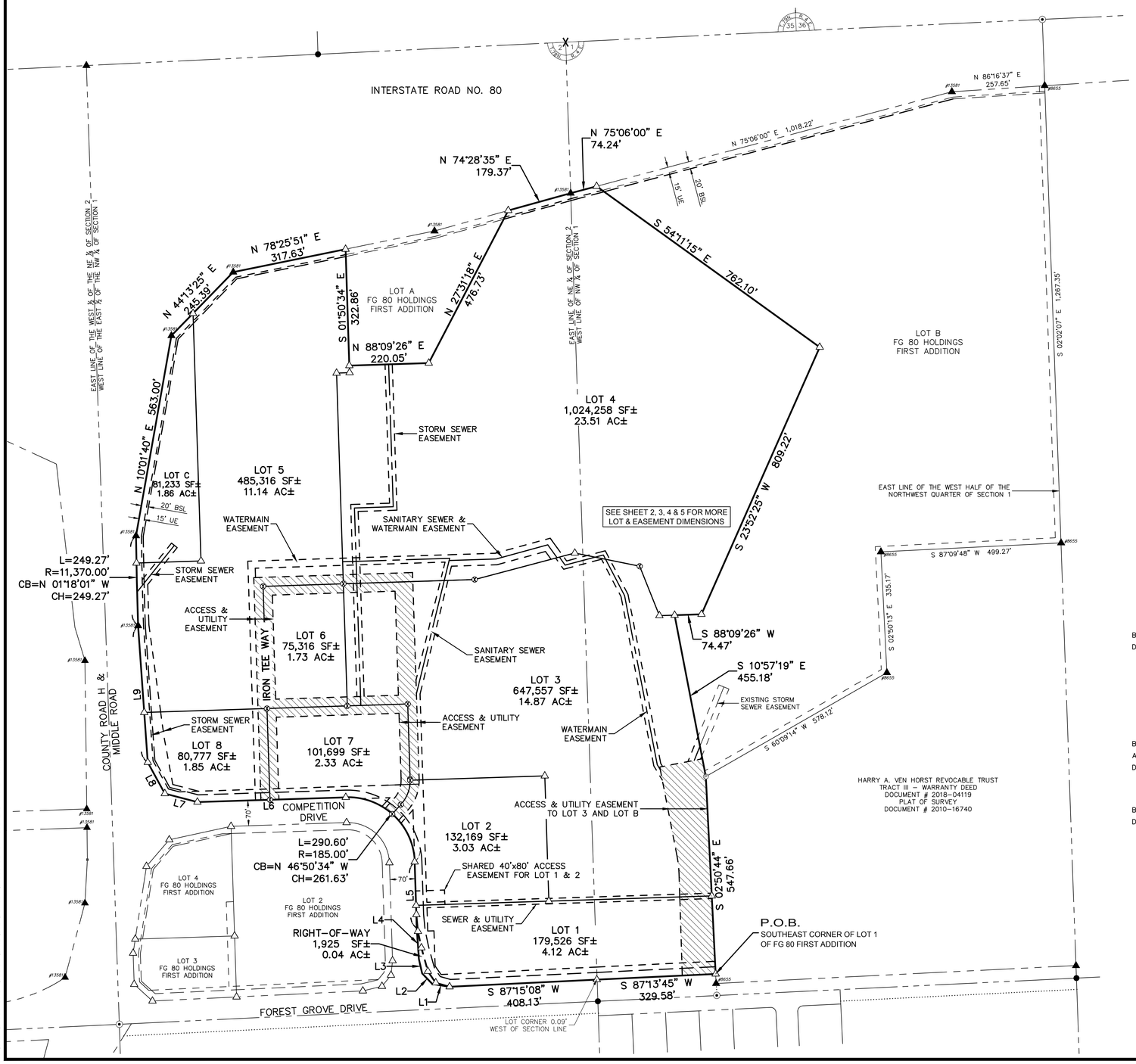
Sheet 2 of 2

Thursday, August 11, 2022 9:57:53 AM
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DRAFT
01-12-2023

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



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

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

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	179,526 SF±	4.12 AC±
LOT 2	132,169 SF±	3.03 AC±
LOT 3	647,557 SF±	14.87 AC±
LOT 4	1,024,258 SF±	23.51 AC±
LOT 5	485,316 SF±	11.14 AC±
LOT 6	75,316 SF±	1.73 AC±
LOT 7	101,699 SF±	2.33 AC±
LOT 8	80,777 SF±	1.85 AC±
LOT C	81,233 SF±	1.86 AC±
RIGHT OF WAY	1,925 SF±	0.04 AC±
TOTAL AREA	2,809,777 SF±	64.50 AC±

MID AMERICAN ENERGY CO.
BY _____
DATE _____

MEDIACOM
BY _____
DATE _____

CENTURYLINK
BY _____
DATE _____

IOWA - AMERICAN WATER CO.
BY _____
DATE _____

METRONET
BY _____
DATE _____

CITY OF BETTENDORF
BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING
BY _____
DATE _____

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

150 75 0 150 300
SCALE: 1" = 150'

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

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

GENERAL NOTES
This Final Plat was prepared at the request of, and for the exclusive use of Middle & I-80 LLC.

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

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

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

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

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0377G with an Effective Date March 23, 2021.

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

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

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

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

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

A Blanket Access Easement across Lots 2, 3, 4, 5, 6, 7 & 8 in FG 80 Second Addition is hereby granted for Lot "A" in FG 80 First Addition.

Access to Lot "B" in FG 80 First Addition across part of Lots 1 & 3 in FG 80 Second Addition, is limited to the Access Easement shown along the east side of both lots.

All easements and setback lines previously established within Lots 1 and 5 by the Final Plat for FG 80 Holdings First Addition and are now void, and are replaced by the proposed easement and setbacks shown here on the Final Plat for FG 80 Second Addition.

No Lots shall have direct access onto Middle Road or Forest Grove Drive, except via Competition Drive, or the Access Easement adjacent to the east line of Lot 1 of FG 80 Second Addition.

LICENSED PROFESSIONAL SURVEYOR
DARYL A. BRICKNER
13581
IOWA

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

DRAFT
01-12-2023

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

No.	DESCRIPTION	DATE
1	REVISED AND RESUBMITTED	12/22/2022
2	REVISED BASED ON UPDATED SITE PLAN	01/12/2023

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 101
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2023
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: BDO
Date: 11/01/2022

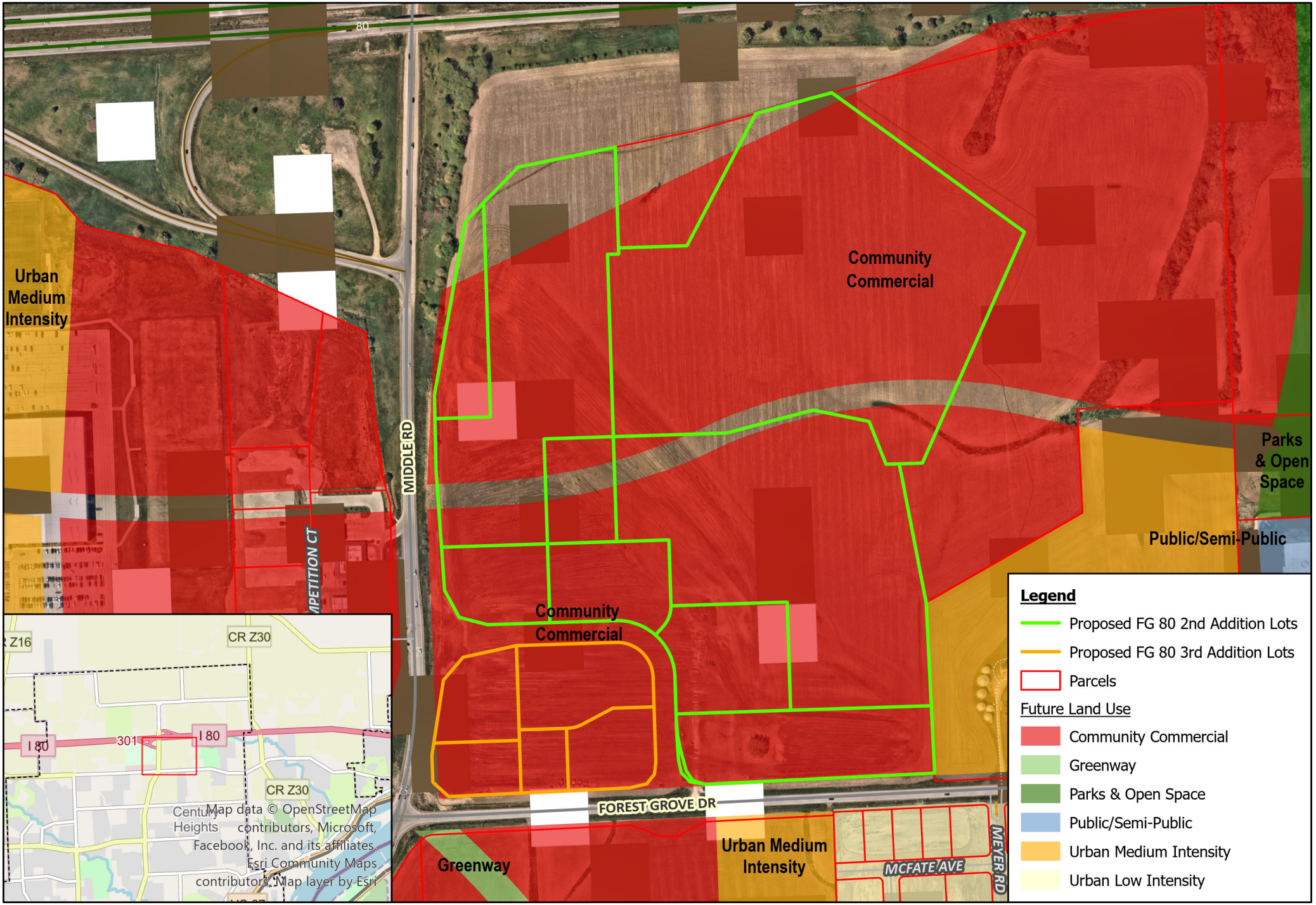
Thursday, January 12, 2023 11:50:16 AM
G:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

Case 23-003 & 23-004: FG 80 Holdings 2nd & 3rd Additions
Final Plats
Future Land Use

Bettendorf
a premier city
IOWA

N

1 Inch = 391 Feet
Feet
0 150 300 600 900



Legend

- Proposed FG 80 2nd Addition Lots
- Proposed FG 80 3rd Addition Lots
- Parcels

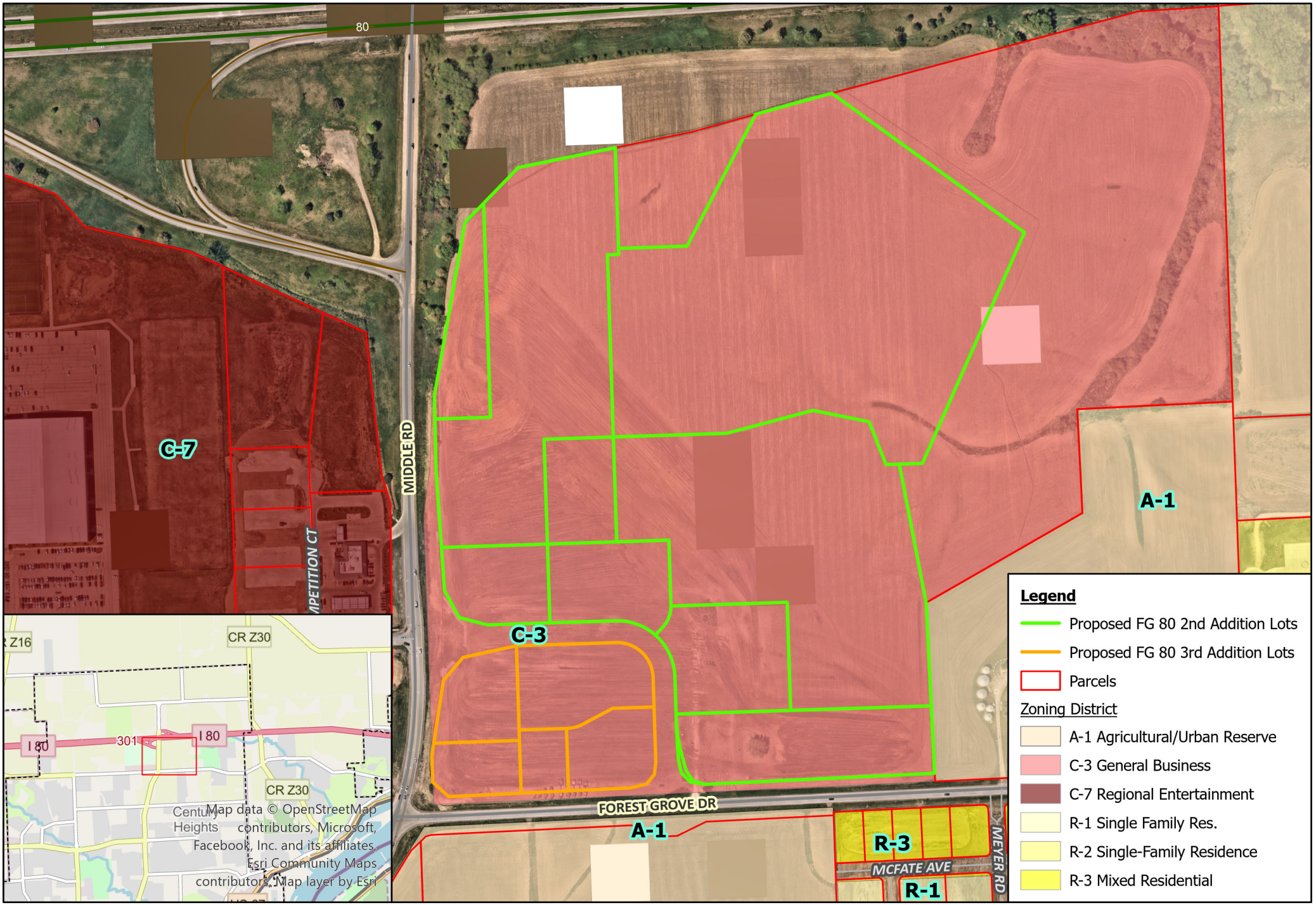
Future Land Use

- Community Commercial
- Greenway
- Parks & Open Space
- Public/Semi-Public
- Urban Medium Intensity
- Urban Low Intensity

Case 23-003 & 23-004: FG 80 Holdings 2nd & 3rd Additions
Final Plats
Zoning

1 Inch = 391 Feet
Feet
0 150 300 600 900

N



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

January 18, 2023 Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 23-003 & Case No. 23-004
Application: FG 80 Holdings Second Addition – Final Plat (Amended Replat), FG 80 Holdings Third Addition – Final Plat (Amended Replat)
Location: East of Middle Road and north of Forest Grove Drive
Legal Description: *Current Lot 1-5, FG 80 Holdings First Addition (Parcel ID #840207105)
Applicant: Kevin Koellner DBA Focus Real Estate Development
Zoning: C-3, General Business District
Future Land Use: CC, Community Commercial

Background Information and Facts

Kevin Koellner/Focus Real Estate Development has submitted two final plats for FG 80 Holdings Second Addition and FG 80 Holdings Third Addition. Both are located north of Forest Grove Drive and east of Middle Road near the Interstate 80 corridor (see Aerial Map – Attachment A).

Case 23-003: FG 80 Holdings Second Addition – Final Plat (Amended Replat)

FG 80 Holdings Second Addition was previously reviewed and approved by the Planning & Zoning Commission and City Council (Case No. 22-058). The previously-approved final plat contained six lots (see FG 80 Holdings Second Addition Final Plat, Case No. 22-058 - Attachment B). Since approval, the applicant has reconfigured the layout of two major developments, the golf-plex and multi-sport fields located at the site. This resulted in availability of development lots in the project area. The 2022 FG 80 Holding Second Addition Plat was not recorded, and the newly-proposed 2023 FG 80 Holdings Second Addition Plat shows a total of nine lots (see FG 80 Holdings Second Addition Final Plat, Case No. 23-003 – Attachment C). A related case, No. 23-005, is the staff report review and analysis of the major modification of the site development plan for the golf venue and sports fields located on Lot 3 and Lot 4 of the proposed 2023 second addition plat.

Case 23-004: FG 80 Holdings Third Addition – Final Plat (Amended Replat)

FG 80 Holdings Third Addition was previously reviewed and approved by the Planning & Zoning Commission and City Council (Case No. 22-071). The previously-approved final plat contained four lots (see FG 80 Holdings Third Addition Final Plat, Case No. 22-071 - Attachment D). Since approval, the applicant has reorganized the plat and included an additional lot which was shown on a previously-recorded plat. This lot is the future location of a McDonald's restaurant. Thus, the newly proposed 2023 FG 80 Holdings Third Addition Final Plat shows a total of five lots (see FG 80 Holdings Third Addition Final Plat, Case No. 23-004 - Attachment E). Other than the inclusion of Lot 5, no major changes were made to the newly-proposed plat; therefore, staff recommends approval of this plat as submitted.

Future Land Use and Comprehensive Plan

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

Lot Configuration and Zoning Compliance

Both subdivisions are located in the C-3, General Business Zoning District (see Zoning Map – Attachment G). The proposed uses on the site are similar to those located at the TBK Bank Sports Complex west of Middle Road and north of Forest Grove Drive. These uses include a flagship golf venue and multi-sport fields surrounded by ancillary commercial uses including restaurants, retail, and hotel lodging.

Utilities

Water service will be provided by Iowa American Water Company to all developments in the subdivision. City sewer connections will also be made to all developments. Sewer, water, and utility easements have been reconfigured for the proposed developments on each lot in the 2023 FG 80 Holdings Second Addition.

Thoroughfare Plan & Access

The proposed second addition includes three private access easements which connect to Competition Drive and provide ingress/egress to all lots within the subdivision. Parking lots will connect to the access easements and surround future development on these lots. An additional access easement is shown on Lot 1 and Lot 3 of the second addition, providing employee and maintenance access to the golf venue, sports fields, and an outlot. The westernmost access easement connecting to Competition Drive will be named Iron Tee

Way. Interior lots will be addressed off this named private easement. Sidewalks and trails will be provided along the public street and interior parking lots.

Storm Water Detention

The final plat of FG 80 Holdings First Addition reserved a 2.69-acre lot, Lot A, and a 30.16-acre lot, Lot B, for storm water detention. The proposed final plat for FG 80 Holdings Second Addition reserves an additional 1.86 acres, more or less, shown on Lot C for storm water detention.

Staff Recommendation

Staff recommends approval of the final plats of FG 80 Holdings Second Addition and FG 80 Holdings Third Addition.

Respectfully submitted,

Taylor Beswick
City Planner

February 1, 2023

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

SUBJECT: Planning and Zoning Commission's decision on the amended final plat of FG 80 Holdings Second Addition, submitted by Focus Real Estate Development. (Case 23-003)

Planning and Zoning Commission's decision on the amended final plat of FG 80 Holdings Third Addition, submitted by Focus Real Estate Development. (Case 23-004)

Planning and Zoning Commission's decision on the amended site development plan for Lots 3 and 4, FG 80 Holdings Secondd Addition, submitted by Focus Real Estate Development. (Case 23-005)

Honorable Mayor and Members of the City Council:

On January 21, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named amended final plats and 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

Amended Final Plat

6. Case 23-003; FG 80 Holdings Second Addition, submitted by Focus Real Estate Development

7. Case 23-004; FG 80 Holdings Third Addition, submitted by Focus Real Estate Development

Beswick reviewed the staff reports.

On motion by Gannaway, seconded by Satterfield, that the amended final plat of FG 80 Holdings Second Addition be approved subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Gannaway, seconded by Satterfield, that the amended final plat of FG 80 Holdings Third Addition be approved subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: February 7, 2023

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the amended final plat of FG 80 Holdings Third Addition, submitted by Focus Real Estate Development. (Case 23-004)

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

FG 80 Holdings Third Addition was previously reviewed and approved by the Planning & Zoning Commission and City Council (Case No. 22-071). The previously-approved final plat contained four lots (see Aerial Map – Attachment A and FG 80 Holdings Second Addition Final Plat, Case No. 22-071 - Attachment B). Since approval, the applicant has reorganized the plat and included an additional lot which was shown on a previously-recorded plat. This lot is the future location of a McDonald's restaurant. Thus, the newly proposed 2023 FG 80 Holdings Third Addition Final Plat shows a total of five lots (see FG 80 Holdings Third Addition Final Plat, Case No. 23-004 - Attachment C). Other than the inclusion of Lot 5, no major changes were made to the newly-proposed plat. The area in the proposed subdivision is contemplated in the Bettendorf Future Land Use Map as Community Commercial (see Future Land Use Map – Attachment D) and is located in the C-3, General Business Zoning District (see Zoning Map – Attachment E).

The Planning and Zoning Commission made a recommendation for approval of the amended final plat by a 6-0 margin at the January 18, 2023 meeting.

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

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

N/A

List Attachments:

Resolution; (A) Aerial Map; (B) FG 80 Holdings Third Addition Final Plat; (C) FG 80 Holdings Third Addition Amended Final Plat; (D) Future Land Use Map; (E) Zoning Map; (F) Staff report to the Planning and Zoning Commission; (G) Planning and Zoning Commission report to the Mayor and City Council; (H) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

RESOLUTION NO. _____ - 23

RESOLUTION APPROVING THE AMENDED FINAL PLAT OF FG 80 HOLDINGS THIRD ADDITION

WHEREAS, Focus Real Estate Development has submitted an amended final plat of FG 80 Holdings Third Addition, and

WHEREAS, the Planning and Zoning Commission has reviewed said amended 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 amended 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 amended final plat of FG 80 Holdings Third Addition.

PASSED, APPROVED, AND ADOPTED this 7th day of February 2023

_____

Robert S. Gallagher, Mayor

ATTEST:

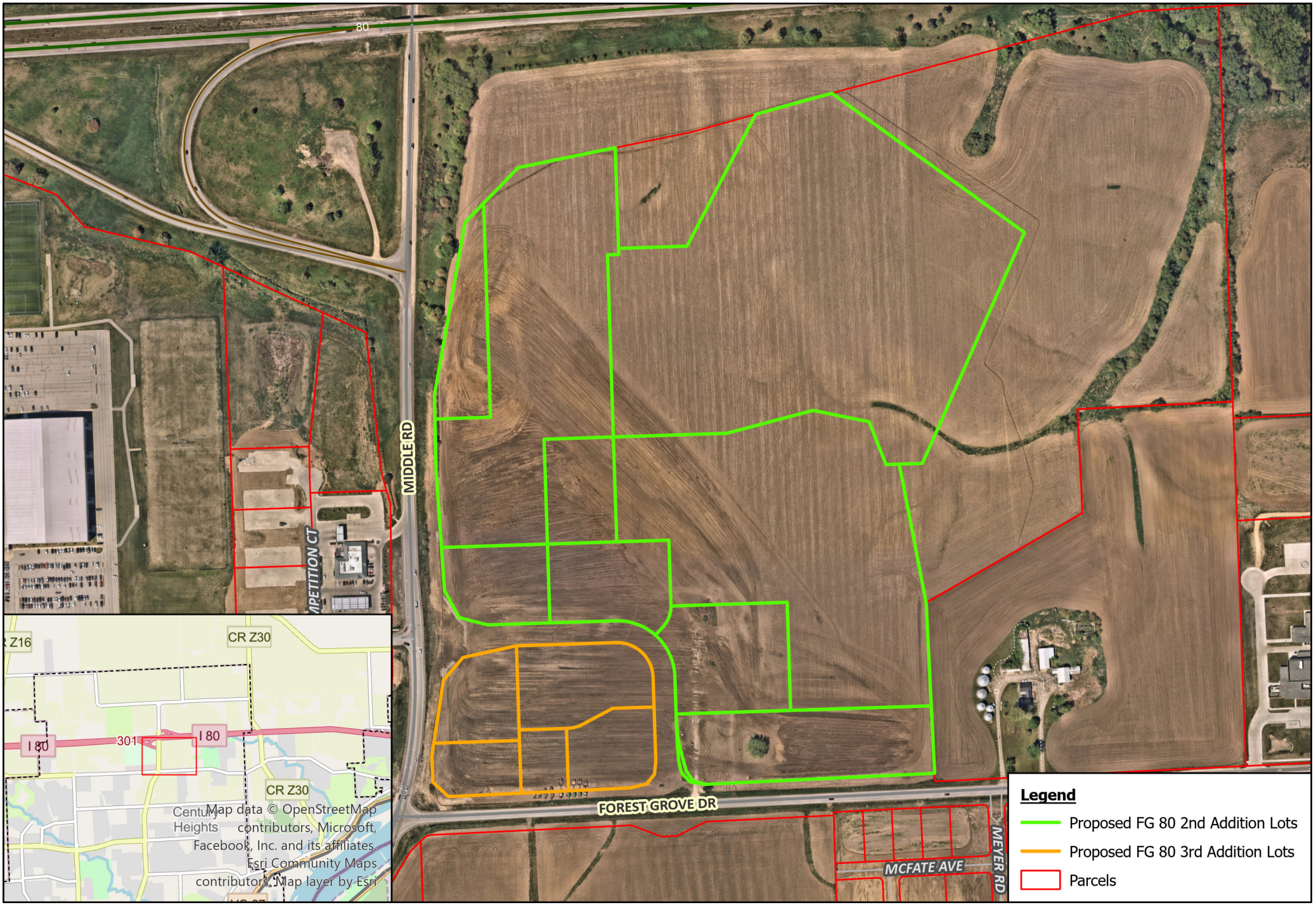
_____

Decker P. Ploehn, City Clerk

Case 23-003 & 23-004: FG 80 Holdings 2nd & 3rd Additions
Final Plats
Aerial

1 Inch = 391 Feet
Feet
0 150 300 600 900

N

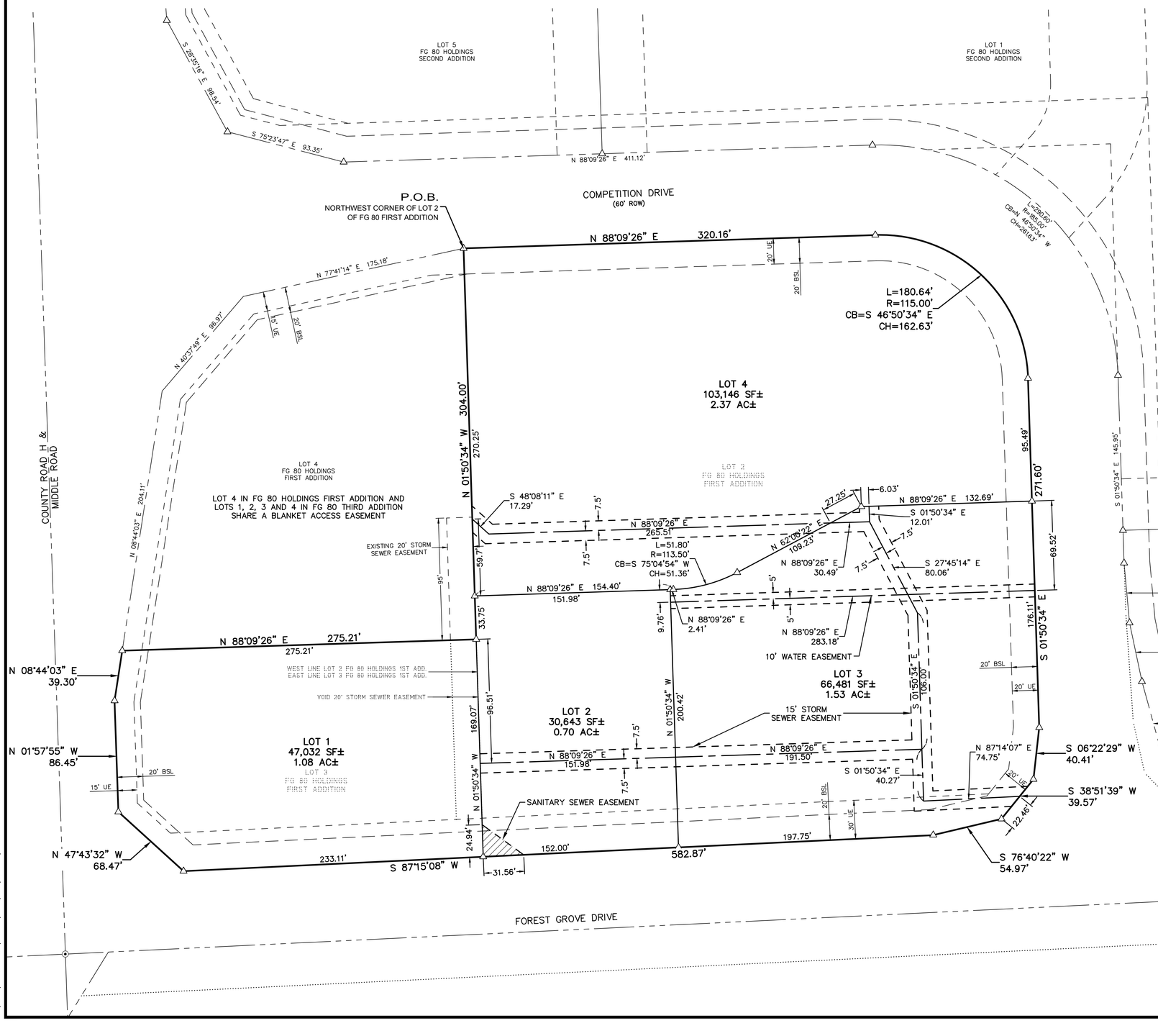


DRAFT
11-08-2022

FINAL PLAT
FOR
FG 80 HOLDINGS THIRD ADDITION

A RE-PLAT OF LOTS 2 AND 3 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

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



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

MID AMERICAN ENERGY CO.
BY _____
DATE _____

MEDIACOM
BY _____
DATE _____

CENTURYLINK
BY _____
DATE _____

IOWA - AMERICAN WATER CO.
BY _____
DATE _____

METRONET
BY _____
DATE _____

CITY OF BETTENDORF
BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING
BY _____
DATE _____

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

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

LEGEND

⊠	RIGHT OF WAY RAIL, FOUND
●	REBAR, FOUND
X	CHISELED "X" IN CONCRETE, FOUND
⊗	CHISELED "X" IN CONCRETE, SET
▲	REBAR WITH CAP #_____, FOUND
△	5/8" REBAR WITH CAP #13581, SET
□	1/2" SQ. PIN, FOUND
⊙	P.K. NAIL, FOUND
⊙	P.K. NAIL, SET
○	PIPE, FOUND
⊡	CONCRETE MONUMENT, FOUND
	SECTION CORNER
100.00'	MEASURED DIMENSION
(100.00')	RECORDED DIMENSION
∫	LINE CONTINUATION
	SUBDIVISION BOUNDARY
	PROPOSED LOT LINE
	EXISTING PROPERTY LINE
	CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	SECTION LINE
	PROPOSED R.O.W. LINE
	EXISTING R.O.W. LINE
	PROPOSED SETBACK LINE

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

GENERAL NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Middle & I-80 LLC.

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

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

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

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

A part of this subdivision limited to Lot B, is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0377G with an Effective Date March 23, 2021.

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

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

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

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

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

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

LICENSED PROFESSIONAL SURVEYOR
DARYL A. BRICKNER
13581
IOWA

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

DRAFT
11-08-2022
Daryl A. Brickner, PLS Date
My license renewal date is December 31, 2023
No. of sheets covered by this seal: ____

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

IMEG
PH: 563.344.0280
www.imegcorp.com
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722

FG 80 HOLDINGS THIRD ADDITION
BETTENDORF, IOWA
FINAL PLAT

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

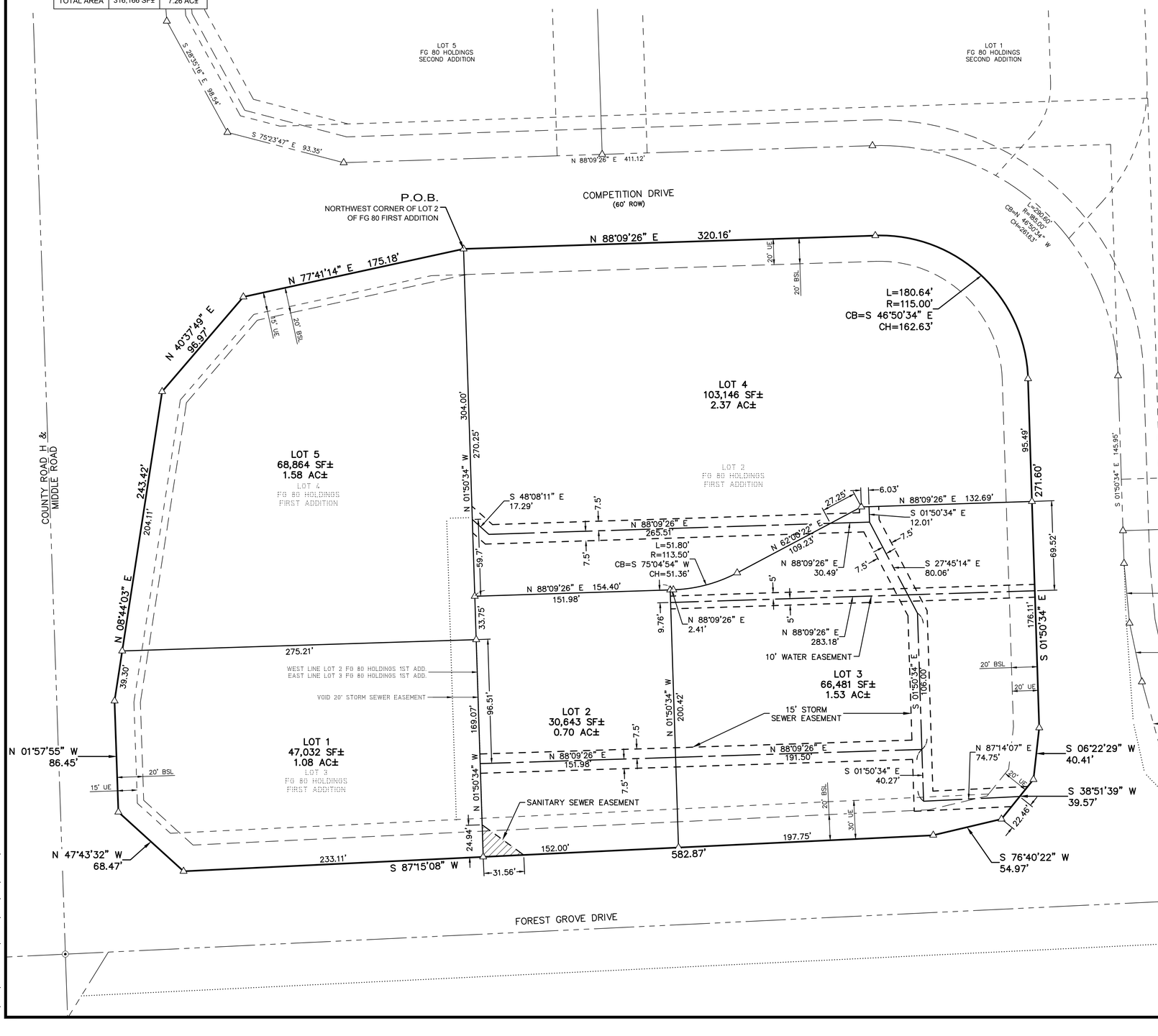
Sheet 1 of 1

Tuesday, November 8, 2022 10:20:13 AM
C:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 3RD FINAL PLAT.DWG

DRAFT
11-28-2022

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	47,032 SF±	1.08 AC±
LOT 2	30,643 SF±	0.70 AC±
LOT 3	66,481 SF±	1.53 AC±
LOT 4	103,146 SF±	2.37 AC±
LOT 5	68,864 SF±	1.58 AC±
TOTAL AREA	316,166 SF±	7.26 AC±

FINAL PLAT
FOR
FG 80 HOLDINGS THIRD ADDITION
A RE-PLAT OF LOTS 2, 3 AND 4 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA



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

MID AMERICAN ENERGY CO.
BY _____
DATE _____

MEDIACOM
BY _____
DATE _____

CENTURYLINK
BY _____
DATE _____

IOWA - AMERICAN WATER CO.
BY _____
DATE _____

METRONET
BY _____
DATE _____

CITY OF BETTENDORF
BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING
BY _____
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IOWA STATE PLANE COORDINATE SYSTEM
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	CENTERLINE
	HISTORICAL LINE - AS NOTED
	PROPOSED EASEMENT LINE
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Easements designated as "Utility Easements" include all utilities that are provided either by the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf, including sewer and water.

All lots in FG 80 Third Addition share a blanket Access Easement with each other.

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

DARYL A. BRICKNER 13581 LICENSED PROFESSIONAL SURVEYOR IOWA

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

DRAFT
11-28-2022
Daryl A. Brickner, PLS Date
My license renewal date is December 31, 2023
No. of sheets covered by this seal: ____

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No.	DESCRIPTION	DATE
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IMEG
PH: 563.344.0280
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SUITE 201
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© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
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Sheet 1 of 1

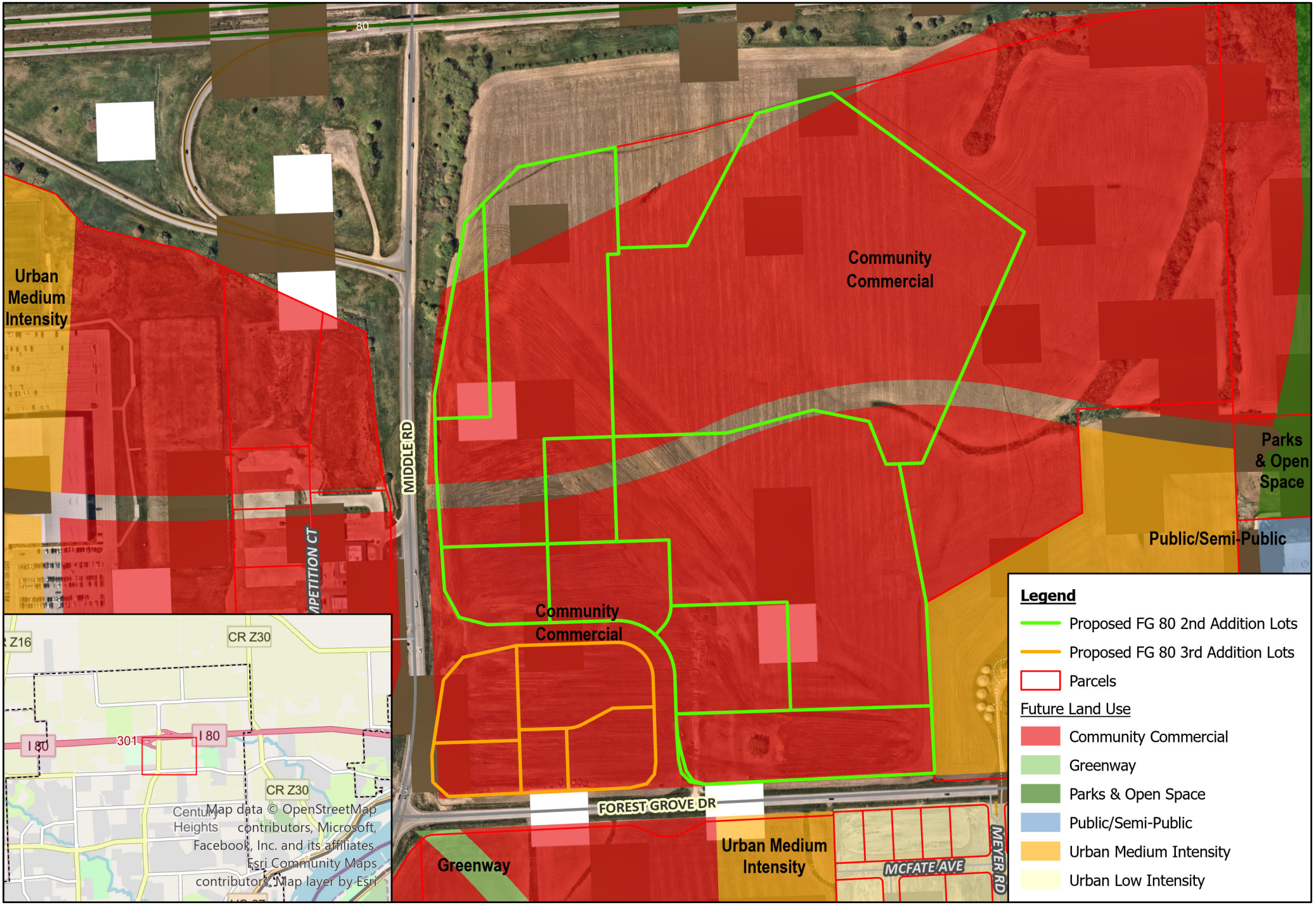
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C:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 3RD FINAL PLAT.DWG

Case 23-003 & 23-004: FG 80 Holdings 2nd & 3rd Additions
Final Plats
Future Land Use

Bettendorf
a premier city
IOWA

N

1 Inch = 391 Feet
Feet
0 150 300 600 900



Legend

- Proposed FG 80 2nd Addition Lots
- Proposed FG 80 3rd Addition Lots
- Parcels

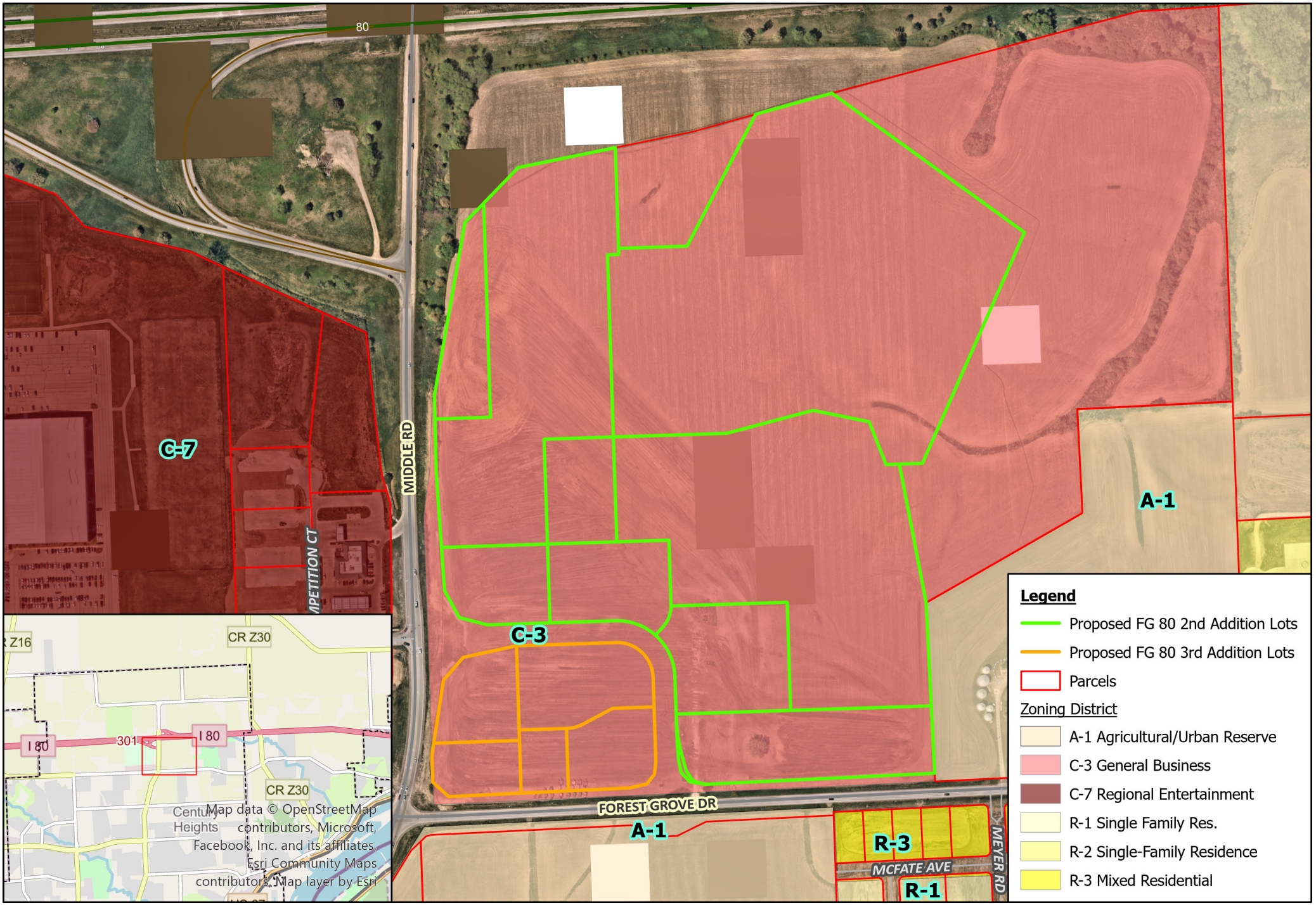
Future Land Use

- Community Commercial
- Greenway
- Parks & Open Space
- Public/Semi-Public
- Urban Medium Intensity
- Urban Low Intensity

Case 23-003 & 23-004: FG 80 Holdings 2nd & 3rd Additions
Final Plats
Zoning

1 Inch = 391 Feet
Feet
0 150 300 600 900

N



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

January 18, 2023 Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 23-003 & Case No. 23-004
Application: FG 80 Holdings Second Addition – Final Plat (Amended Replat), FG 80 Holdings Third Addition – Final Plat (Amended Replat)
Location: East of Middle Road and north of Forest Grove Drive
Legal Description: *Current Lot 1-5, FG 80 Holdings First Addition (Parcel ID #840207105)
Applicant: Kevin Koellner DBA Focus Real Estate Development
Zoning: C-3, General Business District
Future Land Use: CC, Community Commercial

Background Information and Facts

Kevin Koellner/Focus Real Estate Development has submitted two final plats for FG 80 Holdings Second Addition and FG 80 Holdings Third Addition. Both are located north of Forest Grove Drive and east of Middle Road near the Interstate 80 corridor (see Aerial Map – Attachment A).

Case 23-003: FG 80 Holdings Second Addition – Final Plat (Amended Replat)

FG 80 Holdings Second Addition was previously reviewed and approved by the Planning & Zoning Commission and City Council (Case No. 22-058). The previously-approved final plat contained six lots (see FG 80 Holdings Second Addition Final Plat, Case No. 22-058 - Attachment B). Since approval, the applicant has reconfigured the layout of two major developments, the golf-plex and multi-sport fields located at the site. This resulted in availability of development lots in the project area. The 2022 FG 80 Holding Second Addition Plat was not recorded, and the newly-proposed 2023 FG 80 Holdings Second Addition Plat shows a total of nine lots (see FG 80 Holdings Second Addition Final Plat, Case No. 23-003 – Attachment C). A related case, No. 23-005, is the staff report review and analysis of the major modification of the site development plan for the golf venue and sports fields located on Lot 3 and Lot 4 of the proposed 2023 second addition plat.

Case 23-004: FG 80 Holdings Third Addition – Final Plat (Amended Replat)

FG 80 Holdings Third Addition was previously reviewed and approved by the Planning & Zoning Commission and City Council (Case No. 22-071). The previously-approved final plat contained four lots (see FG 80 Holdings Third Addition Final Plat, Case No. 22-071 - Attachment D). Since approval, the applicant has reorganized the plat and included an additional lot which was shown on a previously-recorded plat. This lot is the future location of a McDonald's restaurant. Thus, the newly proposed 2023 FG 80 Holdings Third Addition Final Plat shows a total of five lots (see FG 80 Holdings Third Addition Final Plat, Case No. 23-004 - Attachment E). Other than the inclusion of Lot 5, no major changes were made to the newly-proposed plat; therefore, staff recommends approval of this plat as submitted.

Future Land Use and Comprehensive Plan

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

Lot Configuration and Zoning Compliance

Both subdivisions are located in the C-3, General Business Zoning District (see Zoning Map – Attachment G). The proposed uses on the site are similar to those located at the TBK Bank Sports Complex west of Middle Road and north of Forest Grove Drive. These uses include a flagship golf venue and multi-sport fields surrounded by ancillary commercial uses including restaurants, retail, and hotel lodging.

Utilities

Water service will be provided by Iowa American Water Company to all developments in the subdivision. City sewer connections will also be made to all developments. Sewer, water, and utility easements have been reconfigured for the proposed developments on each lot in the 2023 FG 80 Holdings Second Addition.

Thoroughfare Plan & Access

The proposed second addition includes three private access easements which connect to Competition Drive and provide ingress/egress to all lots within the subdivision. Parking lots will connect to the access easements and surround future development on these lots. An additional access easement is shown on Lot 1 and Lot 3 of the second addition, providing employee and maintenance access to the golf venue, sports fields, and an outlot. The westernmost access easement connecting to Competition Drive will be named Iron Tee

Way. Interior lots will be addressed off this named private easement. Sidewalks and trails will be provided along the public street and interior parking lots.

Storm Water Detention

The final plat of FG 80 Holdings First Addition reserved a 2.69-acre lot, Lot A, and a 30.16-acre lot, Lot B, for storm water detention. The proposed final plat for FG 80 Holdings Second Addition reserves an additional 1.86 acres, more or less, shown on Lot C for storm water detention.

Staff Recommendation

Staff recommends approval of the final plats of FG 80 Holdings Second Addition and FG 80 Holdings Third Addition.

Respectfully submitted,

Taylor Beswick
City Planner

February 1, 2023

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

SUBJECT: Planning and Zoning Commission's decision on the amended final plat of FG 80 Holdings Second Addition, submitted by Focus Real Estate Development. (Case 23-003)

Planning and Zoning Commission's decision on the amended final plat of FG 80 Holdings Third Addition, submitted by Focus Real Estate Development. (Case 23-004)

Planning and Zoning Commission's decision on the amended site development plan for Lots 3 and 4, FG 80 Holdings Secondd Addition, submitted by Focus Real Estate Development. (Case 23-005)

Honorable Mayor and Members of the City Council:

On January 21, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named amended final plats and 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

Amended Final Plat

6. Case 23-003; FG 80 Holdings Second Addition, submitted by Focus Real Estate Development

7. Case 23-004; FG 80 Holdings Third Addition, submitted by Focus Real Estate Development

Beswick reviewed the staff reports.

On motion by Gannaway, seconded by Satterfield, that the amended final plat of FG 80 Holdings Second Addition be approved subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Gannaway, seconded by Satterfield, that the amended final plat of FG 80 Holdings Third Addition be approved subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: February 7, 2023

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving an amended site development plan for Lots 3 and 4, FG 80 Holdings Second Addition, submitted by Focus Real Estate Development. (Case 23-005)

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

The applicant, Focus Real Estate Development, has submitted a major modification to a previously-approved site development plan for an area located on Lot 3 and Lot 4 of the proposed FG 80 Holdings Second Addition (see Aerial – Attachment A). The previously-approved site development plan (see Case No. 22-059 Site Development Plan – Attachment B) was reviewed and approved by the Planning and Zoning Commission and City Council. The proposed site development plan (see Case No. 23-005 Site Development Plan – Attachment C) includes the following modifications: reduction of the total square footage of the golf venue by 14% (9,928 square feet), reduction of the size of the concession stand building by 45% (2,000 square feet), reconfiguration of the parking locations, reduction of the provided off-street parking by 27% (325 parking spaces), and a revised landscape plan to accommodate site plan modifications. On September 8, 2022 the Board of Adjustment granted an exception to the off-street parking requirements for a high-impact commercial recreational use (golf venue and multi-sport field complex)(Case No. 22-065). Newly-added and reconfigured Lots 2, 6, and 7 in the proposed in FG 80 Holdings Second Addition are now located west and south of the golf venue parking lot. These lots will contain future commercial developments and are accessed via parking lot drive lanes (see Overall Concept Plan – Attachment D).

The Planning and Zoning Commission made a recommendation for approval of the amended site development plan by a 6-0 margin at the January 18, 2023 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) Site Development Plan; (C) Amended Site Development Plan; (D) Overall Concept Plan; (E) Landscape Plan; (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 AN AMENDED SITE DEVELOPMENT PLAN FOR LOTS 3 AND 4, FG 80 HOLDINGS SECOND ADDITION

WHEREAS, Focus Real Estate Development has submitted an amended site development plan for Lots 3 and 4, FG 80 Holdings Second Addition, and

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

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

WHEREAS, approval of the amended site development plan does not waive any other state, federal, or local government provisions as required by law.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the amended site development plan for Lots 3 and 4, FG 80 Holdings Second Addition subject to the following condition:

1. Future developments on Lots 2, 6, and 7 of FG 80 Holdings Second Addition shall provide a sufficient amount of off-street parking to allow for a minimum of 10% shared parking between Lots 3 and 4.

PASSED, APPROVED, AND ADOPTED this 7th day of February 2023

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

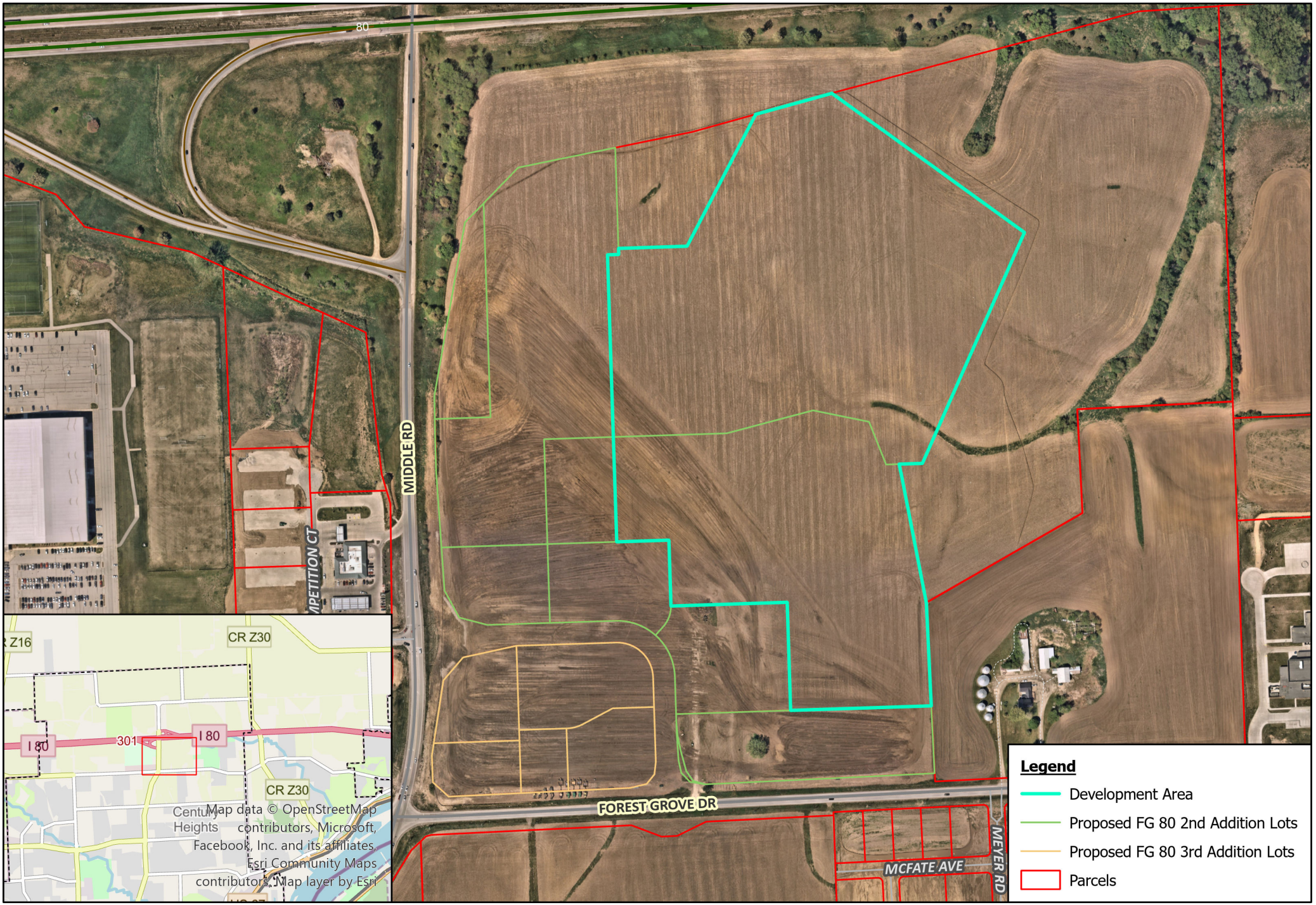
Decker P. Ploehn, City Clerk

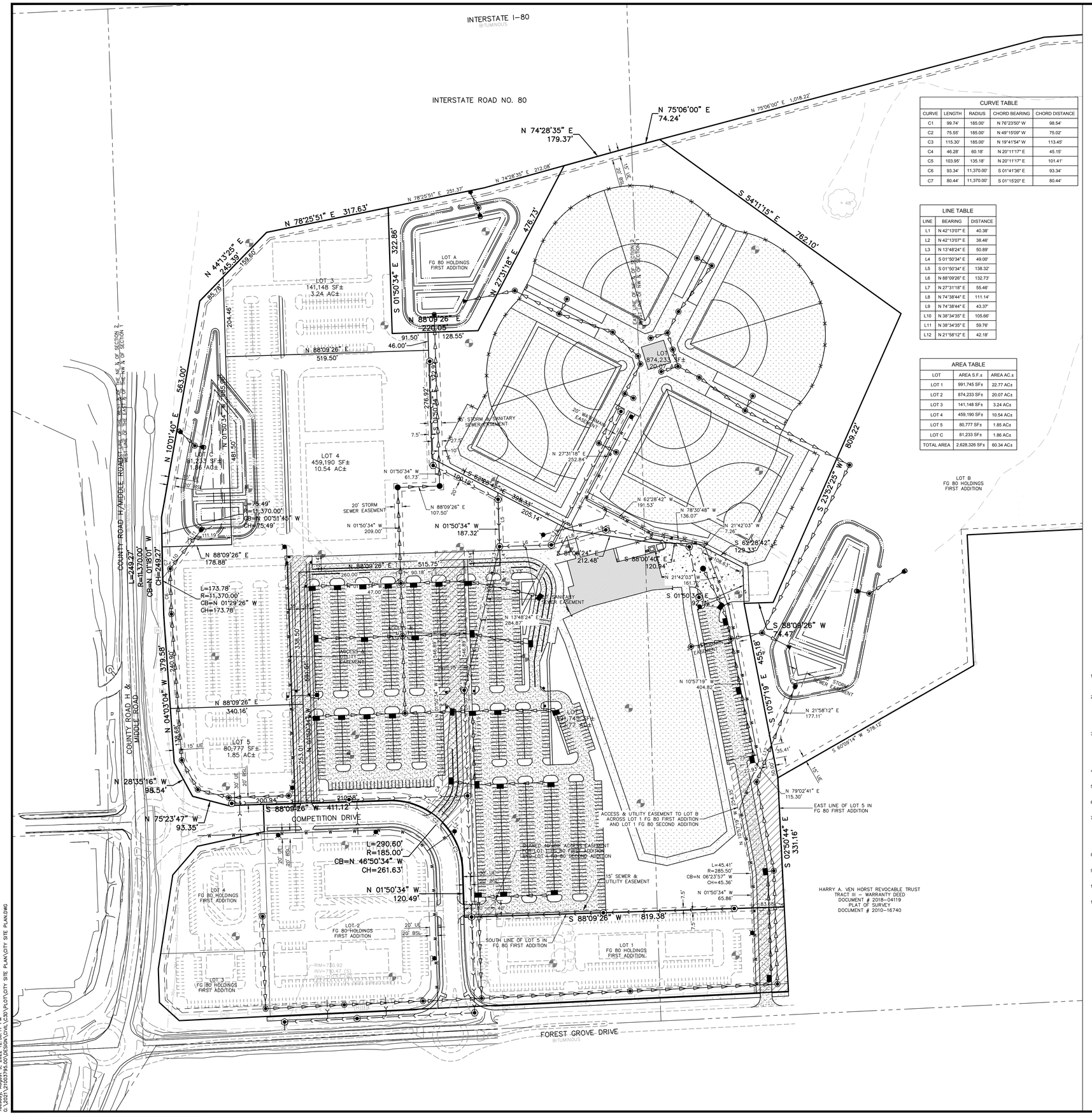
Case No. 22-005: Modified Golf Venue and Sport Fields Site Development Plan Modification
Aerial

Bettendorf
a premier city
IOWA

1 Inch = 391 Feet
Feet
0 150 300 600 900

N





CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	99.74'	185.00'	N 76°23'50" W	98.54'
C2	75.55'	185.00'	N 49°15'09" W	75.02'
C3	115.30'	185.00'	N 19°41'54" W	113.45'
C4	46.28'	60.18'	N 20°11'17" E	45.15'
C5	103.95'	135.18'	N 20°11'17" E	101.41'
C6	93.34'	11,370.00'	S 01°41'36" E	93.34'
C7	80.44'	11,370.00'	S 01°15'20" E	80.44'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 42°13'07" E	40.38'
L2	N 42°13'07" E	38.46'
L3	N 13°48'24" E	50.89'
L4	S 01°50'34" E	49.00'
L5	S 01°50'34" E	138.32'
L6	N 88°09'26" E	132.73'
L7	N 27°31'18" E	55.46'
L8	N 74°38'44" E	111.14'
L9	N 74°38'44" E	43.37'
L10	N 38°34'35" E	105.66'
L11	N 38°34'35" E	59.76'
L12	N 21°58'12" E	42.18'

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	991,745 SF±	22.77 AC±
LOT 2	874,233 SF±	20.07 AC±
LOT 3	141,148 SF±	3.24 AC±
LOT 4	459,190 SF±	10.54 AC±
LOT 5	80,777 SF±	1.85 AC±
LOT C	81,233 SF±	1.86 AC±
TOTAL AREA	2,628,326 SF±	60.34 AC±

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

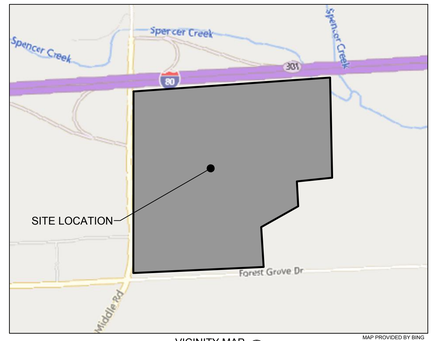
IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG

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

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

ARCHITECT
STUDIO 483
201 W. 2ND STREET, SUITE 608
DAVENPORT, IOWA 52801
PHONE: 563-326-2555 (GREG GOWEY)

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



VICINITY MAP
NOT TO SCALE
MAP PROVIDED BY BING

SITE INFORMATION		
ZONING DISTRICT: C-3 GENERAL BUSINESS DISTRICT		
SITE LOCATION: LOT 5 FG 80 HOLDINGS FIRST ADDITION, BETTENDORF, IOWA		
TOTAL LOT 5 AREA	2,628,326 S.F. ±	60.34 ACRES ±
PROPOSED LOT AREAS	LOT 1 991,745 S.F. ±	22.77 ACRES ±
	LOT 2 874,223 S.F. ±	20.07 ACRES ±
FRONT YARD REQUIRED	20'	
SIDE YARD REQUIRED	NONE	
REAR YARD REQUIRED	10'	
TOTAL BUILDING AREA	(SEE BUILDING AREA TABLE)	
REQUIRED PARKING = 1100 STALLS		
PROVIDED = 1186 STALLS		
TOTAL VEHICULAR USE AREA (V.U.A.) = 528,050 S.F. ±		
PROVIDED V.U.A. INTERIOR LANDSCAPING = 37,484 S.F. (REQUIRED 7% = 36,964 S.F.)		
CONSTRUCTION ACTIVITY DESCRIPTION: THE CONSTRUCTION INVOLVES 1 PROPOSED MULTI-USE BUILDING, 1 CONCESSION BUILDING, 4 MULTI-SPORT TURF FIELDS, UTILITY SERVICES, ACCESS DRIVES, WALKING PATHS & PARKING LOT		

BUILDING AREA TABLE	
BUILDING "A"	GOLF & ENTERTAINMENT BLDG (SEE ARCH. PLANS FOR DETAILS)
BUILDING "B"	CONCESSION BLDG - 3,600 SF

GENERAL NOTES

1. ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF DESIGN AND SPECIFICATIONS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
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8. BUILDING CONSTRUCTION TYPE IS ANTICIPATED TO BE TYPE "II-2" PER THE 2009 INTERNATIONAL BUILDING CODE.
9. SEE ARCHITECTURAL PLANS FOR BUILDING OCCUPANCY TYPE PER THE 2009 INTERNATIONAL BUILDING CODE.
10. THE PROPOSED BUILDING WILL BE EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.
11. PARKING REQUIRED WAS CALCULATED BY THE FOLLOWING: WITH MAX OF 6 PLAYING FIELDS, 12 TEAMS CAN PLAY AT A TIME WITH 12 EXTRA TEAMS IN WAITING. ASSUMING 12 PLAYERS PER TEAM = 288 PLAYERS, ASSUME 1.5 PARKING STALL PER PLAYER = 432 STALLS FOR BALLFIELDS. GOLF COMPLEX HAS 3000 CAPACITY, ASSUME 1 STALL PER 4.5 CAPACITY = 667 STALLS. TOGETHER GIVES 1099 ~ 1100 STALLS REQUIRED. THESE ASSUMPTIONS FALL IN LINE WITH PARKING NEEDS SHOWN AT TBK SPORTS COMPLEX.

LEGAL DESCRIPTION

LOT NUMBER 5 OF FG 80 HOLDINGS FIRST ADDITION, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

LEGEND

- STORM INLET
- FLARED END SECTION
- SANITARY MANHOLE
- WATER VALVE
- HYDRANT
- SURVEY BOUNDARY
- PROPERTY LINE
- CENTERLINE
- HISTORICAL LINE - AS NOTED
- EASEMENT LINE
- R.O.W. LINE
- SETBACK LINE
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- 580 CONTOUR
- 580 PROPOSED CONTOUR
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER LINE
- PROPOSED STORM SEWER INLET
- PROPOSED FLARED END SECTION
- PROPOSED STORM MANHOLE
- PROPOSED WATER VALVE
- PROPOSED HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- PROPOSED HMA PAVEMENT
- PROPOSED PCC PAVEMENT
- PROPOSED GOLF RANGE / MULTI-SPORT TURF FIELD
- PROPOSED BUILDING

No.	REVISIONS DESCRIPTION	DATE

IMEG
PH: 563.344.6500
www.imegcorp.com
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722

FG80 - SITE DEVELOPMENT
BETTENDORF, IA

CITY SITE PLAN - LOT DIMENSIONS

IMEG Project No: 21003795.00
File Name: City Site Plan.dwg
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Field Book No: ####
Drawn By: ZSE
Checked By: JLH
Date: 07/26/2022

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Sheet 1 of 1

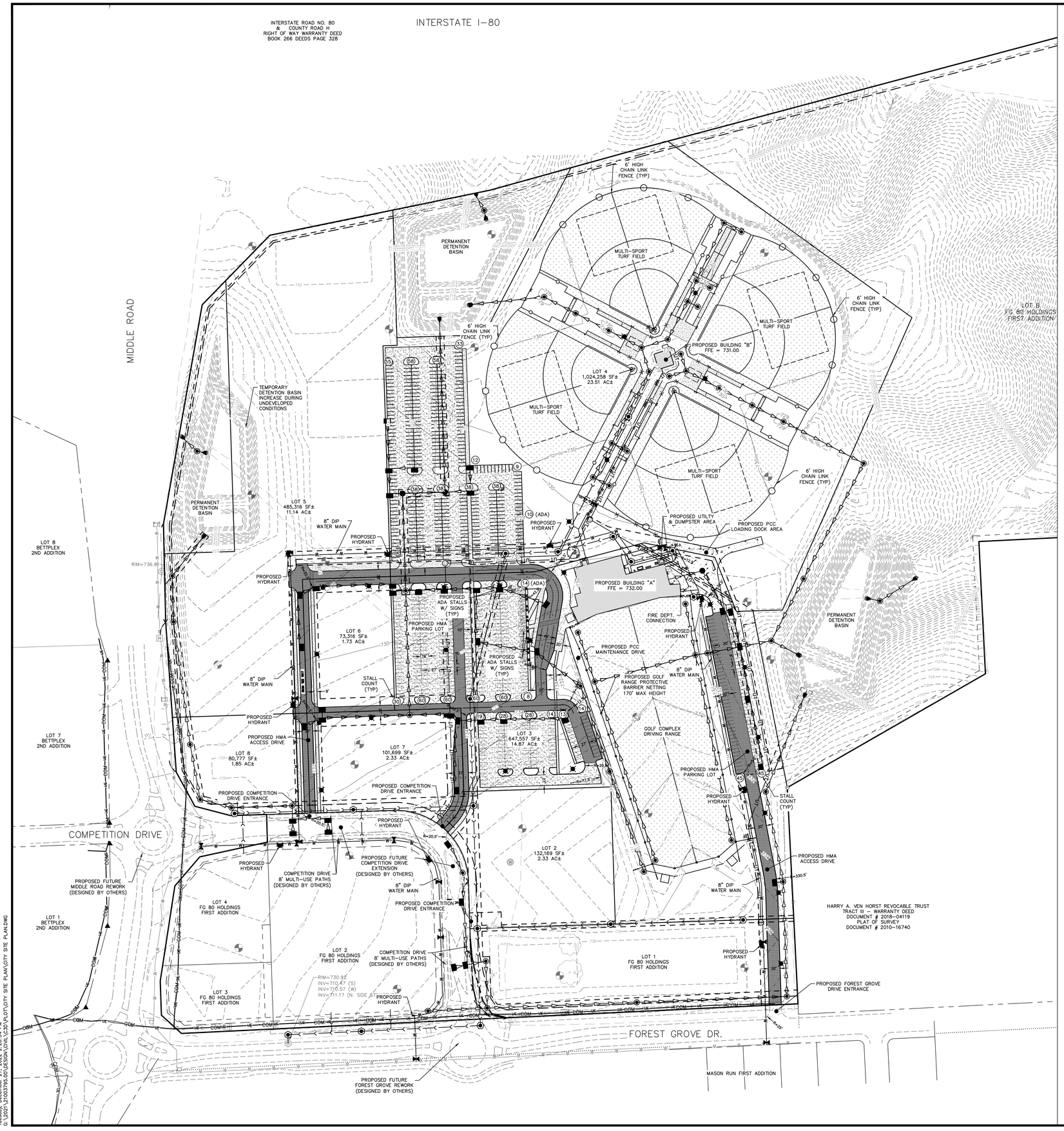
JASON L. HOLDORF 17137 PROFESSIONAL ENGINEER IOWA

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

Signature 07/26/2022 Date

Jason L. Holdorf
License No. 17137
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: THIS SHEET

Tuesday, August 9, 2022 12:36:17 PM
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811 Know what's below. Call before you dig.

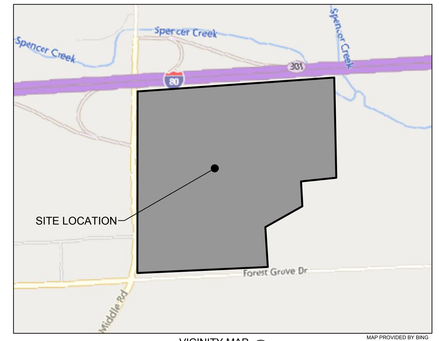
IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG

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

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

ARCHITECT
STUDIO 483
201 W. 2ND STREET, SUITE 608
DAVENPORT, IOWA 52801
PHONE: 563-326-2555 (GREG GOWEY)

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



VICINITY MAP
NOT TO SCALE
MAP PROVIDED BY BING

SITE INFORMATION

ZONING DISTRICT: C-3 GENERAL BUSINESS DISTRICT		
SITE LOCATION: LOT 5 FG 80 HOLDINGS 1ST ADDITION, BETTENDORF, IOWA		
TOTAL LOT 5 AREA	2,628,326 S.F. ±	60.34 ACRES ±
PROPOSED LOT AREAS	LOT 3 647,557 S.F. ±	14.87 ACRES ±
	LOT 4 1,024,258 S.F. ±	23.51 ACRES ±
FRONT YARD REQUIRED	20'	
SIDE YARD REQUIRED	NONE	
REAR YARD REQUIRED	10'	
TOTAL BUILDING AREA	(SEE BUILDING AREA TABLE)	
REQUIRED PARKING = 652 STALLS (REQUIRED ADA = 14 STALLS)		
PROVIDED = 861 STALLS (PROVIDED ADA = 24 STALLS)		
TOTAL VEHICULAR USE AREA (V.U.A.) = 413,863 S.F. ±		
PROVIDED V.U.A. INTERIOR LANDSCAPING = 29,590 S.F. (REQUIRED 7% = 28,970 S.F.)		
CONSTRUCTION ACTIVITY DESCRIPTION: THE CONSTRUCTION INVOLVES 1 PROPOSED MULTI-USE BUILDING, 1 CONCESSION BUILDING, 4 MULTI-SPORT TURF FIELDS, UTILITY SERVICES, ACCESS DRIVES, WALKING PATHS & PARKING LOT		

BUILDING AREA TABLE	
BUILDING "A"	GOLF & ENTERTAINMENT BLDG (SEE ARCH. PLANS FOR DETAILS)
BUILDING "B"	CONCESSION BLDG - 1,600 SF

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LEGAL DESCRIPTION

LOT NUMBER 5 OF FG 80 HOLDINGS 1ST ADDITION, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

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- FLARED END SECTION
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- PROPOSED BUILDING

No.	DESCRIPTION	DATE

IMEG
PH: 563.344.6500
www.imegcorp.com
117 STATE STREET
SUITE 201
BETTENDORF, IA 52722

FG80 - SITE DEVELOPMENT
BETTENDORF, IA

CITY SITE PLAN - LOTS 3 & 4 OF FG80 2ND ADDITION

IMEG Project No: 21003795.00
File Name: City Site Plan.dwg

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Drawn By: ZSE
Checked By: JLH
Date: 12/27/2022

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Sheet 1 of 1

JASON L. HOLDORF 17137 REGISTERED PROFESSIONAL ENGINEER IOWA

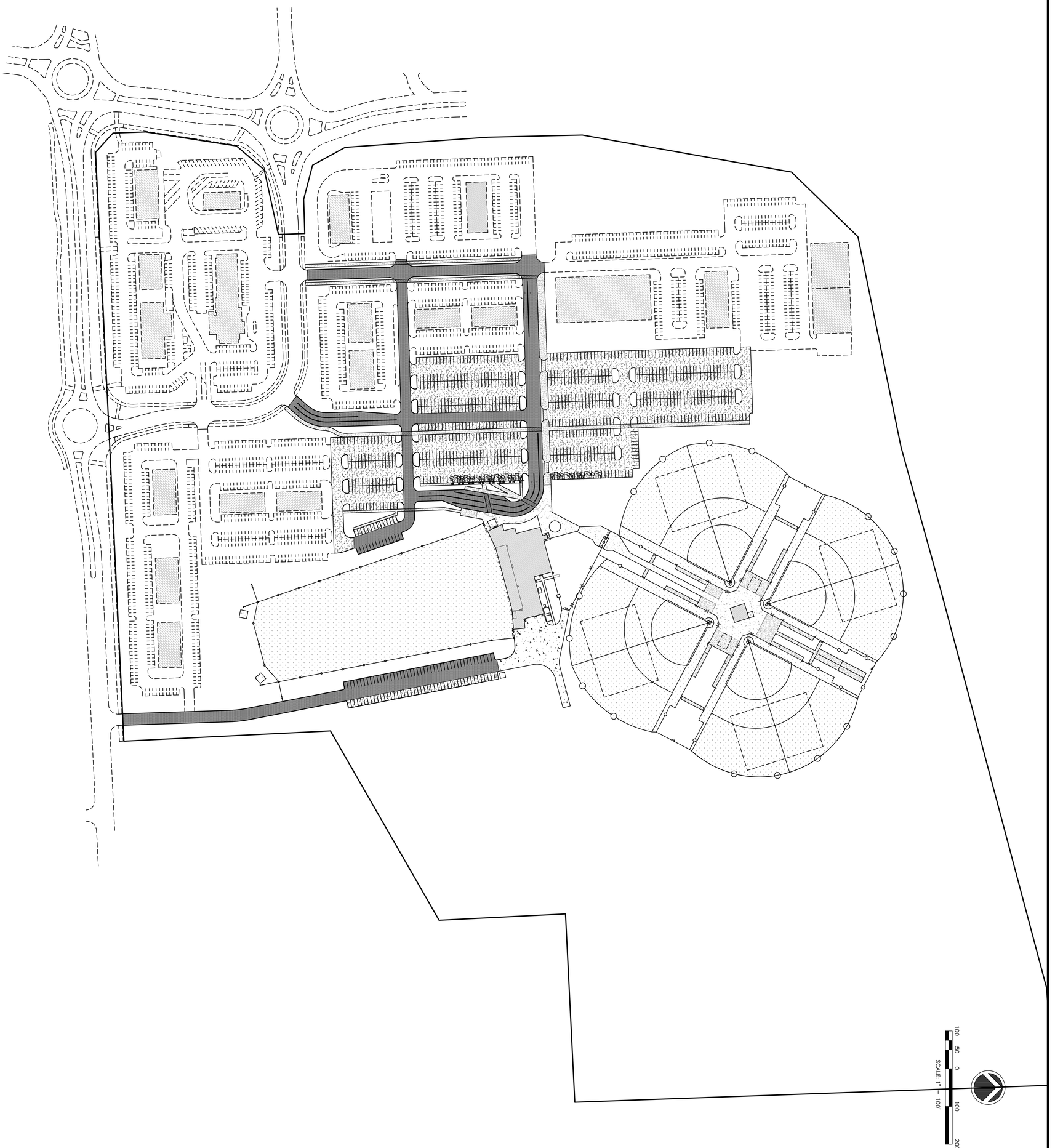
I hereby certify that this plan was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature 07/26/2022 Date

Jason L. Holdorf
License No. 17137
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: THIS SHEET

Tuesday, December 27, 2022 2:20:54 PM
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FOREST GROVE DEVELOPMENT

BETTENDORF, IA

OVERALL SITE PLAN

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

REVISIONS

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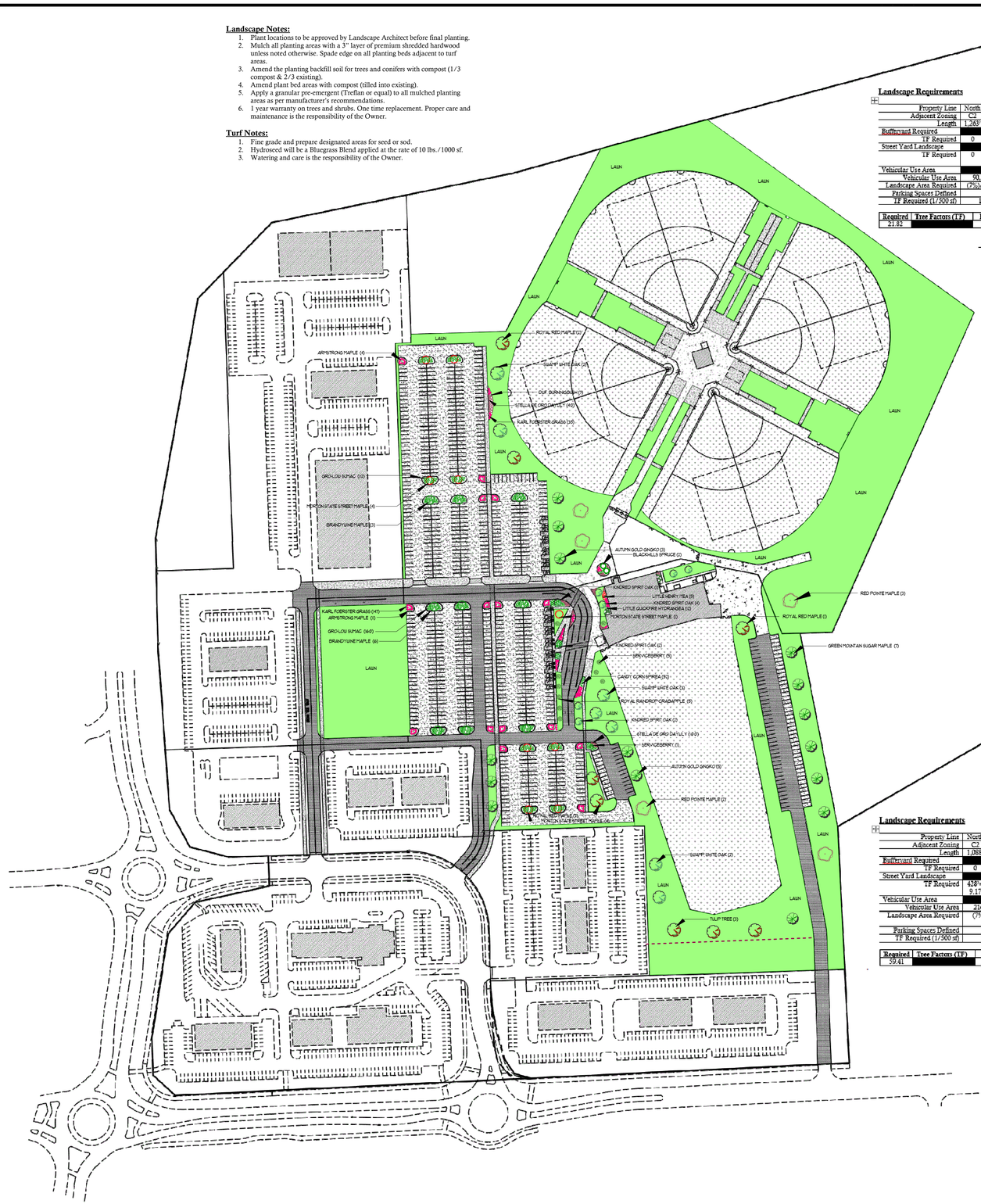
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Sheet 1 of 1

Landscape Notes:

1. Plant locations to be approved by Landscape Architect before final planting.
2. Mulch all planting areas with a 3" layer of premium shredded hardwood unless noted otherwise. Spade edge on all planting beds adjacent to turf areas.
3. Amend the planting backfill soil for trees and conifers with compost (1/3 compost & 2/3 existing).
4. Amend plant bed areas with compost (tilled into existing).
5. Apply a granular pre-emergent (Treflan or equal) to all mulched planting areas as per manufacturer's recommendations.
6. 1 year warranty on trees and shrubs. One time replacement. Proper care and maintenance is the responsibility of the Owner.

Turf Notes:

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



Landscape Requirements

Property Line	North	South	East	West
Adjacent Zoning	C2	C2	C2	C2
Length	1,283'	938'	1,555'	1,085'
Bufferyard Required				
TF Required	0	0	0	0
Street Yard Landscape				
TF Required	0	428'= 9.17	0	0

Vehicular Use Area	
Vehicular Use Area	90,322 SF
Landscape Area Required	(7%)/6,325 SF
Parking Spaces Defined	387
TF Required (1/300 sf)	14.89

Required	Tree Factors (TF)	Provided
21.82		22.00

Quant.	Plant Name:	Size
Canopy & Understory Trees:		
4	Armstrong Maple	2" cal.
3	Brandywine Maple	2" cal.
4	Morton State Street Maple	2" cal.
3	Autumn Gold Gingko	2" cal.
3	Red Pointe Maple	2" cal.
2	Swamp White Oak	2" cal.
2	Royal Red Maple	2" cal.
2	Blackhills Spruce	6-7' tall
Shrubs/Grasses:		
112	Gro-Low Sumac	5 gal
7	Dwf. Burningbush	5 gal
35	Karl Foerster Grass	5 gal
35	'Stella de Oro' Daylily	1 gal

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

Landscape Requirements

Property Line	North	South	East	West
Adjacent Zoning	C2	C2	C2	C2
Length	1,088'	1,201'	924'	883'
Bufferyard Required				
TF Required	0	0	0	0
Street Yard Landscape				
TF Required	428'= 9.17	386'= 8.27	0	541'= 11.59

Vehicular Use Area	
Vehicular Use Area	216,965 SF
Landscape Area Required	(7%)/15,188 SF
Parking Spaces Defined	200
TF Required (1/500 sf)	30.38

Required	Tree Factors (TF)	Provided
59.41		59.50

Quant.	Plant Name:	Size
Canopy & Understory Trees:		
11	Armstrong Maple	2" cal.
6	Brandywine Maple	2" cal.
5	Morton State Street Maple	2" cal.
5	Autumn Gold Gingko	2" cal.
2	Red Pointe Maple	2" cal.
3	Royal Red Maple	2" cal.
7	Green Mountain Sugar Maple	2" cal.
3	Tulip Tree	2" cal.
7	Kindred Spirit Oak	2" cal.
5	Swamp White Oak	2" cal.
6	Serviceberry – clump	6-7' MS
5	Royal Raindrop Crabapple	1.5"cal.
Shrubs/Grasses:		
160	Gro-Low Sumac	5 gal
5	Little Henry Itea	5 gal
147	Karl Foerster Grass	5 gal
12	Little Quickfire Hydrangea	5 gal
52	Candy Corn Spirea	5 gal
100	'Stella de Oro' Daylily	1 gal

TOM P. WILKERSON
REGISTERED LANDSCAPE ARCHITECT
IOWA #00402

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

REVISIONS

No.	DESCRIPTION	DATE

GREENSPACE ASSOCIATES

FOREST GROVE DEVELOPMENT
BETTENDORF, IA

LANDSCAPE PLAN

IMEG Project No: 21003795.00
File Name:

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Checked By:
Date: 01/20/23

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

January 18, 2023 Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 23-005
Application: Site Development Plan Modification – Golf Venue and Multi-sport fields
Location: East of Middle Road and north of Forest Grove Drive
Legal Description: Proposed Lots 3 & 4, FG 80 Holdings Second Addition (Parcel ID #840207105)
Applicant: Kevin Koellner DBA Focus Real Estate Development
Zoning: C-3, General Business District
Future Land Use: CC, Community Commercial

Background Information and Facts

The applicant, Kevin Koellner, has submitted a major modification to a previously-approved site development plan for an area located on Lot 3 and Lot 4 of the proposed FG 80 Holdings Second Addition and situated north of Forest Grove Drive and east of Middle Road (see Aerial – Attachment A). The previously- approved site development plan (see Case No. 22-059 Site Development Plan – Attachment B) was reviewed and approved by the Planning and Zoning Commission and City Council. The proposed site development (see Case No. 23-005 Site Development Plan – Attachment C) plan includes the following modifications:

- Lowered the total square footage of the golf venue by 14% (9,928 square feet)
- Reduced the size of the concession stand building by 45% (2,000 square feet)
- Reconfigured parking locations
- Lowered the provided off-street parking by 27% (325 parking spaces)
- Reconfigured landscape plan to accommodate site plan modifications

All other characteristics of the development remain unchanged, thus staff will only be reviewing and analyzing the thoroughfare plan, pedestrian access, off-street parking, and landscaping. Other analysis can be found in the Case No. 22-059 Staff Report found in the August 17, 2022 Planning and Zoning Commission Meeting Packet.

Thoroughfare Plan & Pedestrian Access

Vehicle access is shown via two entrances via Competition Drive and two entrances off via Iron Tee Way private drive lane. East of the golf venue, an employee and maintenance access is provided which traverses Lot 1 of FG 80 Holdings Second Addition and connects to Forest Grove Drive. A multi-lane drop-off area is located on the northeast corner of the parking area. The drop-off area is positioned near the main entrance of the golf venue and the pedestrian walk path leading to the four multi-sport turf fields.

Newly-added and reconfigured Lots 2, 6, and 7 in the proposed in FG 80 Holdings Second Addition are now located west and south of the golf venue parking lot. These lots will contain future commercial developments and are accessed via parking lot drive lanes (see Overall Site Plan Concept – Attachment D).

An 8-foot wide, multi-use path is shown on both sides of Competition Drive and Iron Tee Way private drive lane located west of Lot 6 and Lot 7. Additional interior sidewalks are shown in the parking lot area. Larger paved pedestrian areas and plazas are located north of the parking lot and near the drop-off area. Staff contends both the golf venue on Lot 3 and the multi-sport turf fields on Lot 4 have great bike-pedestrian access and connectivity.

The City will provide snow plowing and maintenance for Competition Drive. Maintenance for all other drive lanes and parking lots will be the responsibility of the developer and/or future owners.

Off-Street Parking

On September 8, 2022 the Board of Adjustment granted an exception to the off-street parking requirements for a high-impact commercial recreational use (golf venue and multi-sport field complex)(Case No. 22-065). The decision for this granted exception cited the currently adopted off-street parking schedule's inadequacy for contemplating parking requirements for this development due to the unique scale, mixture of uses, location, and overall configuration. The Board of Adjustment determined the applicant's submitted calculations based on research and analysis of similar developments as a better source for determining parking requirements on the site.

The previously-approved site development plan showed a total of 1,186 off-street parking spaces. This was based on the similar TBK Sports Complex development located west of Middle Road.

Upon modification, the applicant reassessed the required parking by looking at more comparable golf venue developments located in other cities (see Iron Tee & Multisport

Fields Parking Comps – Attachment E). This reassessment lowered the number of parking spaces provided to a total to 861, including 24 ADA stalls. The amount provided is well above the range of 313-517 parking spaces provided in comparable establishments which have similar mixed uses, floor areas, and number of golf tee bays. In addition, the applicant has planned for enough shared parking spaces located on adjacent Lots 2, 6, and 7.

The location of the off-street parking areas associated with the golf venue and multi-sport fields has also changed from the previous site plan. A larger portion of the parking lot is located near the multi-sport fields with the intention of segregating the golf venue customers and the multi-sport field visitors.

Staff contends the more comparable parking calculations, the reconfiguration of parking locations, and the ability to use shared parking on Lots 2, 6, and 7 are sufficient for the proposed development.

Landscaping

The previously submitted landscape plan showed a total of 73 tree factors which met the code requirement of 72 for this site. Due to the site reconfiguration and changes to vehicular use areas, the landscape plan will need to be updated to accommodate the changes prior to City Council approval.

Staff Recommendation

Staff recommends approval of the Site Development Plan Modification – Golf Venue and Sport Fields located on proposed Lots 3 and 4 of FG 80 Holdings Second Addition with the following conditions:

1. Future developments on Lots 2, 6, and 7 of FG 80 Holdings Second Addition shall provide a sufficient amount of off-street parking to allow for a minimum of 10% shared parking between lots 3 and 4.
2. An updated landscape plan be submitted and reviewed by staff prior to approval by City Council.

Respectfully submitted,

Taylor Beswick
City Planner

February 1, 2023

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

SUBJECT: Planning and Zoning Commission's decision on the amended final plat of FG 80 Holdings Second Addition, submitted by Focus Real Estate Development. (Case 23-003)

Planning and Zoning Commission's decision on the amended final plat of FG 80 Holdings Third Addition, submitted by Focus Real Estate Development. (Case 23-004)

Planning and Zoning Commission's decision on the amended site development plan for Lots 3 and 4, FG 80 Holdings Secondd Addition, submitted by Focus Real Estate Development. (Case 23-005)

Honorable Mayor and Members of the City Council:

On January 21, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named amended final plats and 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

8. Case 23-005; Lots 3 and 4, FG 80 Holdings Second Addition, submitted by Focus Real Estate Development.

Beswick reviewed the staff report.

Gannaway asked for clarification of how the determination is made as to whether an exception or a variance is required by the Board of Adjustment. Beswick explained that a variance addresses a request for a specific numeric reduction such as for a required setback or number of parking spaces. He added that because in this instance the code does not provide a metric by which the required number of parking spaces for such a unique development could be calculated, an exception was given based on the Board's acceptance of the applicant's research of similar facilities in other cities. Curran explained that the code specifically states that the Board has the authority to waive or reduce the parking and loading requirements for a development. He added that because of the unique nature of the area, the granting of the exception is consistent with the code. He stated that in addition, approval of a variance request requires that the applicant establish a hardship that would justify granting it but that establishment of a hardship is not required for an exception. Hunt commented that intent of the exception that was granted by the Board is still met, adding that the reconfiguration of the site will improve interior traffic circulation.

Wennlund asked if there will be other development on the lots involved in the shared parking arrangement or if those lots would just contain parking. Beswick explained that the overall concept plan shows proposed building layouts in addition to parking spaces for those lots. He added that the required number of parking spaces would be evaluated as part of the site development plan review, adding that the code allows shared parking only for uses with different peak hours of operation. Beswick stated that the condition was included so that the developer is aware of the requirement at such time as development occurs on those lots. Morlok added that the shared parking arrangement will only work one direction. He explained that when development occurs on those lots, the developer will not be allowed to count spaces from Lots 3 and 4 in order to make up for any lack in the required number of spaces.

A brief discussion was held regarding the method that was used to calculate required parking spaces for the overall development.

Kevin Koellner, the applicant, explained that one of the benefits of the reconfiguration of the parking areas is that it allows for the spaces to be more proximate to the golf and sport fields which is more convenient for customers who are visiting only one of the venues. He added that the facility has been downsized by removing some of the non-productive square footage along with some of the seating. He commented that if it becomes necessary, there are areas to the north and west where additional parking spaces could be added.

> On motion by Gannaway, seconded by Wennlund, that the amended site development plan for Lots 3 and 4, FG 80 Holdings Second Addition be approved subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: February 7, 2023
REQUESTED BY: Mark Hunt

ITEM TITLE:

- Resolution reappointing members of the City of Bettendorf's Board of Appeals.
- Resolution reappointing members of the City of Bettendorf's Electrical Commission.
- Resolution reappointing members of the City of Bettendorf's Mechanical Board of Appeals.

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

It is the desire of the City Council to make reappointments to the Board of Appeals, Electrical Commission, and Mechanical Board of Appeals. The terms of the involved members of the various Boards expired on November 19, 2022; this action will establish and confirm a new term expiration date of November 19, 2024.

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

NA

List Attachments.

Resolutions.

RESOLUTION NO. ____- 23

RESOLUTION REAPPOINTING THE MEMBERS OF THE CITY OF BETTENDORF'S BOARD OF APPEALS

WHEREAS, the terms of the members of the City of Bettendorf's Board of Appeals expired on November 19, 2022; and

WHEREAS, it is the desire of the City Council to reappoint these members and establish a term expiration date of November 19, 2024; and

WHEREAS, it is the recommendation of the Mayor that the following members of the Board of Appeals be reappointed by the City Council:

Victor Dibbern
Tim Downing
Calisse McPherson
Carey Nowack
Steve Sinner

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Victor Dibbern, Tim Downing, Calisse McPherson, Carey Nowack, and Steve Sinner are hereby reappointed to the Board of Appeals for a term to expire on November 19, 2024.

PASSED, APPROVED, AND ADOPTED this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

RESOLUTION NO. ____- 23

**RESOLUTION REAPPOINTING
MEMBERS OF THE CITY OF BETTENDORF'S
ELECTRICAL COMMISSION**

WHEREAS, the terms of several of the members of the City of Bettendorf's Electrical Commission expired on November 19, 2022; and

WHEREAS, it is the desire of the City Council to reappoint these members and establish a term expiration date of November 19, 2024; and

WHEREAS, it is the recommendation of the Mayor that the following members of the Electrical Commission be reappointed by the City Council:

Erik Rasmussen
Floyd Bruns
Bruce Wetzel
Randy Speth

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Erik Rasmussen, Floyd Bruns, Bruce Wetzel, and Randy Speth are hereby reappointed to the Electrical Commission for a term to expire on November 19, 2024.

PASSED, APPROVED, AND ADOPTED this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

RESOLUTION NO. ____- 23

RESOLUTION REAPPOINTING THE MEMBERS OF THE CITY OF BETTENDORF'S MECHANICAL BOARD OF APPEALS

WHEREAS, the terms of the members of the City of Bettendorf's Mechanical Board of Appeals expired on November 19, 2022; and

WHEREAS, it is the desire of the City Council to reappoint these members and establish a term expiration date of November 19, 2024; and

WHEREAS, it is the recommendation of the Mayor that the following members of the Mechanical Board of Appeals be reappointed by the City Council:

Sheryl Garton
Hong Le
Tim Smith
Bill Swaim, Jr.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Sheryl Garton, Hong Le, Tim Smith, and Bill Swaim, Jr. are hereby reappointed to the Mechanical Board of Appeals for a term to expire on November 19, 2024.

PASSED, APPROVED, AND ADOPTED this 7th day of February, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: February 7, 2023
REQUESTED BY: Kim Kidwell

VISION:

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

ITEM TITLE: RESOLUTION AUTHORIZING THE CULTURE AND RECREATION DIRECTOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH WASTYN & ASSOCIATES FOR STRATEGIC PLANNING SERVICES

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

During Goal Setting the Council identified a target for an updated Parks Master Plan and related strategic plan. Staff has had previous experience with Wastyn & Associates and believes that a combination of a strategic plan combined with an updated master plan (to be approved at a later council meeting) will provide the Parks Advisory Board with important guidance moving forward.

RECOMMENDATION: Staff recommends approval of the Professional Services Agreement with Wastyn & Associates.

BUDGET: The current capital plan for Culture and Recreation has $40,000 budgeted for this project. The combination of these two plans (new strategic plan and updated master plan) is now estimated at $30,000. Staff recommends use of the Wastyn & Associates (the resolution at hand; $15,000 expense) and Bi-State Regional Commission for the updated master plan.

ATTACHMENTS:

- Resolution
- Professional Services Agreement
- Wastyn & Associates Proposal

RESOLUTION _____ - 23

RESOLUTION AUTHORIZING THE CULTURE AND RECREATION DIRECTOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH WASTYN & ASSOCIATES FOR STRATEGIC PLANNING SERVICES

WHEREAS, during Goal Setting the Council identified a strategic planning recommendation for the new Parks Advisory Board to create a new master plan, including strategic planning related thereto; and

WHEREAS, staff recommends a combination of adopting the proposal from Wastyn & Associates for strategic planning services and, once completed, the update to the current master plan; and

WHEREAS, Culture and Recreation Department has $40,000 budgeted for the strategic plan and updated master plan, and currently, the total expense for the combination of the strategic plan and updated master plan is $30,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that the Culture and Recreation Director, or her designee, is authorized to sign a Professional Services Agreement with Wastyn & Associates for strategic planning for an updated Parks and Recreation Master Plan.

PASSED, APPROVED AND ADOPTED this 7th day of February 2023

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____, by and between the City of Bettendorf, Iowa, a municipal corporation (the "City") and Wastyn & Associates (the "Service Provider") as follows:

1. SCOPE OF SERVICES. The City hereby agrees to retain the Service Provider, and Service Provider hereby agrees to perform the services set forth in the letter from Service Provider dated January 23, 2023, attached hereto as Exhibit A (the "Services").

2. [Intentionally Omitted]

3. COMPENSATION

   A. In consideration of the Services the City agrees to pay the Service Provider as set forth in the Fee Schedule section of Exhibit A.

   B. In consideration of said payments, the Service Provider agrees to perform all Services in accordance with the standard of care in Section 7 and satisfaction of the City. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Service Provider agrees to pay for the same in full; and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

4. INSURANCE

   A. Service Provider understands and agrees that Service Provider shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Service Provider shall provide insurance coverage for and on behalf of Service Provider that will sufficiently protect Service Provider agents, employees, servants, or other personnel, in connection with the services or work which are to be provided by Service Provider pursuant to this agreement, including protection from claims for bodily injury, death, property damage, and lost income. Service Provider shall provide worker's compensation insurance coverage for Service Provider and all Service Provider personnel. Service Provider shall file applicable insurance certificates with the City, and shall also provide evidence of the following coverage.

   B. The Service Provider shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 each aggregate personal injury and/or death; and $1,000,000 for each property

damage accident. The evidence shall state the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Service Provider shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall state the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Service Provider shall provide evidence of errors and omissions insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 per claim/annual aggregate for claims arising out of the professional errors and omissions of the Service Provider. The evidence shall state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

E. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Service Provider with reasonable promptness in accordance with the Service Provider's information and belief.

5. NOTICE. Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:		FOR THE SERVICE PROVIDER:
Name:	City of Bettendorf	Name:
Attn:	Director of Culture and Recreation	Attn:
Address:	2900 Learning Campus Drive	Address:
City, State:	Bettendorf, IA 52722	City, State:

6. GENERAL COMPLIANCE. In the conduct of the Services, the Service Provider shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Service Provider must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE. Services provided by the Service Provider under this Agreement shall be performed in a manner consistent with that degree of care

and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR. Service Provider understands and agrees that the Service Provider and Service Provider's employees, agents, servants, or other personnel are not City employees. Service Provider shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Service Provider or any of Service Provider's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Service Provider nor Service Provider's employees, agents, servants, or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION. Service Provider will not discriminate against any employee or applicant for employment, because of race, color, sex, national origin, religion, age, handicap, or veteran status. Service Provider will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Service Provider will cooperate with the City in using Service Provider's most reasonable efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this agreement.

10. HOLD HARMLESS. Service Provider agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss, to the extent due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom Service Provider is legally liable.

11. ASSIGNMENT. Neither party shall not assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the other party.

12. APPROPRIATION OF FUNDS. The funds appropriated for this agreement are equal to or exceed the awarded contract amount. Performance of the City's obligations under this Agreement are expressly subject to appropriations of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this agreement, or appropriated funds may not be expended due to City spending limitations, then the City may terminate this Agreement without further compensation to the Service Provider.

13. AUTHORIZED AMENDMENT TO AGREEMENT

A. The Service Provider and the City agree and acknowledge as part of this Agreement, that no amendments to this Agreement, or other form or order or directive, may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for this Agreement, unless the Service Provider has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.

B. The Service Provider and the City further agree and acknowledge as part of this Agreement that no Agreement amendments, or other form or order or directive which requires additional compensable work to be performed under this agreement, shall be issued by the City unless funds are available to pay such additional costs, and the Service Provider shall not be entitled to any additional compensation for any additional compensable work performed under this agreement, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing the additional work, the Service Provider was given a written amendment describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which amendment was signed by the authorized City representative. It is the Service Provider's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment to this agreement. If there are any questions by the Service Provider, they should be directed to the City Attorney.

14. OWNERSHIP OF SERVICE PROVIDER DOCUMENTS. All sketches, tracings, plans, specifications, reports, design calculations, and other data prepared under this Agreement shall become the property of the City; and a reproducible set, two printed sets and electronic file of all materials, shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Service Provider. Documents prepared under this Agreement are not intended for use other than on the project described in the Agreement. The Service Provider shall not be responsible for injuries or damages sustained as a result of reuse.

15. INTERPRETATION. No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the agreement. The laws of the State of Iowa shall govern this Agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this Agreement shall be exclusively in the District Court for Scott County, Iowa.

16. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT. Service Provider represents that the Service Provider has complied with the United States Immigration and Control Act of 1986. All persons employed by the Service Provider for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

17. SOLICITATION AND PERFORMANCE

    A. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that the Service Provider has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

    B. The Service Provider shall not engage the service of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

    A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Service Provider, and shall be effective as of the date established in the suspension notice. Payment for Service Provider's services shall be made by the City for services performed to the date established in the suspension notice. Should the city reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Service Provider.

    B. Upon ten (10) days written notice to the Service Provider, the city may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Service Provider make it impossible or against the City's interest to complete the Agreement. In such case, the Service Provider shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

    C. The City may also terminate this Agreement at any time if it is found that the Service Provider has violated any term or condition of this Agreement or that Service Provider has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Service Provider, the City will give ten (10) days written notice to the Service Provider of the City's intent to terminate the Agreement. Service Provider shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Service Provider had the Agreement not been terminated and work completed in accordance with contract documents.

19. TAXES. The Service Provider shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Service Provider shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and, therefore, not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS. Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonable request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, no other counterpart needing to be produced, an all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

SERVICE PROVIDER	CITY OF BETTENDORF
_____	
(Corporate Name)	
By: _____	By: _____
Name: _____	
Title: _____	

Exhibit 1

Attached letter dated January 23, 2023

WASTYN & ASSOCIATES

Making Ideas Happen Through Integrated Fundraising Consulting

January 23, 2022

Kim Kidwell
Director, Bettendorf Parks and Recreation
2204 Grant Street
Bettendorf, IA 52722

Dear Kim:

We enjoyed talking with you about Bettendorf Parks and Recreation and your desire to begin a strategic planning process. As you can tell, we have a passion for this type of work and working with organizations to help them plan their desired future.

As promised, this letter describes our approach to facilitating a strategic planning process and outlines our qualifications, previous experiences, and cost.

Strategic Planning for Bettendorf Parks and Recreation

A formal strategic planning process allows your staff and appropriate stakeholders to discuss Bettendorf Parks and Recreation's mission, aspirations, perceptions, and community needs to develop a specific plan that outlines the best way to achieve your aspirations. With many needs and opportunities available to you, engaging in a strategic planning process allows you to focus on the best options for Bettendorf Parks and Recreation and your community.

When we facilitate a strategic planning process, we believe in a participative and inclusive process. While many voices and diverse views can make a process like this "messy," it provides the best opportunity to examine the many sides of an issue to arrive at a shared truth. We also believe that people buy into a decision when they fully understand its rationales; that shared understanding comes when they help to shape that decision. People who help create a decision – or shape a particular future for Bettendorf Parks and Recreation – have a vested interest in assuring its success. To us, creating a shared vision and understanding of Bettendorf Parks and Recreation's future through an open, honest, and inclusive process becomes a primary outcome.

The foundation for developing a strategic plan lies in Bettendorf Parks and Recreation's mission and aspirations for the future. An organization needs a firm understanding of who they are and what they value before they can decide how to design their future. Reminding people of that mission becomes an important first step in any planning process we facilitate to assure that everyone keeps that mission at the forefront of the discussion. Likewise, a shared understanding of the future you desire helps you make decisions that move you toward that future. Working with participants to develop or articulate a shared vision of the future becomes an important second step as a way of achieving your mission.

Our goal for any strategic planning process is to help your staff and board situate themselves within their broader environment. Bettendorf Parks and Recreation's environments include things like Bettendorf's demographics, changes in recreational expectations and options, the economy, and similar issues. Discussing these environmental factors as a group and the positive or negative impacts they may have on Bettendorf Parks and Recreation in the coming years provides your strategic planning committee with a broad and intimate knowledge of the environment (both immediate and global) in which the organization resides, an important precursor to acting strategically when responding to future opportunities or challenges.

To gather this information, we recommend that we hold a series of focus groups followed by a survey of your constituents, partners, and interested community members to better understand their perceptions of your organizational strengths, weaknesses, opportunities, and threats as well as unmet community needs that you might undertake. In our experience, asking the people you serve what you do well and where you can improve provides a much more accurate and comprehensive review than gathering this information by brainstorming at a planning meeting.

Each focus group would last approximately 60 minutes at different days and times to maximize participation. Depending on the state of public health, we can host these focus groups virtually or in person with appropriate precautions. We use the ideas generated from the focus groups to create an online survey to send more broadly to validate focus group findings. We add objective data from Bettendorf Parks and Recreation like we discussed (e.g., number of users, financials) to this collected information to prepare a written environmental scan report that summarizes these data for the strategic planning team.

Once we have these data collected, we recommend about 12-15 hours of work sessions (divided across 2-3 days) at which the strategic planning team discusses the results of the environmental scan and prioritizes the strengths that Bettendorf Parks and Recreation can best build upon, weaknesses that can have a serious negative impact on your future, and external factors that might present the greatest opportunities or threats. Concentrating on the most critical issues – what we call the "5% issues" or those in which the board and leadership team rank Bettendorf Parks and Recreation in the top or bottom 5% compared to your peers – provides clarity on truly important issues that you need to resolve and the nuisances with which you can live or need to monitor.

At the first work session, we discuss your mission, aspirations, and values and then use the results of this prioritized environmental scan to develop strategic issues. Strategic issues prevent Bettendorf Parks and Recreation from achieving its vision. We begin this part of the process by discussing ways to leverage your strengths to overcome your weaknesses, take advantage of opportunities, or mitigate threats. The items identified in this discussion become your strategic issues and long-term goals which serve as the foundation for the strategic plan.

This type of process differs from operational thinking and decision making in the scope of the issues discussed. Strategic issues will make a substantive difference to the health and vitality of Bettendorf Parks and Recreation five or ten years from now – those things that will help the organization move to its next level of excellence. Operational issues, on the other hand, are important for the daily management of the enterprise, but focusing on them at the exclusion of the strategic issues can bog a leadership team down

in the details, not allowing the organization to rise to its potential. While not losing sight of important operational issues that may arise during this discussion, we keep your team focused on those strategic issues that will most significantly impact your future.

The strategic issues become the overarching framework against which you measure all other issues to determine their importance; they become the metrics by which future decisions – including financial ones – get made. They also serve as the guiding questions to develop your strategic plan or the specific tactics you plan to implement over the next 3-5 years to move you closer to your vision.

At the second meeting, we use these strategic issues to guide the development of tactics – or specific action steps – to resolve them. This serves as your plan for the next 3-5 years. That way, your tactics have a foundation in your mission, move you toward your desired future, and build upon your strengths while taking advantage of opportunities or overcoming potential threats to organizational health rather than coming from the "pet projects" of participants which too often happens during a planning process. We dedicate time during this work session to develop the specific tactics of your plan for moving toward your vision over the next year to 18 months with broader goals identified for the time horizon from 18 months to 5 years. For these specific tactics, we also identify infrastructure and resources needed to achieve each tactic (e.g., human capital, space, technology, financial resources); develop an implementation timetable with specific measurable benchmarks, objectives, and tasks to achieve each goal; and create clear outcomes to measure organizational and strategic effectiveness, impact, and success.

Because any such environmental analysis provides a snapshot that becomes outdated as soon as we create it, this process focuses on both product (a set of strategic initiatives with clearly articulated implementation and accountability steps) and process (movement toward becoming a learning organization that can quickly recognize and adapt to its changing environment). Thinking about and discussing ideas within their broader environmental contexts provide participants with the opportunity to think about relationships between ideas that they may not have seen previously. Allowing participants to have their "ah-ha" moment is important. When we facilitate a strategic planning process, we help participants become more strategic thinkers by challenging assumptions and asking people to draw these connections.

To summarize, we envision a strategic planning process for Bettendorf Parks and Recreation that proceeds through six steps:

- Review your mission statement
- Discuss your aspirations and review and possibly refine your vision statement
- Identify and articulate environmental factors that impact or will impact Bettendorf Parks and Recreation using data from focus groups, a constituent survey, and internal metrics
- Identify and prioritize strategic issues: those factors from the environment that prevent Bettendorf Parks and Recreation from realizing its vision or ideal future
- Develop specific action steps (with persons responsible, budgets, timelines, and evaluation) to overcome these strategic issues
- Develop and execute an implementation and evaluation process to regularly assess the ability of the plan to move Bettendorf Parks and Recreation toward its vision

While the initiatives you identify as most important for achieving your vision serve as a critically important part of strategic planning, equally important – if not more so – is the process you use to reach consensus on these initiatives. A well-designed and executed process builds group cohesion and trust, strengthens organizational loyalty and knowledge, and reinforces positive team dynamics. A poorly executed process, on the other hand, leads to frustration and disengagement with each other and the resultant strategies. Because of that, we spend a lot of time assuring a healthy group process. We spend the time needed to achieve consensus – without getting overly involved in unimportant details. We help participants look at the underlying assumptions of their positions to find consensus or compromise where they may not have realized commonality existed.

Wastyn & Associates' Qualifications to Facilitate this Process

The Wastyn & Associates strategic planning team comes to Bettendorf Parks and Recreation with a wealth of direct experience as well as education in group processes, argument, and nonprofit management that provides us with the background and experience to successfully lead you through these exercises. With more than 70 years of combined professional experience, we understand the nonprofit and philanthropic sectors, both regionally and nationally.

Since opening in August 2011, Wastyn & Associates has worked with more than 160 organizations in the Quad Cities and around the country on strategic planning, grant writing, fundraising planning and implementation, and leadership and board development. This work has included facilitating a strategic planning process for more than 40 organizations, including Bettendorf Family Museum, Bettendorf Library, Spring Forward, Arrowhead, One Eighty, and YWCA of the Sauk Valley. These clients will tell you that we build common understanding and work toward consensus among board and staff participants.



Ron Wastyn, Ph.D., will co-lead this effort and serve as your primary contact. Ron joined Wastyn & Associates full-time in July 2022 after a 35-year career teaching leadership and communication, the last 25 years at St. Ambrose University where he helped develop and lead the Master of Organizational Leadership Program. The courses he taught allowed individuals to strategize and accomplish needed organizational change. Ron has facilitated corporate and nonprofit leadership training, served on the St. Ambrose strategic planning committee, and routinely facilitates focus groups and other strategic conversations, including recent work with Moline Community Development Corporation as part of the Wastyn & Associates team.



M. Linda Wastyn, Ph.D., CFRE, GPC, will co-lead this effort with Ron. Linda served as a member of the St. Ambrose strategic planning team for nine years, leading that process for six years during which she redesigned it to become more inclusive, deliberative, and strategic. She has also taught strategic planning classes for the Master of Strategic Communication Program at the University of Iowa and Master of Organizational Leadership program at St. Ambrose University and facilitated strategic planning processes for more than 40 organizations over the last 11 years as Wastyn & Associates.

Taken together, you fill find that we have the practical and theoretical foundations to lead Bettendorf Parks and Recreation through these processes.

Fee Schedule

Contracting for the services as outlined in this proposal will cost a total not to exceed $15,000 for which we will:

- Conduct up to 20 focus groups, community listening sessions, or individual interviews, recorded and transcribed to capture the information shared
- Write, administer, and evaluate an online survey of your key constituents
- Review internal data provided by you
- Write an Environmental Scan report that summarizes the findings of the focus groups, survey, and internal data
- Facilitate 12-15 hours of discussions with your planning committee to help you create your strategic plan

This fee represents an expanded number of focus groups and data review with the final cost dependent upon the total number of focus groups or community listening sessions we decide to hold. We will work with the City of Bettendorf Communication Team to maximize input from residents, including distributing focus group invitations and the survey and collecting data using ZenCity and Alert Iowa.

As part of any strategic planning contract, we stay with you for one year following the development of the plan to help with evaluation and implementation, namely by attending board or strategic planning review sessions quarterly.

Once you have reviewed this proposal, we will happily answer any questions you have.

We look forward to hearing from you and hopefully working with you to implement your very important mission.

Sincerely,

Ronald O. Wastyn, Ph.D.
Vice-President and Senior Leadership Consultant

M. Linda Wastyn, Ph.D., CFRE, GPC
President

COUNCIL LETTER

MEETING DATE: February 7, 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 GREATCOMMUNITY.

ITEM TITLE: RESOLUTION APPROVING LIQUOR LICENSE RENEWALS AND REQUESTS

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

The Licensing of businesses contribute to the mission of a growing, competitive business environment. The applicants Twin Span Brewing, Big 10 Mart #69, Azteca III, Tobacco 4 Less, Stout's Irish Pub, Hop N Shop Mart, The Q, Dollar General Stores #10776 and #1797, and The Vintage Pop-Up Wine Bar 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_____- 23

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:

Twin Span Brewing, Big 10 Mart #69, Azteca III, Tobacco 4 Less, Stout's Irish Pub, Hop N Shop Mart, The Q, Dollar General Stores #10776 and #1797, and The Vintage Pop-Up Wine Bar

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 7th day of February 2023

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	GENERAL FUND	00100002330000		WAGEWORKS	01/04/2023	2300375	INV4587206	3,407.04	flex claims
		00100003951700		SCOTT COUNTY RECORDER	02/08/2023	120205	2022-00012817	63.00	BOND RECORDING FEES YOUSS I (9)
		00100001410600		QUADIENT FINANCE USA, INC	02/08/2023	120189	010323	3,000.00	POSTAGE
		00100002330000		WAGEWORKS	12/28/2022	2300367	INV4569435	3,005.12	FLEX CLAIMS
		00100002330000		WAGEWORKS	01/10/2023	2300374	INV4614357	1,957.19	Flex Claims
	GENERAL FUND - Summary							**11,432.35**	
	LIABILITY CLEARING ACCT.	81000002059900		BETTENDORF POLICE BENEVOLENT FUND	01/27/2023	120081	20230127	102.00	PAYROLL SUMMARY
		81000002052000		CREATING HEALTHIER COMMUINITIES	01/13/2023	2300383	PR 11/18/22	9.00	11/18/22 PAYROLL CONTRIBUTIONS
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	01/13/2023	2300390	1-703-414-608	3,028.87	ILLINOIS STATE W/H TAX
		81000002051500		AMERICAN FUNDS ROTH IRA WIRE	01/13/2023	2300394	0338-1225-60213	25.00	AFTER TAX ROTH IRA CONTRIBUTIONS
		81000002050200		MUNICIPAL FIRE & POLICE	01/13/2023	2300384	01/13 PAY DATEA	43,115.54	CITY SHARE POLICE PENSION
		81000002051100		MUNICIPAL FIRE & POLICE	01/13/2023	2300384	01/13 PAY DATE	16,957.59	EMPLYEE SHARE POLICE PENSION
		81000002051500		LEGALSHIELD	01/27/2023	120087	20230127	85.73	PAYROLL SUMMARY
		81000002052800		ICMA RETIREMENT TRUST - 457	01/13/2023	2300382	PR 01/13/23A	2,656.60	457 LOAN PAYMENTS
		81000002050600		TREASURER,STATE OF IOWA	01/13/2023	2300389	0-002-685-550	29,612.29	01/13 PAY DATE IA W/H TAX
		81000002050400		MUNICIPAL FIRE & POLICE	01/13/2023	2300384	01/13 PAY DATEC	27,544.73	CITY SHARE FIRE PENSION
		81000002051000		IPERS COLLECTIONS	01/13/2023	2300391	12033351A	51,698.17	CITY SHARE IPERS
		81000002052100		CITY OF BETTENDORF	01/27/2023	120083	20230127	17,555.00	PAYROLL SUMMARY
		81000002051500		WASHINGTON NATIONAL LIFE INSURANCE	01/27/2023	120092	20230127	61.10	PAYROLL SUMMARY

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002051000		IPERS COLLECTIONS	01/13/2023	2300391	12033351	34,447.31	EMPLOYEE SHARE IPERS
		81000002052300		PACIFIC LIFE INSURANCE COMPANY	01/27/2023	120090	20230127	247.74	PAYROLL SUMMARY
		81000002059900		IOWA C.O.P.S.	01/13/2023	2300387	DATE 01/13/2023	50.00	01/13 CONTRIBUTIONS
		81000002052300		CITY OF BETTENDORF/125 PLAN	01/27/2023	120084	20230127	4,637.68	PAYROLL SUMMARY
		81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	01/13/2023	2300392	01/13/23 PR	1,000.53	457 CONTRIBUTIONS
		81000002051500		AFLAC	01/13/2023	2300385	PR DATE 01/13	120.58	CI WRAP CONTRIBUTIONS
		81000002059900		MARSHA L COMBS-SKINNER	01/27/2023	120089	20230127	141.24	PAYROLL SUMMARY
		81000002059900		CITY OF BETTENDORF	01/27/2023	120082	20230127	121.41	PAYROLL SUMMARY
		81000002051900		STATE DISBURSEMENT UNIT	01/27/2023	120091	20230127	600.00	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT.	81000002052300		CITY OF BETTENDORF/125 PLAN	01/27/2023	120086	20230127	1,652.27	PAYROLL SUMMARY
		81000002050800		INTERNAL REVENUE SERVICE	01/13/2023	2300388	84393140A	70,026.04	FICA W/H TAX
		81000002051500		AMERICAN FUNDS SERVICE COMPANY	01/27/2023	120079	20230127	50.00	PAYROLL SUMMARY
		81000002051900		COLLECTION SERVICES CENTER	01/13/2023	2300393	2249090	1,825.42	CHILD/SPOUSE SUPPORT
		81000002051500		ICMA RETIREMENT TRUST - 457	01/13/2023	2300382	PR 01/13/23B	3,558.30	AFTER TAX ROTH IRA
		81000002050500		INTERNAL REVENUE SERVICE	01/13/2023	2300388	84393140	84,569.31	FEDERAL W/H
		81000002052200		CITY OF BETTENDORF	01/27/2023	120083	20230127	195.00	PAYROLL SUMMARY
		81000002052000		CREATING HEALTHIER COMMUINITIES	01/13/2023	2300383	PR 01/13/23	9.00	01/13 PAYROLL CONTRIBUTIONS
		81000002052300		ICMA RETIREMENT TRUST - 457	01/13/2023	2300382	PR 01/13/23	58,704.48	457 CONTRIBUTIONS

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002052300		ANCHOR NATIONAL LIFE INSURANCE CO	01/27/2023	120080	20230127	215.97	PAYROLL SUMMARY
		81000002052000		UNITED WAY QUAD CITIES	01/13/2023	2300381	PR DATE 01/13	824.62	01/13/23 CONTRIBUTIONS
		81000002051200		MUNICIPAL FIRE & POLICE	01/13/2023	2300384	01/13 PAY DATEB	10,833.50	EMP SHARE FIRE PENSION
	LIABILITY CLEARING ACCT.	81000002052300		LINCOLN LIFE	01/27/2023	120088	20230127	1,039.10	PAYROLL SUMMARY
		81000002052300		CITY OF BETTENDORF/125 PLAN	01/27/2023	120085	20230127	2,174.74	PAYROLL SUMMARY
		81000002052300		GREAT AMERICAN PLAN ADMINISTRATORS	01/13/2023	2300386	PR DATE 01/13	689.87	01/13 CONTRIBUTIONS
		81000002050900		INTERNAL REVENUE SERVICE	01/13/2023	2300388	84393140B	26,654.50	MEDICARE W/H TAX
	LIABILITY CLEARING ACCT. - Summary							**496,840.23**	
	SEWER UTILITY	52000001130000		KEVIN BLACKALL	02/08/2023	120160	3538 ELM ST	117.25	SEWER REFUND
		52000002211000		TREASURER, STATE OF IOWA	01/20/2023	2300380	2634565A	3,902.27	MONTHLY RETURN SEPT
	SEWER UTILITY - Summary							**4,019.52**	
	SOLID WASTE/RECYCLING ENT	55000002211000		TREASURER, STATE OF IOWA	01/20/2023	2300380	2634565C	47.96	MONTHLY RETURN SEPTEMBER
	SOLID WASTE/RECYCLING ENT - Summary							**47.96**	
	STORM WATER UTILITY	58000002211000		TREASURER, STATE OF IOWA	01/20/2023	2300380	2634565B	3,132.48	MONTHLY RETURN SEPTEMBER
	STORM WATER UTILITY - Summary							**3,132.48**	
- Summary								**515,472.54**	
		40050504802290	CD0105	HDR ENGINEERING, INC.	02/08/2023	120142	1200490280	434.04	#10 TRAFFIC FIBER NETWORK MASTER PLAN 11.27-12.3122
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802299	PW0550	AMERICORE, LLC	02/08/2023	120105	5	16,691.20	PE#5 RETAINAGE 2022 SIDEWALK REPAIR PROG.
		40050504802299	PW0558	LANGMAN CONSTRUCTION COMPANY	02/08/2023	120161	6	18,263.44	PE #6 RETAINAGE KYNNELWORTH DR RECONST.

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		40050504802307	PW0404	GRAYBAR (DATA)	02/08/2023	120137	9330456966	36.48	ELECTRICAL FOR BRIDGE
		40050504802299	CD0114	MID AMERICAN ENERGY DES MOINES	02/08/2023	120170	080822	1,388.22	STREET LIGHT INSTALL 2752 EDDY ST
		40050504807074	CD0080	KTS	02/01/2023	120095	113022	1,170.00	Contract Hours Aug,Sept, Nov 22, 39 Hours
		40050504802299	CD0080	HOLST TRUCKING AND EXCAVATING INC.	01/25/2023	120077	7005	21,760.00	DEMO FLOOD ZONE HOUSES
		40050504802290	PW0562	IMEG CORP	02/08/2023	120151	21003795.06-1	35,880.00	#1 FG80 CONST DESIGN 4.1.22 TO 12.26.22
		40050504802299	PW0568	LOVEWELL FENCING	02/08/2023	120166	64495	419.25	GUARD RAIL INSTALL
		40050504802299	CD0114	MID AMERICAN ENERGY DES MOINES	02/08/2023	120170	080822B	1,295.87	STREET LIGHT INSTALL 2609 & 2715 MAGNOLIA DR
		40050504802299	PW0568	LAWNS UNLIMITED NURSERY	02/08/2023	120162	L22/215	4,600.00	HAULING & PLACING ROCK FOR SPRUCE HILLS
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802307	PW0381	CRESCENT ELECTRIC SUPPLY CO.	02/08/2023	120122	S510935802.001	1,537.38	STREET LIGHT KIT
		40050504802299	PW0533	CDMI CONCRETE CONTRACTORS, INC.	02/08/2023	120115	9	82,585.65	PE #9 RETAINAGE TANGLEWOOD RD RECONST.
		40050504802299	CD0114	MID AMERICAN ENERGY DES MOINES	02/08/2023	120170	080822A	114.29	STREET LIGHT INSTALL 3855 FOREST GROVE DR
		40050504802299	PW0562	HAWKEYE PAVING CORPORATION	02/08/2023	120141	3	64,598.10	PE #3 COMPETITION DR EXT.
		40050504802299	CD0080	HOLST TRUCKING AND EXCAVATING INC.	01/25/2023	120077	101	10,880.00	DEMO 2412 CRESTVIEW DR
		40050504802307	CD0054	MOBOTREX, INC.	02/08/2023	120176	263262	708.00	POLES FOR SPEED SIGNS
		40050504802215	PW0404	SUNBELT RENTALS, INC.	02/08/2023	120213	134412034-0001	1,173.62	LIFT FOR BRIDGE LIGHTS
		40050504802290	PW0562	IMEG CORP	02/08/2023	120151	21003795.07-1	11,520.00	#1 FG80 CONST STAKING 8.1.22 TO 12.29.22
		40050504802290	PW0570	SNYDER & ASSOCIATES, INC.	02/08/2023	120209	122.0373.01-3	9,000.00	#3 RAILROAD QUIET ZONE STUDY THRU 11.30.22
		40050504802299	CD0104	DAVENPORT ELECTRIC CONTRACT	02/08/2023	120124	50604	89,136.69	29TH AND MIDDLE RD TRAFFIC SIGNAL INSTALL

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802215	PW0404	SUNBELT RENTALS, INC.	02/08/2023	120213	134389188-0002	2,188.86	LIFT FOR BRIDGE LIGHTS
		40050504802307	PW0381	SPRINGFIELD ELECTRIC	02/08/2023	120210	S010236623.001	527.94	FUSE HOLDER FOR LIGHTS
		40050504802299	2CD005	CDB UTILITY CONTRACTORS	02/08/2023	120114	7849	14,345.00	BORE FOR FIBER 1200 BLOCK OF DG
		40050504802299	PW0381	VALLEY CONSTRUCTION	02/08/2023	120226	120622	7,089.76	WATER SERVICE RELOCATE ON FG
	CAPITAL PROJECTS - Summary							**397,343.79**	
	ROAD USE FUND	20650504802299	RU0039	CDMI CONCRETE CONTRACTORS, INC.	02/08/2023	120115	8	455.62	PE#8 FINAL 2022 ST RESURFACING
	ROAD USE FUND - Summary							**455.62**	
	STORM WATER UTILITY	58050504992299	SM0144	ACE TREE SERVICE, INC.	02/08/2023	120098	9075	1,200.00	MIDDLE LAGOON STUMPS
		58050504992299	SM0107	MILLER TRUCKING AND EXCAVATING	02/08/2023	120174	3	14,223.99	PE#3 RETAINAGE 2022 STAFFORD CRK STRM REPAIRS
	STORM WATER UTILITY - Summary							**15,423.99**	
CAPITAL PROJECTS - Summary								**413,223.40**	
CITY ADMINISTRATION	GENERAL FUND	00141014602254		TOWNE & COUNTRY MANOR DEV CORP	02/08/2023	120222	REFUNDRENTALLIC	35.00	DOUBLE PAID LIC 12303
		00141014602306		IMPERIAL	02/08/2023	120152	288002:234736	162.90	COFFEE SUPPLIES FOR CITY HALL AND POLICE DEPT.
		00141024612244		MERCHANT SERVICES	01/03/2023	2300378	1222D	153.72	BANKCARD FEES BUSINESS LIC
	GENERAL FUND - Summary							**351.62**	
CITY ADMINISTRATION - Summary								**351.62**	
COMMUNITY DEVELPMENT	GENERAL FUND	00130064161301		ILLOWA CHAPTER OF INTL CODE COUNCIL	02/08/2023	120150	2023 ILLOWA	25.00	ANNUAL DUES TANNER FOX
		00130014542306		CULLIGAN OF DAVENPORT	02/08/2023	120123	0500256	72.70	BOTTLED WATER
		00130034542307		ADVANTAGE ADVERTISING	02/08/2023	120100	2075505AV9	80.84	LOGO SWEATSHIRTS-RANGEL
		00130034542299		HOLST TRUCKING AND EXCAVATING INC.	02/08/2023	120146	6992	15,800.00	DEMO 3403 OVERLAND DR

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
COMMUNITY DEVELPMENT	GENERAL FUND	00130064162244		MERCHANT SERVICES	01/03/2023	2300378	1222A	1,388.92	BANKCARD FEES INSPECTIONS
		00130064162290		HANDICAPPED DEVELOPMENT CENTER	02/08/2023	120140	753632	705.00	SCAN DRAWINGS
		00130034542307		K & K HARDWARE	02/08/2023	120159	217730	19.98	PADLOCK-SECURE HOUSE 836 4TH ST-CHARLESWORTH
		00130064162290		HANDICAPPED DEVELOPMENT CENTER	02/08/2023	120140	753813	1,550.00	SCAN DRAWINGS
	GENERAL FUND - Summary							**19,642.44**	
COMMUNITY DEVELPMENT - Summary								**19,642.44**	
FAMILY MUSEUM	FMLY MUSEUM/ARTS &SCIENCE	55511024942140		CORNER STORE - LEARNING CAMPUS	02/08/2023	120121	112273	51.60	EXHIBIT PROPS
		55511054942334		ULINE, INC.	02/08/2023	120224	80696394	289.06	FRONT DESK SUPPLIES
		55511024942309		FPC CORPORATION	02/08/2023	120135	812319	664.92	GLUE STICKS
		55511014942307		QUADIENT LEASING USA	02/08/2023	120190	N9743251	200.28	POSTAGE METER LEASE
		55511014942244		VANTIV INTEGRATED PAYMENTS	01/05/2023	2300379	1222B	2,831.02	BANKCARD FEES MUSEUM
		55511024942140		CORNER STORE - LEARNING CAMPUS	02/08/2023	120121	112289	359.10	EXHIBIT PROPS
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**4,395.98**	
FAMILY MUSEUM - Summary								**4,395.98**	
FINANCE	CAPITAL PROJECTS	40002094708004		MUNIPLATFORM	02/08/2023	120177	1572	750.00	DISTRIBUTION FOR CITY BONDS
	CAPITAL PROJECTS - Summary							**750.00**	
	ELEC.EQUIP.REPLACEMENT FD	40202434807074		DAVENPORT ELECTRIC CONTRACT	02/08/2023	120124	50525	7,191.00	LIBRARY CAMERA CABLING
		40202434807074		DAVENPORT ELECTRIC CONTRACT	02/08/2023	120124	50524	8,443.00	WIRING FOR LIBRARY WIFI
	ELEC.EQUIP.REPLACEMENT FD - Summary							**15,634.00**	
	GENERAL FUND	00102024612307		CULLIGAN OF DAVENPORT	02/08/2023	120123	0500074	14.15	WATER

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
FINANCE	GENERAL FUND	00102024612306		OFFICE EXPRESS OFFICE PRODUCTS	02/08/2023	120180	272946-0	328.25	BUDGET SUPPLIES
		00102024612307		CULLIGAN OF DAVENPORT	02/08/2023	120123	0499426	14.15	WATER
		00102024612307		CULLIGAN OF DAVENPORT	02/08/2023	120123	0500414	23.35	WATER
		00102024612307		CULLIGAN OF DAVENPORT	02/08/2023	120123	0499732	14.15	WATER
		00102024612252		IPERS COLLECTIONS	01/13/2023	2300391	12033351B	2.85	CORRECTION FROM SHORT PAYMENT
		00102024612250		FIRST HORIZON	02/08/2023	120134	122522	568.00	09/26-12/25 SAFEKEEPING FEES
		00102024612307		CINTAS FIRST AID & SAFETY #D89	02/08/2023	120118	8406075933	103.55	FIRST AID SUPPLIES
		00102014612244		MERCHANT SERVICES	01/03/2023	2300378	1222F	13.48	BANKCARD FEES 1% SW1,SW2,SW3
		00102024612307		IPROMOTEU	02/08/2023	120156	2072682AV9	115.00	STAFF CLOTHS
		00102024612201		RSM US LLP	02/08/2023	120200	6882792	39,700.00	FY 21-22 AUDIT FEES
	GENERAL FUND - Summary							**40,896.93**	
	INFORMATION SERVICES	68802314942130		ONENECK IT SOLUTIONS LLC	02/08/2023	120181	INV000035168	937.50	CISCO MONTHLY MAINT
		68802314942130		IT SAVVY	02/08/2023	120157	3675078M	4,117.40	DUO 2 FACTOR AUTH FOR VPN
	INFORMATION SERVICES - Summary							**5,054.90**	
	SEWER UTILITY	52002044902299		MIDWEST MAILWORKS INC.	02/08/2023	120171	240707	26.13	FINAL BILLS 01/05/2023
		52002044902244		MERCHANT SERVICES	01/03/2023	2300378	1222G	1,133.80	BANKCARD FEES UT,SW1,SW2
		52002044902244		AUTHORIZE.NET	01/03/2023	2300377	1222	30.00	ONLINE PYMT GATEWAY
		52002044902204		AMERICAN WATER-SEWER USAGE DATA	02/08/2023	120104	4000250911	1,219.28	SEWER USAGE DATA
	SEWER UTILITY - Summary							**2,409.21**	

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	STORM WATER UTILITY	58002194932299		MIDWEST MAILWORKS INC.	02/08/2023	120171	240707B	26.12	FINAL BILLS 01/05/2023
FINANCE	**STORM WATER UTILITY - Summary**							**26.12**	
	VEHICLE REPLACEMENT FUND	40102424807074		LINDQUIST FORD, INC.	02/08/2023	120164	234174	1,427.65	VEHICLE REPAIR VIN# 1FM5K8AW2 LGD06934
	VEHICLE REPLACEMENT FUND - Summary							**1,427.65**	
FINANCE	**- Summary**							**66,198.81**	
		00104154142299		THYMET PEST CONTROL	02/08/2023	120220	136344	58.00	MONTHLY SERVICE/ST2
		00104154142111		IOWA AMERICAN WATER COMPANY	02/08/2023	120154	062188JAN23	61.70	HYDRANT/ST4
		00104154142101		RAYNOR DOOR CO., INC. OF THE QC	02/08/2023	120194	134447	520.00	PM BAY DOORS/OPERATORS STATION 4
		00104134142310		STRYKER-POST PUBLICATIONS	02/08/2023	120212	4011312M	285.60	MEDICAL BAGS
		00104114142106		SANDRY FIRE SUPPLY	02/08/2023	120203	INV-025797	524.42	SCBA PARTS
		00104154142111		IOWA AMERICAN WATER COMPANY	02/08/2023	120154	061239JAN23	27.20	HYDRANT/ST2
		00104154142111		IOWA AMERICAN WATER COMPANY	02/08/2023	120154	144400JAN23	168.96	WATER/ST4
FIRE	GENERAL FUND	00104154142106		CENTURY LAUNDRY DISTRIBUTING	02/08/2023	120116	28-028451	397.50	EXTRACTOR REPAIR/ST1
		00104124142306		BETTENDORF OFFICE PRODUCTS,INC	02/08/2023	120111	0472327-001	13.45	CLIPBOARD
		00104154142101		NORTHWEST MECHANICAL, INC.	02/08/2023	120179	49132	131.00	AC REPAIR/ST4
		00104124142306		BETTENDORF OFFICE PRODUCTS,INC	02/08/2023	120111	0472328-001	5.99	MARKERS
		00104124142306		BETTENDORF OFFICE PRODUCTS,INC	02/08/2023	120111	0472242-001	28.99	PENCIL SHARPENER
		00104114142104		ALEXIS FIRE EQUIPMENT COMPANY	02/08/2023	120101	0074775-IN	254.28	SWITCHES/E1
		00104114141303		FIRE SERVICE TRAINING	02/08/2023	120133	230959	50.00	INSTR1 FEE/MAUSSER

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				BUREAU					
		00104114142106		SANDRY FIRE SUPPLY	02/08/2023	120203	INV-025932	131.20	SCBA PARTS
		00104134142310		TELEFLEX	02/08/2023	120216	9506452089	1,227.50	EZ-IO POWER DRIVER/ERU
		00104114142106		HEIMAN FIRE EQUIPMENT, INC.	02/08/2023	120143	0916813-IN	115.52	PARTS/THERMAL IMAGER
		00104154142108		MID AMERICAN ENERGY	01/18/2023	120066	2768069013Jan23	292.98	24495 VALLEY DR PLES VAL FIRE DEPT
		00104154142299		THYMET PEST CONTROL	02/08/2023	120220	136696	58.00	MONTHLY SERVICE/ST4
		00104134142310		MEDIC EMERGENCY MEDICAL SERV.	02/08/2023	120167	9296	240.00	MEDICAL SUPPLIES
		00104114142104		INTERSTATE BATTERY OF THE	02/08/2023	120153	270028	132.95	BATTERY/E4
		00104114142104		MUTUAL WHEEL COMPANY	02/08/2023	120178	3W8648	628.75	E1 REPAIR
FIRE	GENERAL FUND	00104114142104		ALEXIS FIRE EQUIPMENT COMPANY	02/08/2023	120101	0074739-IN	83.42	HUMP HOSE, HOSE CLAMP/E1
		00104154142108		MID AMERICAN ENERGY	01/18/2023	120066	1809077019Jan23	1,067.90	1933 SPRUCE HILLS FIRE STATION
		00104134142310		SCOTT COUNTY EMERGENCY MANAGEMENT	02/08/2023	120204	2023-11	442.00	MEDICAL GLOVES
		00104154142108		MID AMERICAN ENERGY	01/18/2023	120066	0520000014Jan23	1,470.89	5002 CROW CREEK RD FIRE STATION
		00104114141303		FIRE SERVICE TRAINING BUREAU	02/08/2023	120133	231055	50.00	FF2 PRACTICAL CERT FEE A RODRUCK
		00104154142101		ADEL WHOLESALERS, INC.	02/08/2023	120099	2100005	38.44	TOILET PARTS/ST1
		00104134142310		TELEFLEX	02/08/2023	120216	9506452090	567.50	EZ-IO NEEDLES/ERU
		00104154142111		IOWA AMERICAN WATER COMPANY	02/08/2023	120154	334067JAN23	127.06	WATER/ST2
		00104014142213		ROCK VALLEY PHYSICAL THERAPY	02/08/2023	120199	1320	11,023.48	HAZMAT TESTING & PHYSICAL
	GENERAL FUND	**- Summary**						**20,224.68**	

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
FIRE	**- Summary**							**20,224.68**	
HUMAN RESOURCES	GENERAL FUND	00142014662290		HOLMES MURPHY & ASSOCIATES	02/08/2023	120145	687889	2,500.00	02/23 BENEFITS CONSULTING
		00142014662213		CHAMPS TROPHY	02/08/2023	120117	3233	3.25	RETIREMENT PLATE - JIM BENNETT
		00142014662213		RADIOLOGY GROUP, P.C., S.C.	02/08/2023	120192	010123	60.00	NEW EMPLOYEE SCREENING ANDREW BRATEK
	GENERAL FUND	**- Summary**						**2,563.25**	
HUMAN RESOURCES	**- Summary**							**2,563.25**	
LEGAL	GENERAL FUND	00140014632290		REX J RIDENOUR LAW OFFICE	02/08/2023	120197	010423	900.00	PROFESSIONAL SERVICES JUL 1 - DEC 31, 2022
	GENERAL FUND	**- Summary**						**900.00**	
LEGAL	**- Summary**							**900.00**	
LIBRARY	GENERAL FUND	00106014402244		MERCHANT SERVICES	01/03/2023	2300378	1222B	333.85	BANKCARD FEES LIBRARY
	GENERAL FUND	**- Summary**						**333.85**	
LIBRARY	**- Summary**							**333.85**	
MAYOR & COUNCIL	EMPLOYEE INSURANCE	68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	12/23/2022	2300365	12162022A	-272.92	STOP LOSS REIMBURSEMENTS
		68601064942298		MEDTRAK SERVICES	01/12/2023	2300373	123122A	41,592.05	PHARMACY CLAIMS 12/15 - 12/31/22
		68601064942294		DELTA DENTAL	01/03/2023	2300372	352050000202272	5,434.01	DENTAL CLAIMS 12/20- 12/26/2022
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	12/23/2022	2300365	12162022	78,862.31	MEDICAL CLAIMS 12/10-12/16/2022
		68601064942283		MEDTRAK SERVICES	01/12/2023	2300373	123122B	901.50	ADMIN FEES 12/15-12/31/22
		68601064942283		WELLMARK BLUE CROSS & BLUE SHIELD	01/04/2023	2300371	11302022B	13,144.71	ADMIN FEES NOV
		68601064942297		YMCA	01/25/2023	120078	01/2023-BETT	1,500.00	YMCA MONTHLY FEES - JANUARY 2023
		68601064942296		EMPLOYEE BENEFIT SYSTEM	12/29/2022	2300368	12282022	843.48	VISION CLAIMS CKS 2371-2372

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68601064942294		DELTA DENTAL	12/27/2022	2300370	352050000202271	6,086.63	DENTAL CLAIMS 12/13-12/19/22
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	01/04/2023	2300371	11302022	-41.77	MEDICAL CLAIMS 11/26- 11/30/22
		68601064942285		WELLMARK BLUE CROSS & BLUE SHIELD	01/04/2023	2300371	11302022D	40,965.48	SPECIFIC NOV
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	12/30/2022	2300366	12232022	55,076.93	MEDICAL CLAIMS, 12/17-12/23/2022
	EMPLOYEE INSURANCE	68601064942284		WELLMARK BLUE CROSS & BLUE SHIELD	01/04/2023	2300371	11302022C	1,441.71	AGGREGATE FEES NOV
		68601064942283		EMPLOYEE BENEFIT SYSTEM	02/08/2023	120131	000036866	868.66	VISION CLAIMS
		68601064942294		DELTA DENTAL	01/09/2023	2300376	352050000202321	3,041.74	DENTAL CLAIMS 12/27- 01/02/22
MAYOR & COUNCIL		68601064942296		EMPLOYEE BENEFIT SYSTEM	12/23/2022	2300369	12212022	1,470.50	VISION CLAIMS CKS 2366-2370
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	12/30/2022	2300366	12232022A	-8,342.56	STOP LOSS REIMBURSEMENTS
	EMPLOYEE INSURANCE - Summary							**242,572.46**	
		00101014601304		BI-STATE REGIONAL COMMISSION	02/08/2023	120112	0010990	43.06	CEO/CAO MTG 12/16/22 - MAYOR GALLAGHER & DPLOEHN
	GENERAL FUND	00101014602213		GRABER, EDMUND C.	02/08/2023	120136	012823	1,832.00	CONSULTING SERVICES FOR JANUARY 1 - 31, 2023
		00101014602213		HOPE CHURCH	02/08/2023	120147	012623	2,000.00	MAYORAL EASTER EGG HUNT AT HOPE CHURCH
	GENERAL FUND - Summary							**3,875.06**	
	RISK MANAGEMENT	68401054942276		DAVENPORT ELECTRIC CONTRACT	02/08/2023	120124	50353	1,928.00	LIGHT POLE REPAIR 16TH & STATE
	RISK MANAGEMENT - Summary							**1,928.00**	
MAYOR & COUNCIL - Summary								**248,375.52**	
PARKS & RECREATION	GENERAL FUND	00107404462307	FEST01	MID AMERICAN ENERGY	01/18/2023	120066	2783157001Jan23	10.00	2513 18th st
		00107304432299	REC055	PS3 ENTERPRISES, INC	02/08/2023	120186	144187	1,050.00	FROZEN LANDING

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	GENERAL FUND - Summary							**1,060.00**	
	LIFE FITNESS CTR FUND	57007034942244		MERCHANT SERVICES	01/03/2023	2300378	1222E	111.99	BANKCARD FEES (ONLINE) REC
	LIFE FITNESS CTR FUND - Summary							**111.99**	
PARKS & RECREATION	PALMER HILLS GOLF COURSE	56007114942244		VANTIV INTEGRATED PAYMENTS	01/05/2023	2300379	1222	828.16	BANKCARD FEES GOLF
		56007134942244		VANTIV INTEGRATED PAYMENTS	01/05/2023	2300379	1222A	445.93	BANKCARD FEES GRILL
		56007114942244		MERCHANT SERVICES	01/03/2023	2300378	1222C	53.25	BANKCARD FEES GOLF RANGE BALLS
	PALMER HILLS GOLF COURSE - Summary							**1,327.34**	
PARKS & RECREATION - Summary								**2,499.33**	
	CHAPLAINS PETTY CASH	27403454102307		BETTENDORF ECUMENICAL FOOD PANTRY	02/08/2023	120110	1130298	520.43	FOOD/HOLIDAY BASKETS
		27403454102307		BETTENDORF ECUMENICAL FOOD PANTRY	02/08/2023	120110	112322	500.00	DONATION/HOLIDAY BASKETS
		27403454102307		BARB JORDAN	02/08/2023	120108	21892668	88.49	REIMB/MOVING VAN HOLIDAY BASKETS
		27403454102307		BETTENDORF ECUMENICAL FOOD PANTRY	02/08/2023	120110	1128989	6,289.09	FOOD/HOLIDAY BASKETS
POLICE	**CHAPLAINS PETTY CASH - Summary**							**7,398.01**	
	GENERAL FUND	00103134807074		METROHM	02/08/2023	120168	281-580092037	126.74	MIRA NEEDLES
		00103154102308		TRIPP, DENNIS	02/01/2023	120096	010018790110194	14.14	REIMBURSEMENT FOR DCI CRIME LAB TRIP
		00103154102306		OFFICE EXPRESS OFFICE PRODUCTS	02/08/2023	120180	271773-0	12.84	CALENDAR
		00103114102104		XPRESS TUNNEL WASH	02/08/2023	120230	1022	247.00	CAR WASH (DEC)
		00103114101209		UNIFORM DEN, INC.	02/08/2023	120225	112085	74.50	UNIFORM SHIRTS/PHIPPS
		00103154102299		TRAFFIC LOGIX	02/08/2023	120223	SIN19224	9,000.00	ANNUAL SUBSCRIPTION

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				CORPORATION					
		00103114101209		UNIFORM DEN, INC.	02/08/2023	120225	111703-01	317.50	UNIFORM WEAR/KOHLMEYER
		00103014101301		QC COUNCIL OF POLICE CHIEFS	02/08/2023	120187	011023	150.00	ANNUAL DUES/CHIEF KIMBALL CAPT PAUL, CAPT STREEPY
		00103164102304		STOP STICK, LTD.	02/08/2023	120211	0027680-IN	504.00	STOP STICK PARTS
		00103114101209		UNIFORM DEN, INC.	02/08/2023	120225	111767	186.50	UNIFORM PANTS/CROUCH
		00103154102308		TRIPP, DENNIS	02/01/2023	120096	7736	70.00	REIMBURSEMENT FOR DCI CRIME LAB TRIP
POLICE	GENERAL FUND	00103114101209		UNIFORM DEN, INC.	02/08/2023	120225	111847	230.25	UNIFORM WEAR/STREEPY
		00103154102306		DES MOINES STAMP MFG COMPANY	02/08/2023	120125	1212072	33.00	NOTARY STAMP/CROUCH
		00103114101209		UNIFORM DEN, INC.	02/08/2023	120225	112084	146.00	UNIFORM SHIRTS/WILDEN
		00103114101209		RAY O'HERRON CO.INC.	02/08/2023	120193	2248472	1,958.89	BADGES
		00103154102299		SCOTT COUNTY SHERIFF'S OFFICE	02/08/2023	120206	2023-74	1,800.00	BOOKING FEES (DEC)
		00103134102307		T-MOBILE USA, INC.	02/08/2023	120215	9521531994	100.00	GPS LOCATE
		00103114102104		RACOM	02/08/2023	120191	FB186970	403.17	SIREN SPEAKER SWAP/SQ202
	GENERAL FUND	**- Summary**						**15,374.53**	
POLICE	**- Summary**							**22,772.54**	
		55505264942299	2301FM	ALLIED UNIVERSAL JANITORIAL SERVICE	02/08/2023	120102	13722157	1,394.60	ADDITIONAL CUSTODIAL FAMILY MUSEUM
		55505254942108	2300FM	MID AMERICAN ENERGY	01/18/2023	120066	5437075010Jan23	4,874.81	2900 LEARNING CAMPUS DR UTILITIES
PUBLIC WORKS	FMLY MUSEUM/ARTS &SCIENCE	55505264942299	2301FM	ALLIED UNIVERSAL JANITORIAL SERVICE	02/08/2023	120102	13803673	136.20	ADDITIONAL CUSTODIAL FAM MUS
		55505264942299	2301FM	ALLIED UNIVERSAL JANITORIAL SERVICE	02/08/2023	120102	13803674	106.60	ADDITIONAL CUSTODIAL FAM MUS
		55505264942299	2301FM	MILLENNIUM WASTE, INC.	02/08/2023	120173	3443006T081	150.17	DUMPSTER RENTAL FAM MUSEUM

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	FMLY MUSEUM/ARTS &SCIENCE - Summary							6,662.38	
PUBLIC WORKS	GENERAL FUND	00105724422323		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-412631	241.18	RELAY CONNECTIONS
		00105264642299	2301LB	CINTAS LOC 23M	02/08/2023	120119	4142327396	329.85	ENTRY MAT SERVICE LIBRARY
		00105724422299		PS3 ENTERPRISES, INC	02/08/2023	120186	144189	73.00	MIDDLE PARK PLAYGROUND
		00105264642299	2301MC	CINTAS LOC 23M	02/08/2023	120119	4144092266	72.49	ENTRY RUGS FOR MAINT CTR
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	3556024003Jan23	30.82	1423 HILLSIDE SIREN
		00105254642108	2300CH	MID AMERICAN ENERGY	01/18/2023	120066	1410077011Jan23	4,982.45	1609 STATE ST UTILITIES
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	4567141006Jan23	10.00	3025 CENTRAL AVE SPEED SIGN
		00105254642299	2300MC	WALT LAMBACH FIRE PROTECTION	02/08/2023	120228	56509	94.35	FIRE EXT SERV PARKS MAINT
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	0294104008Jan23	20.69	3800 HOPEWELL AV SIREN
		00105254642101	2300MC	REPUBLIC COMPANIES	02/08/2023	120196	6187372-00	70.62	PHOTO EYES FOR MAINT CENT LIGHTING
		00105264642307	2301MC	1ST AYD CORPORATION	02/08/2023	120231	PSI586978	251.07	GLASS CLEANER FOR MAINT CENTER
		00105264642299	2301CH	MILLENNIUM WASTE, INC.	02/08/2023	120173	3443012T081	87.55	DUMPSTER RENTAL CITY HALL
		00105264642307	2301LB	THE HOME DEPOT PRO	02/08/2023	120218	725833560	276.25	TOILET PAPER & SUPPLIES FOR LIBRARY
		00105724422299		PS3 ENTERPRISES, INC	02/08/2023	120186	144191	193.00	MCMANUS PARK
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	4860074047Jan23	12.55	125 13TH ST STE 2
		00105264642299	2301LB	THYMET PEST CONTROL	02/08/2023	120220	136639	60.00	PEST CONTROL - LIBRARY
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	0227015128Jan23	10.00	2235 18TH ST SPEED SIGN
		00105264642299	2301LB	CINTAS LOC 23M	02/08/2023	120119	4143058914	122.86	ENTRY MATS FOR LIBRARY
		00105724422307		BETTENDORF OFFICE PRODUCTS,INC	02/08/2023	120111	0472050-001	57.77	TAPE, CALENDARS
		00105724422299		PS3 ENTERPRISES, INC	02/08/2023	120186	144186	266.00	LEACH PARK

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00105724422307		TNT LANDSCAPING	02/08/2023	120221	39770	84.00	FILTERS FOR VENTRAC
		00105254642101	2300CH	LOVEWELL FENCING	02/08/2023	120166	64428	283.75	POWER GATE SERVICE CALLS CITY HALL
		00105724422104		LINDQUIST FORD, INC.	02/08/2023	120164	234347	212.90	TRAILER HITCH REPAIR
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	5177129000Jan23	10.00	1640 MISSISSIPPI BV SPEED SIGN
		00105724422299		CITY OF DAVENPORT	02/08/2023	120120	1331959	108.00	GRASS DROP OFF
		00105264642299	2301CH	CINTAS LOC 23M	02/08/2023	120119	4142634910	68.10	FLOOR MATS/LOGO MATS CITY HALL
		00105264642299	2301LB	MILLENNIUM WASTE, INC.	02/08/2023	120173	3443007T081	209.60	DUMPSTER RENTAL LIBRARY
		00105724422310		CINTAS FIRST AID & SAFETY #D89	02/08/2023	120118	8406032082	127.89	FIRST AID RESTOCK
		00105724422307		LOGAN CONTRACTORS SUPPLY, INC.	02/08/2023	120165	B43546	16.77	FILTERS
PUBLIC WORKS	GENERAL FUND	00105264642299	2301CC	CINTAS LOC 23M	02/08/2023	120119	4144092286	44.10	ENTRY RUG SERVICE - CITY HALL
		00105254642101	2300CC	ACCESS ELEVATOR, INC.	02/08/2023	120097	30736	1,597.92	CHAIR LIFT REPAIR/INSP COMM CENTER
		00105254642101	2300MC	REPUBLIC COMPANIES	02/08/2023	120196	6187181-00	4.16	COVER PLATES FOR MAINT CENTER
		00105264642299	2301CC	CINTAS LOC 23M	02/08/2023	120119	4142634887	41.85	FLOOR MATS - COMM CENTER
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	5232147028Jan23	10.00	5860 MIDDLE RD, AERATORS
		00105264642299	2301CC	MILLENNIUM WASTE, INC.	02/08/2023	120173	3443005T081	118.72	DUMPSTER RENTAL COMM CENT
		00105254642108	2300LB	MID AMERICAN ENERGY	01/18/2023	120066	5563075014Jan23	6,936.97	2950 LEARNING CAMPUS DR UTILITIES
		00105724422323		MIDWEST WHEEL & RIM CO	02/08/2023	120172	3099410-00	1,052.60	TRAILER PARTS
		00105254642101	2300MC	VAN METER INDUSTRIAL INC.	02/08/2023	120227	S012526969.001	356.11	SEAL TIGHT 90S SUPPLY FOR MAINT CENT
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	2340117004Jan23	30.46	3311 CENTRAL AV SIREN

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00105724422323		VAN METER INDUSTRIAL INC.	02/08/2023	120227	S012503374.002	840.70	LIGHTING @ DEVILS GLEN PARK
		00105254642101	2300CH	LOVEWELL FENCING	02/08/2023	120166	64427	110.00	POWER GATE SERVICE CALLS CITY HALL
		00105264642299	2301CH	ORKIN EXTERMINATING COMPANY	02/08/2023	120182	236863004	94.00	PEST CONTROL CITY HALL
		00105264642299	2301MC	THYMET PEST CONTROL	02/08/2023	120220	136285	58.00	PEST CONTROL - MAINT CENT
		00105264642299	2301MC	CINTAS LOC 23M	02/08/2023	120119	4142634995	72.49	FLOOR MATS/LOGO MATS MAINT CENTER
		00105254642299	2300MC	WALT LAMBACH FIRE PROTECTION	02/08/2023	120228	56508	53.70	FIRE EXT SERV PARKS MAINT
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	6555102004Jan23	10.00	1417 18TH ST SPEED SIGN
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	1109158001Jan23	10.00	6163 CROW CREEK SPEED SIGN
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	4839074038Jan23	275.12	125 13TH ST GAS/ELEC
PUBLIC WORKS	GENERAL FUND	00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	0066118026Jan23	56.56	6160 FOREST GROVE SIREN
		00105264642299	2301LB	PROFESSIONAL BUILDING SERVICES	02/08/2023	120185	14317	1,765.00	ADDITIONAL CUSTODIAL SERV LIBRARY
		00105724422299		PS3 ENTERPRISES, INC	02/08/2023	120186	144188	73.00	VETERAN'S MEMORIAL PARK
		00105724422104		TNT LANDSCAPING	02/08/2023	120221	40191	307.44	VENTRAC RREPAIR
		00105264642307	2301CC	SCRUB PUB	02/08/2023	120207	4131	18.00	COMM CENT LAUNDRY
		00105254642108	2300MC	MID AMERICAN ENERGY	01/18/2023	120066	2607077010Jan23	6,140.52	4403 DEVILS GLEN RD UTILITIES
		00105254642101	2300LB	ADEL WHOLESALERS, INC.	02/08/2023	120099	2101075	52.85	DRAIN PARTS FOR LIBARY HUMIDIFIER
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	0458134029Jan23	10.18	6405 CROW CREEK SPEED SIGN
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	0874092000Jan23	12.47	580 BELMONT RD SIREN
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	2649077012Jan23	27.26	710 14TH ST SIREN
		00105254642108	2300LB	MID AMERICAN ENERGY	01/18/2023	120066	1873064001Jan23	66.30	2850 18TH - FAYE'S FIELD

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	GENERAL FUND	00105724422299		S J SMITH CO. INC.	02/08/2023	120201	676329	65.10	GAS, O2 SUPPLY
		00105254642108	2300MC	MID AMERICAN ENERGY	01/18/2023	120066	1151140012Jan23	82.17	4403 DEVILS GLEN RD UTILITIES
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	9324072027Jan23	61.30	1738 GRANT ST
		00105264642299	2301CH	CINTAS LOC 23M	02/08/2023	120119	4144092342	71.85	ENTRY RUG SERVICE - CITY HALL
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	6919127003Jan23	10.00	2518 18TH ST SPEED SIGN
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	1620077016Jan23	157.05	935 21ST ST TOWER
		00105254642101	2300CH	LOVEWELL FENCING	02/08/2023	120166	64426	118.00	POWER GATE SERVICE CALLS CITY HALL
		00105724422307		MIDWEST WHEEL & RIM CO	02/08/2023	120172	3073799-00	77.57	HITCH FOR TRAILER
		00105254642101	2300MC	RAYNOR DOOR CO., INC. OF THE QC	02/08/2023	120194	134676	470.00	OVERHEAD DOOR OPENER REPA IR MAINT CENT E-14
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	1263125143Jan23	10.00	6721 FOREST GROVE RD SPEED SIGN
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	0033042051Jan23	10.00	5939 FOREST GROVE SPEED SIGN
		00105254642108	2300OT	MID AMERICAN ENERGY	01/18/2023	120066	2481112030Jan23	10.00	1730 18TH ST SPEED SIGN
	GENERAL FUND - Summary							**29,773.03**	
	LIFE FITNESS CTR FUND	57005264942299	2301CC	THYMET PEST CONTROL	02/08/2023	120220	136604	63.00	PEST CONTROL - COMM CENT
	LIFE FITNESS CTR FUND - Summary							**63.00**	
	MUNICIPAL GARAGE	68305204942324		LINDQUIST FORD, INC.	02/08/2023	120164	385825	66.40	LICENSE BRACKET
		68305204942307		LAWSON PRODUCTS, INC.	02/08/2023	120163	9310271440	235.36	SHOP SUPPLIES
		68305204942231		CINTAS LOC 23M	02/08/2023	120119	4142634939	56.04	LAUNDRY
		68305204942324		ELLIOTT EQUIPMENT CO.	02/08/2023	120130	170896	671.86	SWITCH
		68305204942324		I.W.I. MOTOR PARTS	02/08/2023	120148	442-246492	28.54	CONNECTOR
		68305204942307		LAWSON PRODUCTS, INC.	02/08/2023	120163	9310225903	303.84	SHOP SUPPLIES

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-412692	504.90	AIR FILTERS
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-412348	220.08	WIPERS
		68305204942307		LAWSON PRODUCTS, INC.	02/08/2023	120163	9310267601	198.56	SHOP SUPPLIES
		68305204942324		LINDQUIST FORD, INC.	02/08/2023	120164	385222CM	-50.00	CORE RETURN
		68305204942104		EASTERN IOWA TIRE, INC.	02/08/2023	120128	100136515	774.90	TIRE REPAIRS
		68305204942104		H & H CAR CARE & TOWING, LLC	01/18/2023	120064	53842	300.00	0827 TOWN
		68305204942104		THOMPSON TRUCK & TRAILER INC.	02/08/2023	120219	R103034987:01	6,808.56	PARTS AND LABOR
		68305204942310		QUAD CITY SAFETY, INC.	02/08/2023	120188	3070023	514.90	GLOVES
		68305204942324		I.W.I. MOTOR PARTS	02/08/2023	120148	442-247265	362.40	CONNECTORS
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942324		MILLS CHEVROLET COMPANY	02/08/2023	120175	5143731	551.34	HOSE
		68305204942104		EASTERN IOWA TIRE, INC.	02/08/2023	120128	100135876	3,507.15	TIRE REPAIRS
		68305204942324		MIDWEST WHEEL & RIM CO	02/08/2023	120172	3079604-00	321.68	LICENSE LIGHT
		68305204942307		TERMINAL SUPPLY COMPANY	02/08/2023	120217	11517-00	365.84	SHOP SUPPLIES
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-412712	44.21	BATTERY
		68305204942324		MIDWEST WHEEL & RIM CO	02/08/2023	120172	3062705-00	288.09	12V SOL VALVE
		68305204942324		MIDWEST WHEEL & RIM CO	02/08/2023	120172	3060681-01	104.64	BUMPER
		68305204942324		I.W.I. MOTOR PARTS	02/08/2023	120148	442-246677	43.84	CONNECTORS
		68305204942324		ASPEN EQUIPMENT COMPANY	02/08/2023	120106	70008383	308.00	HARNESS

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68305204942231		CINTAS LOC 23M	02/08/2023	120119	4144092240	56.04	LAUNDRY
		68305204942104		EASTERN IOWA TIRE, INC.	02/08/2023	120128	100136516	2,637.65	TIRE REPAIRS
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-413213	226.00	WIPERS
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-412546	15.72	OIL FILTER
		68305204942351		PLEASANT VALLEY COMMUNITY	02/08/2023	120184	23-104	45,911.04	DECEMBER 2022 FUEL
		68305204942324		BAUER BUILT, INC.	02/08/2023	120109	230115673	1,166.13	TIRES
		68305204942307		S J SMITH CO. INC.	02/08/2023	120201	6467446	67.50	SHOP SUPPLIES
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-413231	-106.00	CORE RETURN
		68305204942307		LAWSON PRODUCTS, INC.	02/08/2023	120163	9310230026	81.28	SHOP SUPPLIES
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942324		ASPEN EQUIPMENT COMPANY	02/08/2023	120106	70008363	95.60	SPRING
		68305204942231		CINTAS LOC 23M	02/08/2023	120119	4143387323	56.04	LAUNDRY
		68305204942324		MIDWEST WHEEL & RIM CO	02/08/2023	120172	3070893-00	53.97	HUB CAPS
		68305204942324		I.W.I. MOTOR PARTS	02/08/2023	120148	442-247112	28.27	CONNECTORS
		68305204942324		LINDQUIST FORD, INC.	02/08/2023	120164	385812	319.23	BRAKES
		68305204942324		INTERSTATE BATTERY OF THE	02/08/2023	120153	10056322	139.95	BATTERY
		68305204942324		MILLS CHEVROLET COMPANY	02/08/2023	120175	5143572	1,297.24	SEAT COVERS
		68305204942307		TERMINAL SUPPLY COMPANY	02/08/2023	120217	98920-00	746.70	SHOP SUPPLIES
		68305204942307		S J SMITH CO. INC.	01/18/2023	120069	676142	184.45	GAS SUPPLY
		68305204942324		MIDWEST WHEEL & RIM CO	02/08/2023	120172	3095814-00	177.98	BEACON

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68305204942104		QUAD CITY SPRING	01/18/2023	120068	3447	3,550.00	2203 ON SPOTS
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-413298	5.24	OIL FILTER
		68305204942104		EASTERN IOWA TIRE, INC.	02/08/2023	120128	100135287	-150.00	CASING CREDIT
		68305204942104		EASTERN IOWA TIRE, INC.	02/08/2023	120128	100135574	-125.00	CASING CREDIT
		68305204942324		MILLS CHEVROLET COMPANY	02/08/2023	120175	5143506	646.06	BRAKES
		68305204942104		GREEN BUICK GMC INC.	02/08/2023	120138	742929	717.50	1609 REPAIR
		68305204942324		MILLS CHEVROLET COMPANY	02/08/2023	120175	5143652	1,735.56	BRAKE PADS
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-412447	162.48	ROTORS
		68305204942324		HENDERSON PRODUCTS	02/08/2023	120144	368743	4,365.11	HYD PUMP
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942310		QUAD CITY SAFETY, INC.	02/08/2023	120188	3071283	430.10	GLOVES
		68305204942324		EASTERN IOWA TIRE, INC.	02/08/2023	120128	100135606	578.00	TIRES
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-412202	190.59	STARTER
		68305204942324		INTERSTATE BATTERY OF THE	02/08/2023	120153	10056119	1,196.55	BATTERY
		68305204942324		THOMPSON TRUCK & TRAILER INC.	02/08/2023	120219	X103128750:01	176.28	TUBE
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-413012	7.86	OIL FILTER
		68305204942310		REFLECTIVE APPAREL FACOTRY INC	02/08/2023	120195	1997324	563.41	SAFETY GEAR- GARAGE
		68305204942324		BAUER BUILT, INC.	02/08/2023	120109	230115350	540.56	TIRES
		68305204942324		MUTUAL WHEEL COMPANY	02/08/2023	120178	3W8602	2,798.45	SPRING ASSEMBLY
		68305204942324		LINDQUIST FORD, INC.	02/08/2023	120164	385917	225.45	STARTER

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942104		SADLER POWER TRAIN	02/08/2023	120202	0240111264	1,042.09	1303 REPAIR
		68305204942324		MIDWEST WHEEL & RIM CO	02/08/2023	120172	3060681-00	104.64	BUMPER
		68305204942104		EASTERN IOWA TIRE, INC.	02/08/2023	120128	100135607	86.10	TIRE REPAIRS
		68305204942307		NORTHERN TOOL & EQUIPMENT	01/18/2023	120067	4331102309	21.99	SHOP SUPPLIES
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-411904	163.80	FUEL FILTER
		68305204942324		THOMPSON TRUCK & TRAILER INC.	02/08/2023	120219	X103129065:01	100.39	SENSOR
		68305204942104		H & H CAR CARE & TOWING, LLC	01/18/2023	120064	26352	100.00	1709 TOW
		68305204942324		CARQUEST AUTO PARTS STORE	02/08/2023	120113	6604-412767	31.94	AIR DOOR ACTUATOR
		68305204942104		EASTERN IOWA TIRE, INC.	02/08/2023	120128	100135875	1,033.20	TIRE REPAIRS
	MUNICIPAL GARAGE - Summary							**89,984.27**	
	PALMER HILLS GOLF COURSE	56005254942101	2300GC	JOHNSTONE SUPPLY	02/08/2023	120158	5308775	287.50	RESTROOM EXHAUST FAN MOTO R CLUBHOUSE
		56005254942101	2300GC	REPUBLIC COMPANIES	02/08/2023	120196	6189110-00	50.75	PHOTO CONTROL EYES PALMER CLUBHOUSE
		56005254942101	2300GC	HALLER COMPANY	02/08/2023	120139	317912566	2,870.00	DUCT CLEANING - PALMER CLUBHOUSE
		56005254942101	2300GC	IITI	02/08/2023	120149	22023641	550.00	INSULATE DUCT DIFFUSES PALMER
	PALMER HILLS GOLF COURSE - Summary							**3,758.25**	
	ROAD USE FUND	20605124242307		OSSIAN INC.	02/08/2023	120183	149391	3,379.20	FUSION 55
		20605114202307		RACOM	02/08/2023	120191	23INV0002	2,028.05	RADIO
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1977077015Jan23	47.08	2420 MIDDLE RD SIGNAL
		20605114202307		RIVERSTONE GROUP INC.	02/08/2023	120198	1184483	497.00	UPM MIX

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		20605124242307		B & B MACHINES, INC.	02/08/2023	120107	17965	4,122.00	NEW PUMPT - BRINE MACHINE
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1638111009Jan23	33.38	1401 KIMBERLY RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	5995115007Jan23	40.97	3780 UTICA RIDGE RD SIGNAL
		20605024252307		K & K HARDWARE	02/08/2023	120159	217970	28.54	TESTING EQUIPMENT
		20605304222108		MID AMERICAN ENERGY	01/18/2023	120066	3760028000Jan23	10.00	799 RIVER DR STREET LIGHT
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	4818074020Jan23	29.44	125 13TH STREET LIGHT
		20605124242307		OSSIAN INC.	02/08/2023	120183	149479	2,125.00	CALCIUM CHLORIDE
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	5800119002Jan23	103.13	2055 STATE ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1956077014Jan23	20.05	2002 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	6667159008Jan23	63.43	2261 53RD AV SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1683077019Jan23	32.42	901 SPRUCE HILLS DR SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1578077016Jan23	73.62	3720 STATE ST SIGNAL
PUBLIC WORKS	ROAD USE FUND	20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	4434078024Jan23	42.62	3430 E LOCUST ST DAV SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1641077017Jan23	30.54	1140 MEADOW LN DR SIGNAL
		20605114202307		LOGAN CONTRACTORS SUPPLY, INC.	02/08/2023	120165	B25838	2,236.50	SEALANT
		20605124242307		OSSIAN INC.	02/08/2023	120183	149478	886.55	CALCIUM CHLORIDE
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	5699146002Jan23	62.40	4261 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	02/08/2023	120169	535068203	18.04	LIGHTING CAMERA
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	0101045009Jan23	68.94	3744 18TH ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1515077013Jan23	40.22	401 26TH ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	5361111000Jan23	149.30	1802 STATE ST TRAFFIC SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	0215129008Jan23	28.71	4401 DEVILS GLEN RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	4623158003Jan23	10.99	315 BELMONT RD CROSSWALKS
		20605304222108		MID AMERICAN ENERGY	01/18/2023	120066	3483023003Jan23	45.72	1170 STATE ST LED STREET

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
									LIGHTS
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	0227100026Jan23	25.84	6891 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2481077010Jan23	35.87	3323 18TH ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2796063007Jan23	65.27	4605 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1431077012Jan23	28.89	600 RIVER DR SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	5766100007Jan23	16.94	1493 MIDDLE RD CAMERA
		20605144232307		3M COMPANY	02/08/2023	120233	9420597409	288.25	REFLECTIVE SHEETING
		20605124242307		MUTUAL WHEEL COMPANY	02/08/2023	120178	0738912	301.49	MARKER KITS
		20605124242307		DULTMEIER SALES LLC	01/18/2023	120063	3998575	91.18	PLOW SUPPLIES
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2363131010Jan23	48.16	3301 DEVILS GLEN RD
		20605114202299		PS3 ENTERPRISES, INC	02/08/2023	120186	144190	73.00	PORTA POTTY - PW OPS
		20605124242307		DULTMEIER SALES LLC	02/08/2023	120127	2048908	65.50	BRINE MACH PARTS
PUBLIC WORKS	ROAD USE FUND	20605114202307		RIVERSTONE GROUP INC.	02/08/2023	120198	1185383	292.60	UPM MIX
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1662077018Jan23	34.00	999 1/2 MIDDLE RD SIGNAL
		20605024252307		ALTORFER RENTS	02/08/2023	120103	PC180018856	54.45	GREEN PAINT FOR MARKING UTILITIES/ROW
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1830077011Jan23	28.44	3029 STATE ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2217031004Jan23	10.00	1405 GRANT ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	0885152036Jan23	369.05	1599 GRANT ST LIGHT CONTROLLER
		20605114202307		SHERWIN WILLIAMS CO.	02/08/2023	120208	3142-2	412.59	PAINT SUPPLIES - PW BLDG
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2523077019Jan23	32.09	2901 18TH ST SIGNAL
		20605304222108		MID AMERICAN ENERGY	01/18/2023	120066	4043138016Jan23	530.02	199 22ND ST LIGHTING CAB
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1053077014Jan23	21.67	2222 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	4503122047Jan23	58.20	316 23RD ST SIGNAL

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2439077017Jan23	15.20	2600 62ND ST SIGNAL
		20605114202307		RIVERSTONE GROUP INC.	02/08/2023	120198	1183692	125.55	UPM MIX
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1725077018Jan23	88.05	3882 MIDDLE RD SIGNAL
		20605014292306		CULLIGAN OF DAVENPORT	02/08/2023	120123	0498912	9.50	DISPENSER RENTAL 1/1/23 - 1/31/23
		20605304222108		MID AMERICAN ENERGY	01/18/2023	120066	1389077012Jan23	20,394.00	CITY WIDE STREET LIGHTING
		20605114202307		SHERWIN WILLIAMS CO.	02/08/2023	120208	3129-9	36.17	PAINT SPECIAL OPS PD - CITY HALL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	3683050001Jan23	10.18	1381 TANGLEFOOT LN SIGN
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1494077015Jan23	39.02	1801 STATE ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2124077010Jan23	81.14	3200 UTICA RIDGE RD SIGNAL
		20605124242307		B & B MACHINES, INC.	02/08/2023	120107	17964	792.60	REBUILT BRINE PUMP
PUBLIC WORKS	ROAD USE FUND	20605304222108		MID AMERICAN ENERGY	01/18/2023	120066	0336073059Jan23	51.70	431 17TH ST PARKING LOT
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1239129009Jan23	22.42	4801 DEVILS GLEN RD
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2163016038Jan23	10.00	1514 TANGLEFOOT LN SIGN
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2901141022Jan23	34.94	1201 GRANT ST SIGNAL
		20605124242307		DULTMEIER SALES LLC	01/18/2023	120063	3998747	598.36	PLOW SUPPLIES
		20605124242307		OSSIAN INC.	02/08/2023	120183	149390	3,630.00	FUSION 55
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1914077012Jan23	57.38	1800 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1935077013Jan23	64.58	2010 SPRUCE HILLS DR SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2502077018Jan23	18.85	2501 18TH ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	0962160002Jan23	29.38	1602 GRANT ST STREET LIGHTS
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2719143005Jan23	75.81	5220 18TH ST TRAFFIC LIGHT
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	4547102005Jan23	46.33	1700 STATE ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	6683130009Jan23	112.92	4502 UTICA RIDGE RD SIGNAL

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	4861136001Jan23	39.21	2044 GRANT ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1347077010Jan23	37.02	3122 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	4304170001Jan23	24.53	4319 BELMONT RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2460077019Jan23	54.73	2123 DEVILS GLEN RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	0855064004Jan23	54.09	835 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1893077014Jan23	21.67	1000 MIDDLE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	5043087050Jan23	39.46	405 17TH SIGNAL
		20605304222108		MID AMERICAN ENERGY	01/18/2023	120066	0167073002Jan23	77.54	320 15TH ST LIGHTS
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2649005060Jan23	49.07	1355 GRANT ST SIGNALS
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1171111005Jan23	38.14	4505 UTICA RIDGE RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	0792135005Jan23	66.79	3801 DEVILS GLEN RD SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	0955078004Jan23	63.30	1602 STATE ST SIGNALS
PUBLIC WORKS	ROAD USE FUND	20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	1599077017Jan23	32.47	3550 STATE ST SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2643072006Jan23	40.04	5293 DEVILS GLEN RD
		20605114202307		RIVERSTONE GROUP INC.	02/08/2023	120198	1186317	814.80	UPM MIX
		20605114202307		SHERWIN WILLIAMS CO.	02/08/2023	120208	8329-9	102.92	PAINT SUPPLIES
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	5659149005Jan23	473.58	1298 BROWN ST SIGNAL
		20605024252307		K & K HARDWARE	02/08/2023	120159	217924	30.56	TESTING EQUIPMENT
		20605024251304		IOWA DEPARTMENT OF TRANSPORTATION	01/18/2023	120065	010623	600.00	HMA LEVEL 1 REGISTRATION NATE CHAPMAN
		20605304222108		MID AMERICAN ENERGY	01/18/2023	120066	5684139006Jan23	128.87	2300 STATE ST LIGHTS
		20605114202307		SHERWIN WILLIAMS CO.	02/08/2023	120208	8282-0	56.96	PAINT SUPPLIES - PW BLDG
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	2103077019Jan23	42.78	1515 SPRUCE HILLS DR SIGNAL
		20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	3666140033Jan23	34.86	1413 GRANT STREET SIGNAL
		20605014292306		IMPERIAL	02/08/2023	120152	288002:234744	85.95	COFFEE & CREAMER

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	ROAD USE FUND	20605304232108		MID AMERICAN ENERGY	01/18/2023	120066	5953124003Jan23	42.58	3420 MIDDLE RD SIGNAL
		20605124242307		FASTENAL COMPANY	02/08/2023	120132	IABET161156	14.72	T ROD
		20605014292306		CULLIGAN OF DAVENPORT	02/08/2023	120123	0500257	77.70	WATER - ENG
		20605114202307		SHERWIN WILLIAMS CO.	02/08/2023	120208	3162-0	81.92	PAINT SUPPLIES - PW BLDG
		20605304232108		MID AMERICAN ENERGY	02/08/2023	120169	535075887	61.07	HOPEWELL & MIDDLE SIGNAL
		20605024252307		BETTENDORF OFFICE PRODUCTS,INC	02/08/2023	120111	0472076-001	89.90	PLOTTER INK
	ROAD USE FUND - Summary							**48,858.65**	
	SEWER UTILITY	52005104902108		MID AMERICAN ENERGY	01/18/2023	120066	4943155009Jan23	22.69	4134 DEPOT ST, WASTE GRINDER
		52005104902307		RACOM	02/08/2023	120191	23INV0002A	2,028.05	RADIOS
		52005104902108		MID AMERICAN ENERGY	01/18/2023	120066	2137169005Jan23	191.35	3500 ELM ST STORM PUMPS
		52005104902108		MID AMERICAN ENERGY	01/18/2023	120066	1613130007Jan23	34.57	6876 FOREST GROVE RD
		52005104902108		MID AMERICAN ENERGY	01/18/2023	120066	2166077012Jan23	15.47	7807 MIDDLE RD LIFT STATION
		52005104902108		MID AMERICAN ENERGY	01/18/2023	120066	1557077015Jan23	51.36	3500 ELM ST LIFT STATION
		52005104902299		IOWA ONE CALL	02/08/2023	120155	248223	359.10	399 EMAILS - DEC 2022
		52005104902108		MID AMERICAN ENERGY	01/18/2023	120066	1326077019Jan23	515.19	1 21ST ST PUMP STATION
	SEWER UTILITY - Summary							**3,217.78**	
	SOLID WASTE/RECYCLING ENT	55005094912213		WASTE COMMISSION OF SCOTT CO.	02/08/2023	120229	123122L	25,663.32	SOLID WASTE - DEC 2022
		55005094912307		DIMENSIONAL GRAPHICS	02/08/2023	120126	101316	53.00	ENVELOPES - ROUTE CHANGES
		55005284912213		WASTE COMMISSION OF SCOTT CO.	02/08/2023	120229	123122BW	2,449.78	BULKY WASTE - DEC 2022
		55005094912299		MIDWEST MAILWORKS INC.	02/08/2023	120171	240707A	26.12	FINAL BILLS 01/05/2023
		55005284912213		WASTE COMMISSION OF SCOTT CO.	02/08/2023	120229	123122HW	134.35	PD HAZ WASTE

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	SOLID WASTE/RECYCLING ENT	55005094912299		RACOM	02/08/2023	120191	FB186719	440.00	RADIO REPAIR
		55005284912213		WASTE COMMISSION OF SCOTT CO.	02/08/2023	120229	123122E	4,050.00	E-WASTE DEC 2022
		55005094912244		MERCHANT SERVICES	01/03/2023	2300378	1222H	1,212.14	BANKCARD FEES SW1,SW2.50% PW
		55005094912307		RACOM	02/08/2023	120191	23INV0002B	2,028.04	RADIOS
	SOLID WASTE/RECYCLING ENT - Summary							**36,056.75**	
	STORM WATER UTILITY	58005194932244		MERCHANT SERVICES	01/03/2023	2300378	1222I	1,133.80	BANKCARD FEES STRM WTR,SW1,SW2
	STORM WATER UTILITY - Summary							**1,133.80**	
	TRANSIT	58505474922106		SUNSTAR CARWASH SYSTEMS	02/08/2023	120214	1390	844.81	SHEER PINS FOR CAR WASH ARMS
		58505074922244		MERCHANT SERVICES	01/03/2023	2300378	1222J	78.36	BANKCARD FEES 50% PW
PUBLIC WORKS		58505074922306		BETTENDORF OFFICE PRODUCTS,INC	02/08/2023	120111	0472128-001	12.66	BINDER DIVIDERS
		58505474922106		3/S EQUIPMENT & SUPPLY	02/08/2023	120232	A22992	672.00	CAR WASH REPAIR
		58505474922106		RAYNOR DOOR CO., INC. OF THE QC	02/08/2023	120194	134420	366.00	CARWASH DOOR PUSH BUTTON REPAIR
		58505474922106		3/S EQUIPMENT & SUPPLY	01/18/2023	120070	22969	8,851.35	PARTS AND LABOR
		58505474922106		RAYNOR DOOR CO., INC. OF THE QC	02/08/2023	120194	134665	385.00	DOOR OPENER AND CONTROLLE R FOR CARWASH ENTRY DOOR
		58505474922108		MID AMERICAN ENERGY	01/18/2023	120066	2607077010Jan23	261.00	VEHICLE WASH UTILITY ALLOCATION
		58505074921209		HANDICAPPED DEVELOPMENT CENTER	02/08/2023	120140	011023	44.60	SWEATSHIRTS - MIKE C & BRIAN G
		58505274922105		ECK'S AUTO SHINE	02/08/2023	120129	273	140.00	BUS WASHING 1/7 & 1/14
	TRANSIT - Summary							**11,655.78**	
PUBLIC WORKS - Summary								**231,163.69**	

City of Bettendorf Council Accounts Payable, 02/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
Overall - Summary								**1,548,117.65**	

City of Bettendorf
Accounts Payable Listing
02/07/23 Council Meeting

ACCT #	ect PRC	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-2001-494.11-21		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523D	5,047.63	FINANCE SALARY/BENEFITS
590-2001-494.11-21		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523E	3,098.83	FACILITIES/MAINTENANCE SALARY,WAGES
590-2001-494.11-21		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523K	24,449.51	SALARY/WAGES AND BENEFITS
590-2001-494.21-01		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523F	1,858.36	REPAIRS AND MAINTENANCE
590-2001-494.21-06		3473	FOLDING PARTITION SERVICES	2/8/2023	11891	3,610.00	QCWCC MAINT CALL
590-2001-494.21-09		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523G	540.66	MEDIACOM NOVEMBER
590-2001-494.21-11		3474	IOWA AMERICAN WATER COMPAN	2/8/2023	779052JAN23	61.70	QCWCC WATER BILL
590-2001-494.22-03		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523A	1,471.35	ADVERTISING PRODUCTION
590-2001-494.22-99		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523C	3,854.61	CONTRACT SERVICES
590-2001-494.22-99		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523H	63.78	CONTRACT SERVICES
590-2001-494.22-99		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523M	10,724.30	CONTRACT SERVICES
590-2001-494.23-06		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523L	4,381.63	SUPPLIES GENERAL/OFFICE
590-2001-494.23-28		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523I	15,896.28	FOOD INVOICES
590-2001-494.23-29		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523J	8,752.74	BEVERAGE INVOICE
590-2001-494.23-55		3475	ISLE OF CAPRI BETTENDORF, L.C.	2/8/2023	012523B	120.19	FEES AND LICENSES
			Total for Fund	**590**		**83,931.57**	
				QC WATERFRONT CONVENTION			
			Department				
			Total for Department			**83,931.57**	
590-5050-499.22-99	AD0004	3472	CONFERENCE TECHNOLOGIES, IN	2/8/2023	INV044309	93.86	PATCHES
590-5050-499.22-99	AD0004	3472	CONFERENCE TECHNOLOGIES, IN	2/8/2023	INV044322	37.20	HDMI DONGLE
590-5050-499.22-99	AD0004	3472	CONFERENCE TECHNOLOGIES, IN	2/8/2023	INV044845	1,982.00	QCWCC LAMPS
			Total for Fund	**590**		**2,113.06**	
				QC WATERFRONT CONVENTION			
			Department	**Capital Projects**			
			Total for Department			**2,113.06**	
			Grand Total			**86,044.63**	

City of Bettendorf Parks Accounts Payable 02-07-23 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
001-0000-352.02-06		FRIENDS OF THE BETTENDORF PARK	120073	1/18/2023	011323	7,177.00	2022 MOTHER/SON & FATHER/
001-0525-464.21-08	2300CC	MID AMERICAN ENERGY	120075	1/18/2023	)948077018DEC2	70.61	Community Center
001-0525-464.21-08	2300CC	MID AMERICAN ENERGY	120075	1/18/2023	)969077019DEC2	1,680.72	Community Center - Bldg
001-0525-464.21-08	2300PM	MID AMERICAN ENERGY	120075	1/18/2023	628077011DEC2	368.15	CC Pk Garage Pk Maint
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)045153004DEC2	10.00	Eagles Landing Shelter
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)322079001DEC2	15.20	Dog Park Lights
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)400125000DEC2	10.55	Lincoln Park Splash Pad
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)408058021DEC2	70.98	CC Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)459012030DEC2	13.74	Middle Park Gazebo
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)632145009DEC2	20.50	6000 Forest Grove Rd
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)763124005DEC2	23.59	CC Pk Entrance Restroom
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)839154004DEC2	10.00	CC Park Lights Field 7
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	)927077017DEC2	20.86	Scheck Park Shelter &
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	032077013DEC2	22.14	VMP Band Shell
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	179077017DEC2	11.56	Park Lagoon North Fountai
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	200077016DEC2	616.99	DG Park Garage
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	221077017DEC2	10.00	DG Park Baseball Field
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	242077018DEC2	153.82	DG Park Stone House
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	263077019DEC2	48.26	Leach Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	305077018DEC2	14.02	Edgewood Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	331090009DEC2	14.94	CC Park Lights Field 5
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	363053047DEC2	1,015.52	Riverfront Trail Lights
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	368027009DEC2	27.54	CC Park Lights 4 Plex
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	452077013DEC2	28.62	Leach Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	746077019DEC2	1,232.71	Street Lights Parks Dept
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	767077010DEC2	475.27	DG Park Archery Bldg
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	788077011DEC2	191.87	Park Lagoon Warming
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	872077013DEC2	18.22	Meier Park 600 Grant
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	938097007DEC2	10.00	Frozen Landing Parking Lo
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	031156000DEC2	16.97	Bush Scenic Overlook
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	040077019DEC2	10.27	CC Park Lights Field 1
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	061077010DEC2	24.49	CC Park Shelter 3 and
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	082077011DEC2	17.96	CC Park Irrigation and

City of Bettendorf Parks Accounts Payable 02-07-23 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	2229077029DEC2	10.00	DG Park Shelter 1
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	2250077014DEC2	15.11	CC Park 4Plex Parking
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	2271077015DEC2	20.40	CC Park Garage/Pump
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	2355077023DEC2	10.00	DG Park Shelter 2
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	2418077016DEC2	10.55	McManus Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	2473159007DEC2	51.18	CC Pk Dog Park Lights
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	2586077012DEC2	16.02	McManus Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	2843096000DEC2	10.36	Centennial Garden
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	3207166036DEC2	10.00	Park Lagoon South Fountai
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	3578121009DEC2	15.29	Field Sike Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	4755166000DEC2	10.00	Middle Pk Playground
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	5076157007DEC2	13.74	CC Park Dekhockey &
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	5112101010DEC2	13.66	DG Park Restroom
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	5718088005DEC2	30.27	CC Park Concession
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	6684072018DEC2	10.00	Optimist Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	7118127018DEC2	42.89	Kiwanis Park
001-0572-442.21-08		MID AMERICAN ENERGY	120075	1/18/2023	7653169001DEC2	41.87	Forest Grove Park
001-0701-442.13-01		NRPA-MEMBERSHIP	120252	2/8/2023	010423	900.00	ANNUAL MEMBERSHIP
001-0703-443.22-99		ADVANCED BUSINESS SYSTEMS, INC	120071	1/18/2023	295980	66.67	SCANNCER MOVING FEE
001-0703-443.22-99	REC023	QUAD CITIES MUSIC, LLC	120076	1/18/2023	011323	613.20	JAN23 PMT1: QCMT CLASSES
001-0703-443.22-99	REC023	QUAD CITIES MUSIC, LLC	120094	2/1/2023	011323A	613.20	JANUARY 2023 SESSION -PMT
001-0705-445.22-02		QUAD CITY TIMES	120255	2/8/2023	143618-01	840.00	NEWSPAPER AD
001-0705-445.23-07		ADVANCED BUSINESS SYSTEMS, INC	120071	1/18/2023	295980A	66.67	SCANNCER MOVING FEE
001-0730-443.21-08	REC055	MID AMERICAN ENERGY	120075	1/18/2023	4293086002DEC2	2,633.69	Ice Rink
001-0730-443.22-15	REC055	UNITED RENTALS (NORTH AMERICA) IN	120258	2/8/2023	212661125-003	1,525.00	OFFICE CONTAINER RENTAL -
001-0730-443.22-99	REC055	RIVER VALLEY COOPERATIVE	120256	2/8/2023	8013493	138.00	PROPANE - FROZEN LANDING
001-0730-443.22-99	REC055	RIVER VALLEY COOPERATIVE	120256	2/8/2023	8014086	96.00	PROPANE - FROZEN LANDING
001-0730-443.23-07	REC055	HIGHTECH SIGNS	120244	2/8/2023	B26317	1,493.25	DASHERBOARDS
001-0730-443.23-07	REC055	J.L. BRADY COMPANY LLC	120246	2/8/2023	90635	105.00	REPAIR ON YARD HYDRANT
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	120075	1/18/2023	0207029002DEC2	10.00	4th of July
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	120075	1/18/2023	4385143004DEC2	10.00	4th of July
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	120075	1/18/2023	4683007002DEC2	10.00	4th of July
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	120075	1/18/2023	6523111018DEC2	10.00	4th of July

City of Bettendorf Parks Accounts Payable 02-07-23 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	120075	1/18/2023	3183122001DEC22	10.00	Temp 4th of July
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	120075	1/18/2023	3803133008DEC22	10.00	Temp III 4th of July
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	120247	2/8/2023	DEC22A	2,185.02	PROSHOP PAYABLES
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	120247	2/8/2023	DEC22B	147.13	PROSHOP TAX
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	120247	2/8/2023	DEC22C	-147.01	CITYS 3%
560-0000-201.18-00		JON WADDELL GOLF SHOP LLC	120247	2/8/2023	DEC22D	1,050.00	LESSONS
560-0000-201.19-00		JON WADDELL GOLF SHOP LLC	120247	2/8/2023	DEC22E	2,716.00	TAX EXEMPT SALES
560-0525-494.21-08	2300GC	MID AMERICAN ENERGY	120075	1/18/2023	1116077014DEC22	455.59	PHGC Maintenance Bldg
560-0525-494.21-08	2300GC	MID AMERICAN ENERGY	120075	1/18/2023	1137077015DEC22	122.47	PHGC Pump House
560-0525-494.21-08	2300GC	MID AMERICAN ENERGY	120075	1/18/2023	4278125007DEC22	1,528.33	PHGC Clubhouse
560-0525-494.21-08	2300GC	MID AMERICAN ENERGY	120250	2/8/2023	534787725	66.04	ELECTRICITY FOR SIGN
560-0526-494.22-99	2301GC	CINTAS LOC 23M	120239	2/8/2023	4142327530	90.30	MAT AND APRON CLEANING SE
560-0526-494.22-99	2301GC	CINTAS LOC 23M	120239	2/8/2023	4143058811	152.78	MAT CLEANING SERVICE - PA
560-0526-494.22-99	2301GC	CINTAS LOC 23M	120239	2/8/2023	4144333392	128.59	MAT CLEANING SERVICE
560-0526-494.22-99	2301GC	CINTAS LOC 23M	120093	2/1/2023	4137375535	27.24	TOWELS AND APRON CLEANING
560-0526-494.22-99	2301GC	CINTAS LOC 23M	120093	2/1/2023	4138217715	43.07	MAT CLEANING SERVICE
560-0526-494.22-99	2301GC	CINTAS LOC 23M	120093	2/1/2023	4138777315	27.24	TOWEL AND APRON CLEANING
560-0526-494.22-99	2301GC	CINTAS LOC 23M	120093	2/1/2023	4140841203	39.22	MAT CLEANING SERVICE
560-0711-494.21-10		CENTURY LINK	120237	2/8/2023	5633328703FEB23	117.27	TELEPHONE - 1/16-2/15
560-0711-494.22-02		SIMPLIFY WITH INTENTION LLC	120257	2/8/2023	1503	150.00	EMAIL MARKETING
560-0711-494.22-15		A & A A/C & REFRIGERATION, INC.	120062	1/18/2023	22DEC12449	67.75	ICE MACHINE RENT - DECEMB
560-0711-494.23-06		BETTENDORF OFFICE PRODUCTS,INC	120236	2/8/2023	0472160-001	25.35	FOLDERS
560-0711-494.23-07		IOWA GOLF ASSOCIATION	120245	2/8/2023	13572	690.00	HANDICAP SERVICE
560-0713-494.21-06		COZZINI BROS., INC.	120241	2/8/2023	C12397904	25.00	KNIFE SHARPENING SERVICE
560-0713-494.22-13		GETZ FIRE EQUIPMENT	120243	2/8/2023	I6-585477	264.00	KITCHEN FIRE INSPECTION
560-0713-494.22-15		AIRGAS NORTH CENTRAL	120235	2/8/2023	9993655555	71.70	GAS TANK RENTALS
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	120249	2/8/2023	9774454A	39.16	SUPPLIES
560-0713-494.23-07		ADVANTAGE ADVERTISING	120234	2/8/2023	43069	126.00	LOGOS ON STAFF SHIRTS
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	120249	2/8/2023	9774454	1,313.58	FOOD FOR RESALE
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	120249	2/8/2023	9785931	1,361.45	FOOD FOR RESALE
560-0713-494.23-26		COCA-COLA ATLANTIC BOTTLING CO	120240	2/8/2023	3667374	165.40	POP FOR RESALE
560-0713-494.23-26		COCA-COLA ATLANTIC BOTTLING CO	120240	2/8/2023	3667375	-76.00	CREDIT - POP FOR RESALE
560-0715-494.22-99		MILLENNIUM WASTE, INC.	120251	2/8/2023	3443218T081	182.70	GARBAGE DISPOSAL

City of Bettendorf Parks Accounts Payable 02-07-23 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
560-0715-494.23-07		QC POWER EQUIPMENT	120253	2/8/2023	56719	1,356.50	COURSE SUPPLIES
560-0715-494.23-10		QUAD CITY SAFETY, INC.	120254	2/8/2023	3070356	519.60	SAFETY GLOVES
560-0715-494.23-10		CINTAS FIRST AID & SAFETY #D89	120238	2/8/2023	8406076326	44.68	FIRST AID SUPPLIES
560-0715-494.23-24		DUCK CREEK TIRE AND SERVICE, INC.	120242	2/8/2023	1000377	13.00	TIRE MOUNTING
570-0000-221.10-00		MISCELLANEOUS	120248	2/8/2023	KINSEY-A	4.75	REFUND SALES TAX
570-0000-351.09-01		MISCELLANEOUS	120248	2/8/2023	KINSEY	67.93	MEMBERSHIP REFUND
570-0526-494.22-99	2301LF	CINTAS LOC 23M	120093	2/1/2023	4136640237	87.53	MAT CLEANING SERVICE
570-0526-494.22-99	2301LF	CINTAS LOC 23M	120093	2/1/2023	4138217378	87.53	MAT CLEANING SERVICE
570-0526-494.22-99	2301LF	CINTAS LOC 23M	120093	2/1/2023	9202259908	-38.74	REFUND
570-0526-494.22-99	2301LF	CINTAS LOC 23M	120093	2/1/2023	9202259911	-32.74	REFUND
570-0706-494.22-99		ADVANCED BUSINESS SYSTEMS, INC	120071	1/18/2023	295980B	66.66	SCANNCER MOVING FEE
570-0706-494.22-99	LFC012	GALLENS, DAWN	120074	1/18/2023	010223	1,612.00	TUMBLING INSTRUCTOR PAYME
570-0706-494.22-99		DAN PATRICK, LLC	120072	1/18/2023	123122	8,200.20	60% INDOOR TENNIS
570-0706-494.22-99		DAN PATRICK, LLC	120072	1/18/2023	123122A	90.00	90% RACKET REPAIR
570-0706-494.22-99		DAN PATRICK, LLC	120072	1/18/2023	123122B	-200.00	LFC FEE
575-0525-494.21-08	2300PL	MID AMERICAN ENERGY	120075	1/18/2023	095077016DEC2	319.60	Splash Landing North Pump
575-0525-494.21-08	2300PL	MID AMERICAN ENERGY	120075	1/18/2023	284077027DEC2	163.37	Splash Landing South Pump
						48,452.33	