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, MARCH 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. PRESENTATION

- Budget Discussion – Finance Director Jason Schadt

II. CONSENT AGENDA ITEMS

- Resolution setting the date for a public hearing and directing the advertising for bids for The Landing Project – Public Works Director Brian Schmidt **(See Consent E)**

- Resolution approving a site development plan for 3240 – 62nd Street, submitted by Brent Martin – Community Development Director Mark Hunt ***(See Consent J)***

- Resolution approving a site development plan for 6125 Valley Drive, submitted by Jeff Hartman – Community Development Director Mark Hunt ***(See Consent K)***

- Resolution authorizing the purchase of chairs and stools from Gitchi Gaming, Inc. for the Waterfront Convention Center – Finance Director Jason Schadt ***(See Consent D)***

- Resolution approving the Professional Services Agreement between the City of Bettendorf/Palmer Grill and Food, Drink, Friends, Inc. – City Administrator Decker Ploehn; City Attorney Chris Curran; Culture and Recreation Director Kim Kidwell ***(See Consent C)***

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.

III. REMAINING CONSENT AGENDA ITEMS

IV. OPERATIONAL ITEMS

V. ITEMS ADDED BY MAYOR AND COUNCIL

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

CITY OF BETTENDORF CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL

TUESDAY, MARCH 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

1. **AGENDA**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **INVOCATION**
   Given by Bettendorf Police Chaplain and Pastor for Hope Baptist Church, Pastor Mark Cannon

5. **FIRE LIEUTENANT PROMOTIONS**
   FF Todd Akers, FF Shaun Logan and FF Mike Martin

6. **PROCLAMATION**
   March 9, 2023, World Kidney Day, and the month of March, Kidney Awareness Month requested by Jonathan Napolitano, Community Outreach Manager for the National Kidney Foundation

7. **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.

8. **PUBLIC HEARING**
   Regarding the 2023 Street Resurfacing Program

9. **RESOLUTION**
   Council Member Brown to present a resolution approving the plans, specifications, and form of contract for the 2023 Street Resurfacing Program

10. **PUBLIC HEARING**
    Regarding the Davis Street Reconstruction Project from Crow Creek Road to south of 48th Avenue

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.

11. **RESOLUTION**
    Council Member Connors to present a resolution approving the plans, specifications, and form of contract for the Davis Street Reconstruction Project from Crow Creek Road to south of 48th Avenue

12. **PUBLIC HEARING**
    Regarding the Nathan Court Reconstruction Project from Stone Haven to the end

13. **RESOLUTION**
    Council Member Naumann to present a resolution approving the plans, specifications, and form of contract for the Nathan Court Reconstruction Project from Stone Haven to the end

14. **PUBLIC HEARING**
    Regarding the vacation and conveyance of excess right-of-way generally located east of 2420 Shaker Court, submitted by Chris Davison/4D Holdings, LLC (Case 23-007)

15. **RESOLUTION**
    Council Member Baden to present a resolution approving the vacation and conveyance of excess right-of-way generally located east of 2420 Shaker Court

16. **ORDINANCE**
    Council Member Sechser to present the second reading of an ordinance adjusting the rates for Sanitary Sewer, Storm Water Utility and Solid Waste Enterprise Activities of the City, effective April 1, 2023

17. **RESOLUTION – (CONSENT AGENDA K ADDED AT COMMITTEE OF THE WHOLE MEETING AT REQUEST OF COUNCIL MEMBER CONNORS 3/6/2023)**
    Council Member Palczynski to present a resolution approving a site development plan for 6125 Valley Drive, submitted by Jeff Hartman

18. **CONSENT AGENDA**

19. **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
MARCH 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 February 21, 2023 (Approve and Adopt)

B. Resolution authorizing the Culture and Recreation Director to sign an Agreement for Services between Bi-State Regional Commission and the City of Bettendorf (Approve and Adopt)

C. Resolution approving the Professional Services Agreement between the City of Bettendorf/Palmer Grill and Food, Drink, Friends, Inc. (Approve and Adopt)

D. Resolution authorizing the purchase of chairs and stools from Gitchi Gaming, Inc. for the Quad-Cities Waterfront Convention Center. (Approve and Adopt)

E. Resolution setting the date for a public hearing and directing the advertising for bids for the Landing Project. (Approve and Adopt)

F. Resolution awarding the contract and bond for the 23rd Street Resurfacing Project from Lincoln Road to Middle Road. (Approve and Adopt)

G. Resolution awarding the contract and approving the contract and bond for the Downtown Landscape Planting and Maintenance Program. (Approve and Adopt)

H. Resolution awarding the contract and approving the contract and bond for the 2023 Full Depth Patching Program. (Approve and Adopt)

I. Resolution approving a professional services agreement with McClure Engineering for the Spencer Creek Lift Station Project. (Approve and Adopt)

J. Resolution approving a site development plan for 3240 – 62nd Street, submitted by Brent Martin. (Approve and Adopt)

K. MOVED TO ITEMS TO APPEAR #17 AT REQUEST OF COUNCIL MEMBER CONNORS AT COMMITTEE OF THE WHOLE MEETING 3/6/2023.

L. Resolution authorizing the issuance of an RFP for asbestos removal for homes purchased under the 2021 FEMA Flood Buyout Grant (HMGP DR-4557-IA-0045.) (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 Civil Service List submitted for the Construction Inspector position in the Public Works Department. (Approve and Adopt)

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

O. Resolution approving liquor license renewals and requests for QC Mart (Central Ave location); Oscar's Pub; Sonesta Select Bettendorf; Hidden Hills Golf Club; and The Vintage Pop-Up Wine Bar. (Approve and Adopt)

P. 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, *1 in 3 adults in the United States are at risk for chronic kidney disease. In fact, 37 million adults in the U.S. are estimated to have chronic kidney disease and approximately 90% don't know they have it; and*

WHEREAS, *risk factors for kidney disease include, diabetes, high blood pressure, heart disease, obesity, and family history. Early detection and treatment of kidney disease could result in fewer people requiring dialysis treatments and/or transplantation; and*

WHEREAS, *the National Kidney Foundation is the largest, most comprehensive, and longstanding patient-centric organization dedicated to the awareness, prevention, and treatment of kidney disease in the U.S. For more information about the National Kidney Foundation, visit www.kidney.org*

NOW, THEREFORE, *I, Robert S. Gallagher, Mayor of the City of Bettendorf, Iowa, do hereby proclaim the month of* ***March, 2023 as "Kidney Awareness Month"*** *and* ***March 9, 2023 as "World Kidney Day"*** *in the Bettendorf community and encourage all citizens to educate themselves on the risk factors associated with kidney disease and to bring attention to this often overlooked health crisis.*

DATED *this 7th day of March 2023*

_____

Mayor Robert S. Gallagher

MEETING DATE: March 7, 2023
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 1, 2, 4

Item Title:

Public hearing for the 2023 Street Resurfacing Program.

Resolution approving the plans, specifications and form of contract for the 2023 Street Resurfacing Program.

Explanation:

The proposed improvements consist of pavement scarification (milling) and resurfacing various streets with Hot Mix Asphalt (HMA), full depth HMA paving, full depth concrete patching, constructing handicap accessible ramps and other related work within the City of Bettendorf, Iowa. The following streets are included in this year's program:

Ward	Street Name
1	Brown Street from 16th Street to 18th Street
4	Crow Creek Court
2	Harmony Drive from Hillcrest Drive to Spruce Hills Drive
2	South Hampton Drive from 2990 South Hampton to Windsor Drive
2	Westmar Drive from 3118 Westmar Drive to Davenshire Drive

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 (PW0555 & RU0043) was approved with a total budget of $1,000,000 within the Community Improvement Program (CIP).

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 2023 STREET RESURFACING 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 street of said city; namely the

2023 Street Resurfacing 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 March, 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 March, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: March 7, 2023
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 4

Item Title:

Public hearing for the Davis Street Reconstruction Project from Crow Creek Road to south of 48th Avenue.

Resolution approving the plans, specifications and form of contract for the Davis Street Reconstruction Project from Crow Creek Road to south of 48th Avenue.

Explanation:

The proposed improvements consist of reconstructing approximately 465 lineal feet of 31-foot wide and 6-inch thick P.C.C. pavement. Work includes traffic control, erosion control, concrete pavement with drainable granular base and drain tile, partial sidewalk and driveway replacement, manhole adjustments, 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:

This project (PW0582) was approved with a total budget of $275,000 within the Community Improvement Program (CIP).

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 DAVIS STREET RECONSTRUCTION PROJECT FROM CROW CREEK ROAD TO SOUTH OF 48TH AVENUE

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

Davis Street Reconstruction Project from Crow Creek Road to south of 48th Avenue

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 March, 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 March, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: March 7, 2023
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 4

Item Title:

Public hearing for the Nathan Court Reconstruction Project from Stone Haven Drive to the end.

Resolution approving the plans, specifications and form of contract for the Nathan Court Reconstruction Project from Stone Haven Drive to the end.

Explanation:

The proposed improvements consist of reconstructing approximately 315 lineal feet of thirty-one foot (31') wide existing concrete pavement with new six-inch (6") Portland Cement Concrete (PCC) pavement on a drainable subbase with sub-drains on Nathan Court. Also included with this project is the removal and replacement of driveway approaches, partial construction of sidewalks, manhole adjustments, sodding, erosion control, and other work related to reconstructing this street.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

This project (PW0583) was approved with a total budget of $250,000 within the Community Improvement Program (CIP).

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 NATHAN COURT RECONSTRUCTION PROJECT FROM STONE HAVEN DRIVE 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

Nathan Court Reconstruction Project from Stone Haven Drive 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 March, 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 March, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: February 21, 2023 (SPH)
March 7, 2023 (HPH)

COUNCIL LETTER **REQUESTED BY:** Mark Hunt

ITEM TITLE: Resolution setting a date for public hearing on the vacation and conveyance of excess right-of-way generally located east of 2420 Shaker Court, submitted by Chris Davison/4D Holdings, LLC. (Case 23-007) (2/21/23)

Public hearing on the vacation and conveyance of excess right-of-way generally located east of 2420 Shaker Court. (Case 23-007) (3/7/23)

Resolution approving the vacation and conveyance of excess right-of-way generally located east of 2420 Shaker Court. (Case 23-007) (3/7/23)

Explanation (Background and How it Responds to Vision, Mission, or Goals)
Chris Davison/4D Holdings, LLC, owner of property located at 2420 Shaker Court, has expressed an interest in acquiring excess right-of-way that is generally located east of his property. There is no current or anticipated public benefit or need for the property proposed to be vacated and conveyed. If the acquisition is approved, Davison plans to use the vacated property for off-street parking spaces for the use of the tenants who live at 2420 Shaker Court.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
The right-of-way in question should be transferred to Davison at a cost of $1 per square foot in accordance with past practice when requested by the adjoining property owner. The right-of-way proposed to be vacated is 2,206 square feet in size.

List Attachments:
Resolutions; (A) Aerial Photo; (B) Plat of Survey; (C) Application.

RESOLUTION NO. _____ - 23

RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON THE VACATION AND CONVEYANCE OF EXCESS RIGHT-OF-WAY GENERALLY LOCATED EAST OF 2420 SHAKER COURT

WHEREAS, the City of Bettendorf (the "City") is the owner of certain right-of-way generally located east of 2420 Shaker Court (the "Property") specifically described as:

Part of Shaker Court as contained in Fairmeadows Eleventh Addition to the City of Bettendorf, Scott County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of Lot 3 in said Fairmeadows Eleventh Addition; thence North 89° 47' 02" East along the North line of said Lot 3, a distance of 17.76 feet to the Point of Beginning on the West right of way line of Shaker Court; thence North 89° 47' 02" East, a distance of 37.00 feet; thence South 00° 41' 01" East, a distance of 88.53 feet to a 226.00 feet radius curve, concave northeasterly on the westerly right of way line of Shaker Court; thence 35.45 feet northwesterly along said curve, through a central angle of 08° 59' 10" with a 35.41 feet chord that bears North 16° 46' 03" West; thence South 89° 18' 39" West, a distance of 27.19 feet; thence North 00° 41' 01" West, a distance of 54.84 feet to the Point of Beginning, containing 2,206 square feet, more or less and subject to easements and restrictions of record.

WHEREAS, there is no current or anticipated public benefit or need for the Property proposed to be vacated and conveyed, and

WHEREAS, the contiguous and adjoining property owner, Chris Davison/4D Holdings, LLC, is interested in accepting the Property, and

WHEREAS, upon Council approval to vacate the Property, pursuant to City policy, an approved conveyance of the Property to the adjoining property owner will be at the price of $1 per square foot.

NOW, THEREFORE, BE IT RESOLVED, that this Council will conduct a public hearing to vacate and convey excess right-of-way generally located east of 2420 Shaker Court to the adjoining property owner, Chris Davison/4D Holdings, LLC, in the City Hall Council Chambers at 1609 State Street, Bettendorf, Iowa at 7:00 p.m. on the 7th day of

March, 2023, and the City Clerk is hereby instructed to give notice of said hearing, said notice to be published at least once as provided by law, not less than 4 days nor more than 20 days before the date set for the hearing.

PASSED, APPROVED, AND ADOPTED this 21st day of February, 2023.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

RESOLUTION NO. _____ - 23

RESOLUTION APPROVING THE
VACATION AND CONVEYANCE OF EXCESS RIGHT-OF-WAY GENERALLY LOCATED
EAST OF 2420 SHAKER COURT

WHEREAS, the City of Bettendorf (the "City") is the owner of certain right-of-way generally located east of 2420 Shaker Court (the "Property") specifically described as:

Part of Shaker Court as contained in Fairmeadows Eleventh Addition to the City of Bettendorf, Scott County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of Lot 3 in said Fairmeadows Eleventh Addition; thence North 89° 47' 02" East along the North line of said Lot 3, a distance of 17.76 feet to the Point of Beginning on the West right of way line of Shaker Court; thence North 89° 47' 02" East, a distance of 37.00 feet; thence South 00° 41' 01" East, a distance of 88.53 feet to a 226.00 feet radius curve, concave northeasterly on the westerly right of way line of Shaker Court; thence 35.45 feet northwesterly along said curve, through a central angle of 08° 59' 10" with a 35.41 feet chord that bears North 16° 46' 03" West; thence South 89° 18' 39" West, a distance of 27.19 feet; thence North 00° 41' 01" West, a distance of 54.84 feet to the Point of Beginning, containing 2,206 square feet, more or less and subject to easements and restrictions of record, and

WHEREAS, there is no current or anticipated public benefit or need for the Property proposed to be vacated and conveyed, and

WHEREAS, the contiguous and adjoining property owner, Chris Davison/4D Holdings, LLC, is interested in accepting the Property, and

WHEREAS, upon Council approval to vacate the Property, pursuant to City policy, an approved conveyance of the Property to the adjoining property owner will be at the price of $1 per square foot, and

WHEREAS, this Council deems it necessary and advisable to vacate City right-of-way that is no longer needed for public purposes to the adjacent property owner to wit:

Vacate excess right-of-way generally located east of 2420 Shaker Court

WHEREAS, a public hearing on the proposed vacation of excess right-of-way generally located east of 2420 Shaker Court was held in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa at 7:00 p.m. on the 21st day of February, 2023.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the City hereby vacates the Property and approves conveyance of the Property to the adjoining property owner, Chris Davison/4D Holdings, LLC, and directs the City Attorney to prepare such documents as necessary to transfer title to the transferee and further authorizes the Mayor and City Clerk to sign said documents.

PASSED, APPROVED, AND ADOPTED this 21st day of February, 2023.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

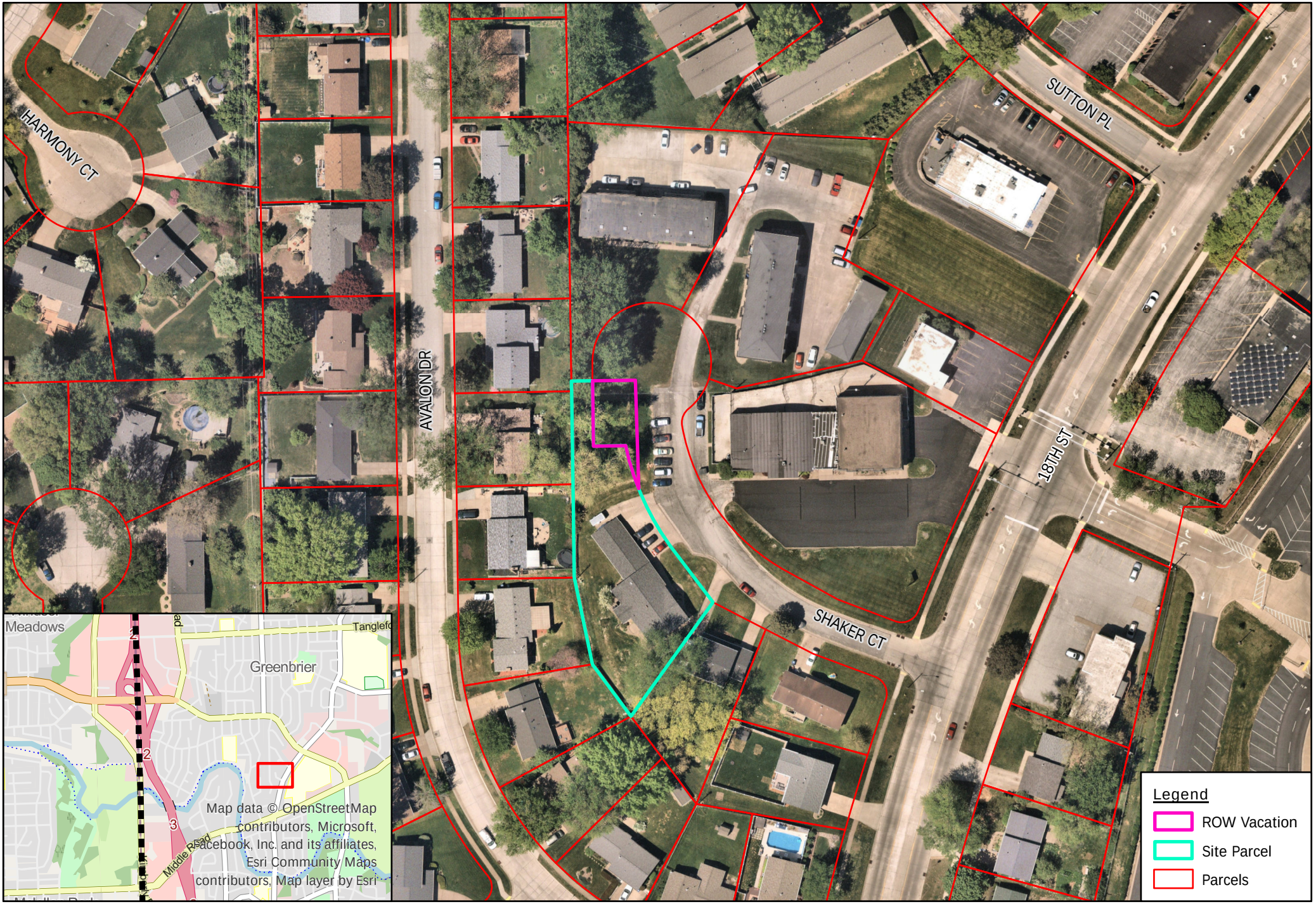
Decker P. Ploehn, City Clerk

Case 23-007: 2420 Shaker Court
Vacation of Right-of-Way
Aerial

Bettendorf
a premier city
IOWA

N

1 Inch = 102 Feet
Feet
0 40 80 160 240

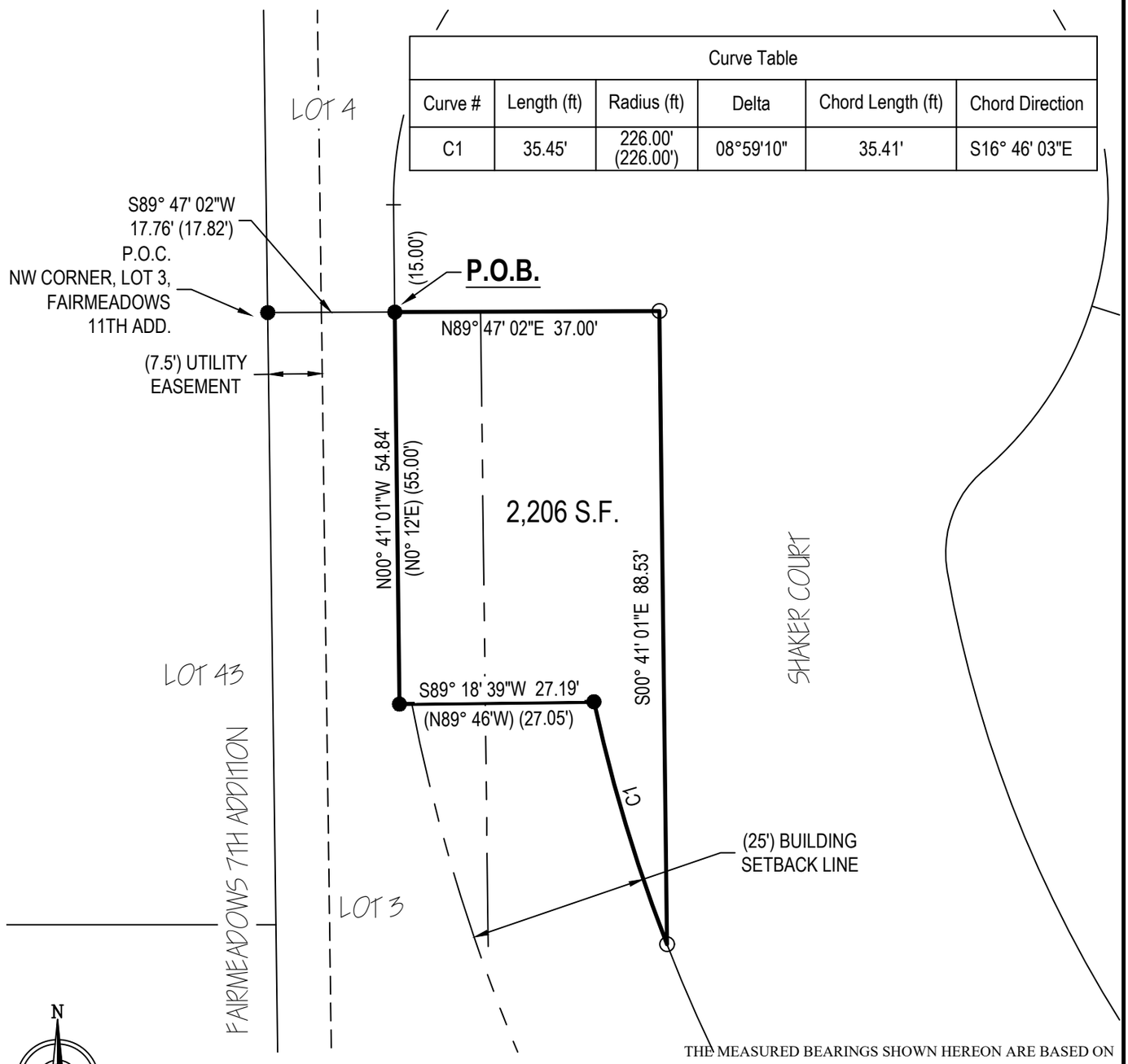


PREPARED BY / RETURN TO: Townsend Engineering, 2224 E. 12th Street, Davenport, Iowa 52803 (563) 386-4236

PLAT OF SURVEY

DESCRIPTION ATTCHED

Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	35.45'	226.00' (226.00')	08°59'10"	35.41'	S16° 46' 03"E



N
W E
S

20 0 10 20

(IN FEET)

1" = 20' (8.5x14)

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

REVISIONS:
DATE

DATE:
5/25/2022

DRAWN BY:
KLC

CHECKED BY:
MDR

DRAWING LOCATION
S: \FEE, DALE

PREPARED FOR:
4D HOLDINGS LLC
2 SUMMER COURT
BETTENDORF, IA 52722

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

LICENSED LAND SURVEYOR
MICHAEL D. RICHMOND
23503
IOWA

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

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

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

Bettendorf
a premier city

REQUEST FOR VACATION OF RIGHT-OF-WAY
CITY OF BETTENDORF

Petitioner: 4D Holdings, LLC

Address: 2 Summer Place, Bettendorf, IA 52722

Phone: (515) 333-2465 Fax No.: _____

E-mail address: christopherc.davison@gmail.com

Contact Person: Chris Davison

Address: 2 Summer Place, Bettendorf, IA 52722

Phone: (515) 333-2465 Fax No.: _____

E-mail address: christopherc.davison@gmail.com

Address/general location of property involved 2420 Shaker Court, Bettendorf, IA 52722

Legal description of property (if any) _____

Size of property to be vacated 2,266 **square feet**

FOR OFFICE USE ONLY

Received by: [signature]

Date: June 21, 2022

Fee per square foot: $_____

Total fee received: $_____

- ☐ Presence of public utilities checked?
- ☐ Written consent of abutting owners?
- ☐ Utility companies notified?
- Y/N Easements necessary?
- ☐ Legal description prepared?
- ☑ $100 filing fee received

City of Bettendorf
Procedure on Vacation of City Property

The following procedure is used in the process of vacating unnecessary city property (typically streets or alleys) in the City of Bettendorf, Iowa.

1. Submit a written request to the Community Development Department, 4403 Devils Glen Road, along with a filing fee of $100.

2. City staff will check for any public utilities contained within the right of way and determine whether the vacation is favorable or unfavorable.

3. If conditions are favorable, you must obtain the written consent of any abutting property owners of the area to be vacated and any other individuals who may be affected by the vacation, as determined by staff.

4. The City will notify the utility companies of the proposed vacation and inquire of the need for easements. The City may reserve an easement for any existing or proposed public or private utilities located within the vacated area. This easement would preclude the placement of a building on the vacated right of way in order to allow for maintenance and construction of utilities.

5. The City normally charges a purchase price of $1.00 per square foot for any vacated city property. In its discretion, the City may waive this price if it is determined that the property has no market value. Alternatively, the City may choose to obtain an appraisal for those properties that are believed to have a higher market value.

6. The City will prepare a legal description for the property and the matter will be scheduled for a public hearing and formal approval before the City Council.

7. After formal approval by the City Council and receipt of all fees, the City will execute a Quit Claim Deed for the property and record the deed.

Approved March 2016

PROBLEM



LIMITED PARKING

- Tenants of 2420 Shaker Ct. lack adequate parking.
- Property has no contiguous on street parking.

ROOT CAUSE

- Apartment Complex houses 8 licensed drivers plus guests.
- Posh Pets Dog Kennel leverages the street parking for employees of the business. (Stalls are typically occupied 24hours on a first come first serve basis)

PROPOSAL

- City to Vacate ~2,266 SF of original planned Cul-de sac. Allocating this property to adjoining 2420 Shaker Ct to be used for off street parking



Proposed Vacation

2,266 Square Feet

- Zoned-R5
- Replat to attach to 2420 Shaker Ct.

Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: February 21, 2023
REQUESTED BY: Schadt

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

An Ordinance adjusting the rates for Stormwater Utility, Sewer Utility, and Solid Waste Enterprise activities of the City

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

During the FY 2023/24 budget work sessions, staff presented the Mayor and Council with a plan to balance revenues and expenditures in several Enterprise Funds by raising user fees. The increases needed in the Stormwater and Sewer Utility funds are primarily project driven, and a complete list of projects for these funds can be found in the City's FY 2023/24 Capital Improvement Plan. Fee increases are proposed in the Solid Waste Fund to maintain a breakeven operation and to adequately fund future truck and cart replacements.

The proposed increases are outlined in detail in the attached ordinance establishing the rate changes effective April 1, 2023, or on the day of publication, whichever occurs later.

The proposed increase in rates are summarized below:

Monthly Solid Waste Fee	Increase 3%
Monthly Stormwater Fee per Equivalent Residential Unit (ERU)	Increase from $5.40 to $5.60 ERU
Unit charge per 100 cubic feet of Sewer Wastewater	Increase from $3.69 to $3.84

Three readings are required to pass the Ordinance, unless the Council chooses to wave the rules. The February 21st reading will be the first of three readings.

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

Raising the fees, as proposed, will maintain balanced operations for each of the Sewer Enterprise, Stormwater Enterprise and Solid Waste Enterprise Funds for FY 2023/24.

List Attachments:

Ordinance, Section 8-3-6; Section 8-2-6; Section 9-1-7. Reviewed by City Attorney.

Ordinance _____-23

An Ordinance Adjusting the rates for Stormwater Utility, Sewer Utility, and Solid Waste Enterprise activities of the City

Whereas, the revenues generated by the rates in the stormwater utility, the sanitary sewer utility, and the solid waste enterprise do not match expenses, and

Whereas, it is a goal of these activities that the revenues equal the expenses,

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

Section One. Section 8-3-6 of the municipal code is hereby deleted, and the following substituted therefore, effective April 1, 2023:

"Sec. 8-3-6. **GARBAGE AND RECYCLING COLLECTION RATES**:

The city shall utilize an automated garbage collection service and the rate for the combined garbage and recycling collection shall be as established in subsections B and C of this section, effective April 1, 2023:

A. Yard Waste: The rate for the sticker which is affixed to the yard waste bag shall be one dollar sixty cents ($1.60). Each bag shall require a separate sticker for collection.

B. Garbage and Recycling: Users of garbage collection service shall be charged a fee as follows:

Garbage & Recycling	Monthly Fee
32 gallon cart/every other week	$11.81
32 gallon cart/weekly collection	$13.65
65 gallon cart/weekly collection	$18.15
95 gallon cart/weekly collection	$22.69
Quarterly handling charge per billing	$4.00

C. Cart Exchange: Users wanting to exchange an existing cart for a different sized cart will be billed a twenty-five dollar ($25.00) exchange fee.

D. Excess Garbage: Users who have garbage beyond what the cart will hold shall place a special garbage sticker on the bag of garbage to be collected; only

garbage bags bearing the sticker shall be collected. The special garbage sticker shall be three dollars ($3.00) per bag.

E. Nonpayment; Lien: Users shall pay the fee charged in subsections B and C of this section on a quarterly basis, with such billing to the address of service by the city. 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 allowed by section 384.84 of the state code (2007) or as it may later be amended.

F. Date Due; Penalty: All garbage and recycling 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 garbage and recycling 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."

Section Two. Section 8-2-6(H) of the municipal code is hereby deleted and the following substituted therefore, effective April 1, 2023:

"Sec. 8-2-6. **SEWER UTILITY RATES**:

…

H. Rate Charged:

1. Effective April 1, 2023, 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, 2023, is hereby established as three dollars and eighty-four cents ($3.84) 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 ninety-one dollars and twenty cents ($91.20) plus a six dollar ($6.00) handling charge per billing for a total cost of ninety-seven dollars and twenty cents ($97.20) every three months beginning with bills mailed April 1, 2023."

Section Three. Section 9-1-7 of the municipal code is hereby deleted, and the following substituted therefore, effective April 1, 2023:

"Sec. 9-1-7: **STORMWATER SERVICE CHARGES AND FEES:**

A. Accrual Of Charges; Billing: Stormwater service charges shall accrue beginning July 1, 2003, and shall be billed periodically thereafter to customers, except as specific exemptions and credits may apply.

B. ERU Standards: The following ERU standards shall apply, effective April 1, 2023:

1. Charges: Stormwater service charges are per equivalent residential unit (ERU) or increment thereof. The charge per ERU shall be five dollars and sixty cents ($5.60) per month plus a four dollar ($4.00) quarterly handling charge per billing.

2. Residential Detached Dwelling Units: Residential properties with detached dwelling units shall be charged a stormwater fee based upon the amount of impervious area found on the property. The calculations of impervious area are based upon a formula that uses the total amount of square footage of land, as shown on the official records at the Scott County assessor's office, multiplied by a factor of thirty percent (30%). This value is then divided by two thousand five hundred (2,500) to determine the amount of equivalent residential units (ERUs) for that property. No property shall be charged less than one ERU per month. No property shall be charged more than five (5) ERUs per month.

3. Other Developed Lands: All developed lands not classified as detached dwelling units shall be billed for one equivalent residential unit (ERU) for each two thousand five hundred (2,500) square feet of impervious surface or increment thereof. (Ord. 05-16, 3-15-2016)”

Section Four. Full Force and Effect.

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

Section Five . Repealer.

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

Section Six . Severability of Provisions.

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

Section Seven . Municipal Infraction.

Any person, firm, or corporation who violates this ordinance shall be guilty of a municipal infraction and shall be penalized as set forth in Section 1-4-2 of the Municipal Code of the City of Bettendorf, Iowa.

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

_____
Mayor

Attest:

_____
City Clerk

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES

FEBRUARY 21, 2023

The City Council of Bettendorf, Iowa met in regular session on February 21, 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, Connors, Naumann, Sechser, Baden, Palczynski
Presiding: Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with the Pledge of Allegiance followed by an Invocation given by Bettendorf Police and Outreach Pastor of Mighty Fortress Community Church, Pastor Alex Sierra.

PUBLIC REQUESTS OF COUNCIL

Carol Green, 1615 Prairie Vista Drive, addressed the Council with her request for backyard chickens and provided the Mayor and Council with a packet of information with respect to same. Mayor Gallagher explained that this topic was addressed in the annual Goal Setting meeting last October and will be discussed again this fall in Goal Setting.

Margarito "Skip" Saldivar, 2738 Grant Street, asked Council and Police Chief Kimball if the city would be adding more police officers, and questioned staff regarding the garbage schedule, community center, and swimming pool. Mayor Gallagher and city staff responded accordingly.

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

PUBLIC HEARING REGARDING 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

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

RESOLUTION

Council Member Connors presented a resolution instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not

to exceed $1,000,000 Sewer Revenue Capital Loan Notes and made a motion to approve the resolution as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF BETTENDORF AND THE IOWA FINANCE AUTHORITY

Council Member Naumann presented a resolution approving and authorizing a form of Interim Loan and Disbursement Agreement by and between the City of Bettendorf and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $1,000,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2023A, of the City of Bettendorf, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Note and made a motion to approve the resolution as presented. Council Member Palczynski seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE 23RD STREET RESURFACING PROJECT FROM LINCOLN ROAD TO MIDDLE ROAD

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one addressed the Council, and the Public Hearing was closed.

RESOLUTION

Council Member Brown presented a resolution approving the plans, specifications, and form of contract for the 23rd Street Resurfacing Project from Lincoln Road to Middle Road and made a motion to approve the resolution as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE 2023 FULL DEPTH PATCHING PROGRAM

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one addressed the Council, and the Public Hearing was closed.

RESOLUTION

Council Member Palczynski presented a resolution approving the plans, specifications, and form of contract for the 2023 Full Depth Patching Program and made a motion to approve

the resolution as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

ORDINANCE – FIRST READING ADJUSTING THE RATES FOR STORMWATER UTILITY, SEWER UTILITY, AND SOLID WASTE ENTERPRISE ACTIVITIES OF THE CITY

Council Member Sechser presented the first reading of an ordinance adjusting the Stormwater Utility, Sewer Utility, and Solid Waste Enterprise Activities of the City and made a motion to approve the ordinance at its first reading as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

CONSENT AGENDA

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

ADJOURNMENT

There being no further business, Council Member Palczynski made a motion to adjourn, and Council Member Adamson seconded the motion. The meeting was adjourned at approximately 7:17 p.m.

_____

Mayor Robert S. Gallagher

Attest:

_____

City Clerk Decker P. Ploehn

CONSENT AGENDA
FEBRUARY 21, 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 February 7, 2023 (Approve and Adopt)

B. Resolution setting the date for a public hearing and directing the advertising of bids for the 2023 Street Resurfacing Program. (Approve and Adopt)

C. Resolution setting the date for a public hearing and directing the advertising of bids for the Davis Street Reconstruction Project from Crow Creek Road to south of 48th Avenue. (Approve and Adopt)

D. Resolution setting the date for a public hearing and directing the advertising of bids for the Nathan Court Reconstruction Project from Stone Haven to the end. (Approve and Adopt)

E. Resolution awarding the contract and approving the contract and bond for the Pineacre Drive Reconstruction Project from Crestline Drive south to the end. (Approve and Adopt)

F. Resolution authorizing the Director of Public Works to issue a purchase order to Gee Asphalt Systems, Inc. for the 2023 Pavement Preservation Program. (Approve and Adopt)

G. Resolution authorizing the Director of Public Works to issue a purchase order to Valley Construction for earth excavation at the FG80 Development. (Approve and Adopt)

H. Resolution ordering the installation of streetlights in the Forest Green subdivision. (Approve and Adopt)

I. Resolution revoking a Parking for Persons with Disabilities Sign at 817 Brown Street. (Approve and Adopt)

J. Resolution setting a date for public hearing on the vacation and conveyance of excess right-of-way generally located east of 2420 Shaker Court, submitted by Chris Davison/4D Holdings, LLC (Case 23-007). (Approve and Adopt)

K. Resolution adopting the Health Plan Proposal from Wellmark for Health Insurance Service and Stop Loss Protection, Elixir for Prescription coverage, Delta Dental for Dental coverage, and Employee Benefit Systems for Vision coverage effective March 1, 2023, through

February 29, 2024, and authorizing the Mayor and City Administrator to execute contracts for same. (Approve and Adopt)

L. Resolution approving the Civil Service List submitted for the Human Resources Generalist position in the Human Resources Department. (Approve and Adopt)

M. Resolution approving the lease of two (2) vehicles from Enterprise Fleet Management for the Police Department. (Approve and Adopt)

N. Resolution approving liquor license renewals and requests for Rudy's Tacos and Fareway. (Approve and Adopt)

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

COUNCIL LETTER

MEETING DATE: March 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 to approve the Parks & Recreation Master Plan update agreement between the City of Bettendorf and Bi-State Regional Commission.

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

1. The Parks and Recreation Master Plan last completed in 2017 is in need of updates and future Parks usage data.
2. It is in the City of Bettendorf Strategic Plan that the Parks Master Plan undergo an update to align with recent developments and trail enhancements.
3. The City has set aside funding for the Master Plan update.
4. An updated Parks and Recreation Master plan is needed to guide future use of parks and parks programming.

ATTACHMENTS:

- **Resolution**
- **Proposal from Bi-State Regional Commission**
- **Agreement between the City of Bettendorf and Bi-State Regional Commission**

RESOLUTION _____ - 23

RESOLUTION TO ENTER INTO AN AGREEMENT WITH BI-STATE REGIONAL COMMISSION TO UPDATE THE PARKS AND RECREATION MASTER PLAN

WHEREAS, the current Parks and Recreation Master Plan is outdated and does not include recent data;

WHEREAS, updating the plan is a strategic goal for the City of Bettendorf and the City Council;

WHEREAS, staff has budgeted for this expense and will be working with Bi-State Regional Commission who created the 2017 Master Plan;

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 an Agreement for Services with Bi-State Regional Commission relating to the Parks & Recreation Master Plan Update.

PASSED, APPROVED AND ADOPTED this 7th day of March 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Bi-State Regional Commission
Scope of Work for City of Bettendorf
Park and Recreation Master Plan Update

Introduction. City of Bettendorf would like to update the Bettendorf Park and Recreation Master Plan under the guidance of the Park Advisory Board, Director of Culture & Recreation, Director of Public Works, and the Parks Maintenance Supervisor. The process will include public meeting facilitation assistance, data research and coordinated analysis, inventory assistance, mapping and document publication preparation.

Purpose. The Park and Recreation Master Plan is a tool used by the Bettendorf Park Advisory Board and the City of Bettendorf to identify the issues, needs, and strategies to enhance the City's mission to provide recreational opportunities that enrich the quality of life for all.

Process. The planning process will include meetings with the Park Advisory Board, city staff and City Council members to guide the development and completion of the plan. It is anticipated that up to 3 general public input meetings will be held within the city to solicit input on strengths, weaknesses, and opportunities for improvement of the parks system. Information will be collected and analyzed for community park and recreation needs related to the current plan's identified objectives, including access to facilities, desired facilities to meet needs, cost-effective operations, good area coverage, preserving natural resources, regular assessment of needs, and plan for park acquisitions. Additionally, the plan will address park management and future marketing and outreach. The utilization of the City's Communications team will also assist with the process.

Note that as the data collection, visioning, and plan development progresses, the Park Advisory Board, City Staff and the City Communications team may need to collect additional input or community data through a survey of stakeholders and others. Bi-State staff can assist with this work, but it is not included in the scope of this proposal. Based on these tasks, strategies for achieving the goals and objectives will be reviewed and revised from prior plans or developed from the planning process. The process will conclude with a recommendation for consideration of the plan document adoption by the City Council.

Timeline. The project is anticipated to begin August 1, 2023 and be completed by January 31, 2025.

Deliverables. The project deliverables will be a draft and a final plan document for the City of Bettendorf. Twenty copies of each are anticipated.

Budget. **The project cost is anticipated to be $21,871 and will include multiple staff. This cost would be offset by $3,000 from member dues with the remaining balance to the city being $18,871.** Refer to Attachment A for additional details. There are an estimated 350 staff hours proposed for the project, utilizing the Planning Director for oversight, a Principal Planner as project manager and liaison, planning, data and mapping staff for project development, plus administrative staff to prepare the document. Printing costs include up to 20 draft copies and 20 final copies, plus meeting materials and printed displays. Meeting and direct other costs include materials and supplies for meetings and displays. The project budget is noted below.

Project Approach. A Park and Recreation Master Plan serves as a framework for program development policies and decision-making by the City of Bettendorf. The plan declares the agency purpose and policies, provides an educational element by outlining program strengths and weaknesses, guides policy decisions and program investments, provides elements for joint efforts among community providers and groups, and notes areas for further study, planning or coordination. It is suggested the plan follow the same outline as the 2017 plan.

The planning process is suggested to include up to 3 public input sessions, from 6-8 planning meetings with the Park Advisory Board and city staff to develop and complete the plan. Additional meetings may be held with key park and recreation stakeholders, as needed. From 1-2 briefings are anticipated with the Bettendorf City Council. The Park Advisory Board and city staff will be utilized to help with data analysis and interpretation. It is anticipated that the stakeholder and public input meetings would be facilitated by Bi-State staff to solicit input on community strengths, weaknesses, and opportunities for improvement in the area of parks and recreation for the City of Bettendorf. Other public input from existing or outside surveys may also be utilized as part of the input and analysis process.

Information will be collected and analyzed for needs related to the community, and specialized park and recreation data will be collected from various existing sources. Updated/new park location maps, locational/service area maps, trails/shared use path map, and the addition of a future projects map will be included. Based on these tasks, strategies for achieving priority area goals and objectives will be reviewed and refined. At the end of the process, a recommendation will be made to the Bettendorf City Council for consideration and approval of the plan.

Project Schedule. To allow for adequate collaborative input, the project is recommended to begin August 1, 2023 through January 31, 2025 for the development of the park and recreation master plan update.

Park and Recreation Master Plan Update

Total Budget

Personnel	$21,591
Printing Costs	$230
Training/Travel	$0
Direct Other Costs	$50
Total	**$21,871**

Bi-State Regional Commission administers an Equal Opportunity and Affirmative Action Program and is prohibited by federal law from discriminating on the basis of race, color, national origin, age, disability, religion, sex and familial status, and complies with federal, state and local laws, regulations and directives. Bi-State Regional Commission carries umbrella insurance coverage which includes errors and omissions. Licensing is not a requirement of the planning profession.

AGREEMENT FOR SERVICES
BETWEEN
BI-STATE REGIONAL COMMISSION
AND
THE CITY OF BETTENDORF

This Agreement is by and between the Bi-State Regional Commission, hereinafter called Bi-State, and the City of Bettendorf, hereinafter called the City.

A. SCOPE OF SERVICES

Bi-State shall assist the City with development of an update of the Bettendorf Park and Recreation Master Plan. The process will include facilitation assistance, data research, inventory of park facilities/programs and coordinated analysis, and document publication assistance. Refer to Attachment A Scope of Work for additional details.

B. CITY RESPONSIBILITIES

The City will:

1. Announce, advertise, and conduct necessary meetings including public hearings, if required, to expedite conclusion of this agreement.

2. Provide existing copies of documents which pertain to this project by end of the first month from the execution of the agreement.

3. Provide for all outside printing costs of documents and maps.

4. Provide timely Board review of drafts. Provide attorney review, if required.

5. Provide documents in accessible format, as required by the Americans with Disabilities Act, when requested by the public.

C. PRODUCTS/SERVICES

The plan update process will include meetings with the Park Advisory Board and city staff to guide the development and completion of the plan. It is anticipated three public input meetings, and from one to two briefings with the City Council will be held within Bettendorf to solicit input on strengths, weaknesses, and opportunities for parks/recreations improvements. Additional meetings may be held with key park and recreation stakeholders, as needed. Information will be collected and analyzed for community needs related to the focus areas, which currently include: facilities; operations, maintenance and safety; programming and experiences; management; and marketing and outreach. Note that as the data collection, visioning, and plan development progresses, the City may need to collect additional input through a survey which is outside of this services agreement. Bi-State staff can assist with this effort, but it is not included in the scope of this proposal. Based on the outlined tasks, strategies for achieving the goals and objectives of the plan will be reviewed and revised from

DRAFT

prior plans or developed from the planning process. The process will conclude with a recommendation for consideration of the plan document.

Bi-State will include up to 20 draft copies and 20 final copies, plus meeting materials and printed displays.

D. SCHEDULE

Work on this project will begin on August 1, 2023 and be completed by January 31, 2025.

E. AMENDMENT OR TERMINATION

This Agreement may be amended or terminated by mutual written consent of Bi-State and the City shall be liable for actual costs incurred by Bi-State up to the date of termination or additional costs incurred by Bi-State because of amendment(s) including a change in scope of work.

F. 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.

G. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT.

Bi-State represents that Bi-State has complied with the United States Immigration and Control Act of 1986. All persons employed by Bi-State for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

H. HOLD HARMLESS

The City and its agents shall indemnify, save, and hold harmless Bi-State, its officers, agents, and employees from and against all losses, claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise brought or recovered against Bi-State, its agents or employees, including any and all expenses, legal or otherwise, incurred by Bi-State, its agents and employees in the defense of any claims or suit as a result of this Agreement.

Bi-State 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 Bi-State is legally liable.

DRAFT

I. NON-DISCRIMINATION

Bi-State will not discriminate against any employee or applicant for employment, because of race, color, sex, national origin, religion, age, handicap, or veteran status. Bi-State 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. Bi-State will cooperate with the City in using Bi-State's most reasonable efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this agreement.

J. RIGHT TO REPRODUCE

Bi-State retains the right to publish, at its cost, additional copies of any documents or maps prepared under this Agreement without prior permission of the City.

K. COMPENSATION

The City agrees to pay Bi-State $18,871.00 for the project. The project will be supplemented by an additional $3,000.00 in member dues for a total project cost of $21,871.00. Bi-State will invoice the City at the completion of the project in 2025, unless otherwise requested by the City. Final payments shall be due and payable within 30 days of the City's acceptance of the Bi-State's submission of final deliverables in accordance with the Scope of Services.

In Consideration of said payment, Bi-State agrees to perform all service, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in accordance with the standard of care, noted below, 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 Bi-State 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.

Under the Standard of Care, services provided by Bi-State 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.

DRAFT

_____ _____

Denise Bulat, Executive Director Date
Bi-State Regional Commission

_____ _____

Robert S. Gallagher, Mayor Date
City of Bettendorf

COUNCIL LETTER

MEETING DATE: March 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 to approve the Professional Services Agreement between the City of Bettendorf/Palmer Grill and *Food, Drink, Friends, Inc.*

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

1. To continue and enhance service at Palmer Grill, the City of Bettendorf has explored options and has decided to enter into a Professional Services Agreement with a private restaurant group to operate and manage Palmer Grill.
2. Due to management and staffing shortages this agreement will help the City to continue providing food service at Palmer Grill and Palmer Hills Golf Course for citizens and patrons.
3. The City of Bettendorf issued a Request for Proposals on December 13, 2022 with a deadline for submissions on January 4, 2023, in which two proposals were received.
4. Upon review of all aspects of the submittals, staff recommends that Food, Drink, Friends, Inc. be selected as the service provider relating to the operation of the food and beverage services at Palmer Hills Golf Course, excluding The Forge (the “Facilities”).

ATTACHMENTS:

- **Resolution**
- **Professional Services Agreement**
- **Request for Proposals Document**

RESOLUTION_____- 23

RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH FOOD, DRINK, FRIENDS, INC. RELATING TO FOOD AND BEVERAGE SERVICES AT PALMER HILLS GOLF COURSE

WHEREAS, a request for proposals was issued on December 13, 2022 relating to the provision of food service and management for the city's restaurant, bar and course concessions, as well as food and beverage service at events, leagues, and outings at Palmer Hills Golf Course;

WHEREAS, upon review of all aspects of the submittals, staff recommends that Food, Drink, Friends, Inc. be selected as the service provider relating to the operation of the food and beverage services at Palmer Hills Golf Course, excluding The Forge (the "Facilities");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that Food, Drink, Friends, Inc. be selected as the service provider for food and beverage services at the Facilities and the Mayor and City Administrator are hereby authorized and directed to sign the professional services agreement with said entity in the form of contract included with this resolution.

PASSED, APPROVED AND ADOPTED this 7th day of March, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of March, 2023, by and between the City of Bettendorf, Iowa, a municipal corporation (the "City") and Food, Drink, Friends, Inc. (the "Service Provider") as follows:

1. RETENTION OF SERVICE PROVIDER. The City hereby engages Service Provider and Service Provider agrees to operate and manage the City's restaurant, bar, course concessions, and food and beverage service at events, leagues, and outings at Palmer Hills Golf Course, specifically excluding The Forge (the "Facilities"), as such services are specifically described in Section 3.

2. TERM. This Agreement shall commence on April 1, 2023, and remain in effect until November 15, 2023 (the "Term").

3. SERVICES

   A. *Duties and Responsibilities.* Subject to the provisions of this Agreement, Service Provider shall have decision-making authority in the day-to-day operation, direction, management, and supervision of the Facilities. Service Provider's authority and obligations shall include:

      i. hiring, training, compensation, supervision and termination of Facilities personnel, including determining the number of staff required. All bartenders and servers shall be TIPS certified;

      ii. the creation of food and beverage menus and the pricing of the same;

      iii. maintaining and operating the Facilities in accordance with the Service Provider's standards at its other facilities, and in accordance with industry standards;

      iv. purchasing and maintaining the Facilities' inventory of food, beverages (including, without limitation, wines and liquors) and operating supplies;

      v. obtaining, and keeping in full force and effect, all requisite licenses and permits, including, but not limited to, the liquor license;

      vi. operate beverage cart service to players on the golf course;

      vii. work with the City's Communications team to promote and market the Facilities;

      viii. provide food truck services at times and locations as mutually agreed upon between the parties to provide food options to patrons at The Forge putting course and Palmer Hills Pavilion, or as otherwise agreed by the parties. With respect to food truck services, the parties contemplate that the Service Provider

FINAL DRAFT

retains the profit/loss on food sales, and the parties shall split profit/loss from beer sales in the same manner as described in Section 5. A.

ix. notifying City if it has actual knowledge relating to, and promptly forwarding to City any notices or other communications it delivers or receives with respect to: (i) the occurrence of damage or destruction to the Facilities; (ii) any litigation, claim or proceeding affecting City, Service Provider or the operation of the Facilities; and (iii) any notice of violation (or alleged violation) of any law relating to the ownership or operation of the Facilities which could expose City or Service Provider to any criminal penalty or to any civil penalty or which is otherwise material to the ownership or operation of the Facilities.

x. Providing copies to the City of all health inspections at the Facilities.

B. *Limitation on Service Provider's Authority*. In addition to any other limitations on Service Provider's authority set forth in this Agreement, Service Provider shall not, without City's written approval, take any of the following actions with respect to the Facilities:

i. enter into any contract or other agreement relating to the Facilities that is for a term longer than the term of this Agreement (unless such contract is terminable with not more than thirty (30) days with notice without penalty).

ii. enter into any lease, license, concession or other occupancy agreement; or

iii. enter into any arrangement for the employment of any professional firm related solely to the Facilities; or

iv. sell, transfer or otherwise dispose of all or any portion of the Facilities, except for the sale of inventory as approved in writing by City; or

v. acquire any capital assets or interest therein; or

vi. finance, refinance or otherwise encumber the Facilities or any portion thereof; or

vii. take any other action that is prohibited under the terms of this Agreement or requires the approval of City; or

viii. The Forge. The City shall retain operational control of The Forge, including the sale of range balls, the sale of access to The Forge, and the sale of food and beverage from The Forge. The City shall maintain a liquor license for alcohol sales at The Forge. Any profit or loss relating to The Forge shall remain with the City.

4. <u>OPERATION OF FACILITIES</u>

A. The City and the Service Provider have the mutual goals of providing food and beverage options to the patrons of Palmer Hills Golf Course and the City of Bettendorf, while doing so in a manner that is commercially viable. The parties

FINAL DRAFT

agree to work together in good faith to determine the appropriate hours of operation, menu items, and other offerings to accomplish such goals. Service Provider agrees to open the Facilities for business seven (7) days during the term of this Agreement, except to the extent the Service Provider and Palmer Hills Head Golf Professional (the "Golf Professional") agree otherwise. Hours of operation shall generally relate to the hours of operation of the golf course, as communicated to Service Provider by the Palmer Hills Head Golf Professional.

B. The Palmer Grill portion of the Facilities shall open no later than thirty (30) minutes before the first tee time at the golf course and shall close no earlier than sunset, unless specifically agreed otherwise by the Golf Professional. Full kitchen service shall be made available beginning no later than 11AM on weekdays and 8AM on weekends, provided that pre-made breakfast items shall be made available upon the initial daily opening of the Palmer Grill. The parties agree to work together regarding the opening of the full grill on all holidays. The full kitchen shall remain available until no sooner than sunset.

C. Operating hours for the beverage cart shall be 7AM – 3PM on weekends during the golf season, during all golf outings and such other hours as agreed upon between the Golf Professional and the Service Provider.

D. The City is responsible for all utilities and cleaning of the dining room (for clarity, cleaning of surfaces and vacuuming on a nightly basis) hallways, and restrooms at the Facilities. For avoidance of doubt, Service Provider is responsible for kitchen cleaning, and for cleaning of the dining area and deck during hours of service. The City will spray wash the deck area, pergola, and pavilion upon request and agreement by the parties.

E. The parties contemplate co-branding of Service Provider staff to acknowledge the "Palmer Grill" name of "Palmer Hills" name and acknowledging the brand used by the Service Provider, or as otherwise agreed by the parties. The parties agree that the beverage carts shall be co-branded in a manner agreed upon by the parties.

F. To the extent credit card revenue relating to the services described in Section 3. A. flows initially to the City, the City will wire such credit card revenue to Service Provider on a weekly basis.

5. <u>COMPENSATION</u>

A. In consideration of the Services the City agrees to pay the Service Provider a monthly payment of $4,000, due on a monthly basis. In addition, the parties agree to split all losses and profits relating to the operation of the Facilities. Profit and loss sharing shall be calculated by subtracting the operational costs of the Facilities from the operational revenue. Operational costs shall include all food and beverage purchases for resale, all personnel costs under the control of the operator, and all purchases of supplies and services normally used in the operations of a restaurant. Operational revenue shall include all revenue

FINAL DRAFT

(including sales tax) received from the sale of food and beverage within the Facilities, and the on-course beverage carts.

B. In consideration of said payments, the Service Provider agrees to perform all Services in accordance with the standard of care set forth in this Agreement.

C. Service Provider shall utilize the City's point of sale system relating to the Services. Service Provider and the City will jointly prepare profit and loss statements.

6. 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 $1,500,000 each personal injury accident and/or death; $1,500,000 each aggregate personal injury and/or death; and $1,500,000 for each property damage accident. The evidence shall state the City as an additional insured on a primary basis, 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. Statutory worker's compensation coverage for all workers. No workers may be deemed independent contractors.

E. All-risk insurance for all insurable equipment, furnishings, and fixtures owned or leased for the full insurable replacement value and personal property insurance for replacement value.

F. Dramshop insurance/liquor liability insurance with the limits of $1,000,000 per occurrence; the City shall be listed as an additional insured on a primary basis.

FINAL DRAFT

7. 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.

   If to City:

   City of Bettendorf
   Attn: Director of Culture and Recreation
   2900 Learning Campus Drive
   Bettendorf, IA 52722

   If to Service Provider:

   Food, Drink, Friends, Inc.
   Attn: Drew Lawrence
   1320 1st Street
   Rock Island, IL 61201

8. GENERAL COMPLIANCE. In the provision 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.

9. INDEPENDENT CONTRACTOR. Service Provider understands and agrees that the Service Provider and Service Provider's employees, and agents 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.

10. 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.

11. HOLD HARMLESS. Service Provider agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and

FINAL DRAFT

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 Services under this Agreement and those of its sub-consultants or anyone for whom Service Provider is legally liable.

12. 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.

13. 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.

14. TERMINATION OF AGREEMENT. Each party has the right to terminate this Agreement upon the material breach of the Agreement by the other party, provided, that termination shall not take effect unless the non-breaching party provides the breaching party with written notice of the alleged breach and the breaching party fails to remedy such alleged breach within ten (10) days of the receipt of notice.

15. 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.

16. 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.

17. MISCELLANEOUS HEADINGS. Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

18. 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 reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

19. 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.

FINAL DRAFT

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.

CITY OF BETTENDORF

By: _____
Robert S. Gallagher, Mayor

ATTEST:

By: _____
Decker P. Ploehn, City Administrator

FOOD, DRINK, FRIENDS, INC.

By: _____
Name: _____
Its: _____

FINAL DRAFT



December 12, 2022

REQUEST FOR PROPOSAL

Restaurant, Bar, Concessions, Events, Outings, Leagues
Palmer Grill at Palmer Hills Golf Course

The Facility

The City of Bettendorf Parks & Recreation Department is soliciting proposals to provide food service and management for a restaurant, bar, course concessions, events, leagues, and outings at the Palmer Grill at Palmer Hill Municipal Golf Course located at 2999 Middle Road, Bettendorf, IA 52722 for the 2023 season. The facility is a publicly owned golf course serving the greater Quad Cities area. The facility is owned by the City of Bettendorf and includes an award winning 18-hole regulation course designed by Willian J. Spear, practice putting green, 18 hole putting course, driving range, pro shop, and a restaurant and bar with outdoor space. The golf course, putting course, and driving range, are located in the heart of Bettendorf on land purchased from the David Palmer Family in 1971. Palmer Hills was established in 1974 and is home to 125-year-old oak trees, rolling hills, ponds and a meandering creek that comes into play on 11 holes. A variety of teeing options make the golf course playable for all ability levels. The original farmhouse served as the clubhouse and concessions until 2006 when the current clubhouse opened. Since then, the clubhouse has been home to the Palmer Grill, a full-service restaurant and bar.

The goals/objective

The Request for Proposals (RFP) is to award a contract to the selected entity, such contract to be structured as generally proposed and subject to further negotiations with the City, to accomplish the following:

- Provide service for restaurant, bar, events, leagues, outings, putting course, concessions (such as golf cart beverage service) with a distinctive menu and experience that will cater to visitors of the facility.
- Maximize attendance through featured menu items, service, ambiance, and special events marketing.
- Assess, provide, and install all necessary furnishings and equipment over and above current existing inventory in order to create an attractive and inviting destination.
- Implement quality marketing and advertising.
- Work in unison with Palmer Hills Golf Professional to ensure an optimum experience for those frequenting the restaurant, bar, and golf course.
- Furthermore, the proposed restaurant and bar will promote public enjoyment, provide job opportunities for residents, and complement the facility.

Scope of Services

- Providing food and beverage services at the restaurant and bar, for golf tournaments, golf outings and leagues, on the course during daily play, and the Forge putting course. Food requirements may include breakfast, lunch, dinner, and light snacks with emphasis on those guests utilizing the golf course and adjacent facilities.
- In addition to providing food and beverage service in the clubhouse, the selected proposer will be required to operate a beverage cart service to players on the golf course.
- The proposer shall hire and assign a full-time qualified and experienced food and beverage manager. This person will be physically on the premises or available to personally resolve problems during operating hours.
- The proposer shall bear all responsibility for the continuous staffing of the restaurant facility providing for prompt efficient customer service.
- Obtaining all licenses, permits, and certificated required to operate the facility.
- Operating the restaurant facility during the hours and in a quality manner as agreed upon with the City of Bettendorf.
- Working with the City of Bettendorf's Communications team to promote and market the restaurant facility to the golfers and the general public so as to maximize the usage and revenues.
- Providing quarterly income statement and balance sheet information and any other information requested by the City of Bettendorf.

Days and Hours of Service

- The selected proposer shall not undertake any activity which interferes with the operation of the golf course.
- The selected proposer shall coordinate activities with the Head Golf Professional during normal operations.
- Proposer shall be required to open the restaurant for business every day the golf course is open no later than 30 minutes prior to the first scheduled tee time. The restaurant shall remain open throughout the day and should be closed no sooner than dusk.
- Operating hours for the beverage cart shall be 7am until 3pm on Saturday and Sunday during the golf season, during all golf outings, and hours to be agreed upon by the Head Golf Professional and the entity.

Selection Criteria

The following criteria shall be utilized to select

1. Qualifications of proposer and experience in restaurant, food, bar and banquet services or operation.

2. Proposed menu, and service concepts.

3. Proposed staffing levels for both on and off season, including descriptions of key positions.

4. Terms and conditions of the contractual relationship.

5. Demonstrated ability to deliver and maintain quality customer service.

6. Demonstrated financial stability.

7. Willingness to support the mission of Palmer Hills and the City of Bettendorf.

8. The City of Bettendorf reserves the right to use other criteria deemed necessary for the decision which may include past experience with the City of Bettendorf.

9. References may be required upon request.

Proposal

Each proposal shall be made in strict accordance with the specifications set forth below. Any proposal failing to comply with these specifications shall be subject to rejection. The City of Bettendorf, in its sole discretion, may allow additional time to remedy any defects in a proposal.

- Cover letter with official business name, address, and telephone number and name(s) of principal officer(s)/employees. Also include name, address and telephone number of representative authorized to act on behalf of the establishment.
- Resume/history and the proposed manager(s) of the facility.
- Summary of Proposal including a brief statement of the most significant features of the Proposal.
- Description of the contract structure. For example, is the proposal for professional services, a lease arrangement, a revenue sharing arrangement, a combination of the foregoing, or other form of contract.
- Description of the operation and service concepts
- Sample menu for breakfast, lunch, and dinner (both restaurant and bar if different) including proposed pricing. All prices shall be subject to approval by Lessor.
- Sample menu for events, golf outings, etc. including proposed pricing
- Description of additional equipment, furniture, and fixtures to be provided by lease applicant.
- Description of staffing levels for peak and non-peak hours and seasons.
- Description of method and amount of financial compensation to the City of Bettendorf.
- Proof of (or ability to obtain) the following insurance:

    a. Comprehensive General Liability Insurance with combined single limit of $1,500,000 per occurrence. This policy must include the following coverages:

        i. Contractual liability
        ii. Products liability
        iii. Broad form property damage
        iv. Personal injury

    b. Owned, hired, and non-owned automobile liability coverage with a $1,000,000 limit

    c. Statutory worker's compensation coverage for all workers. No workers may be deemed independent contractors.

d. All risk insurance for all insurable equipment, furnishings, and fixtures owned or leased for the full insurable replacement value and personal property insurance for replacement value.

e. The City of Bettendorf, its elected officials, employees, and others working on its behalf shall be included as additional insureds, by endorsement, to the General Liability.

Form of Proposal

- Proposals should be submitted to Kim Kidwell no later than Wednesday, January 11 at 5:00 p.m.
- The City of Bettendorf, at its sole option, may hold information discussions and interviews with qualified concessionaires who have submitted a proper proposal for the purpose of evaluating Proposals.
- The City of Bettendorf reserves the right to reject any and all bids submitted or direct its staff to enter into negotiations with one or more entities who have submitted proposals if it is determined to be in the best interests of the City of Bettendorf to do so.
- By submitting a Proposal, the entity represents and warrants that all information set forth therein is true and correct as of the date of the Proposal is submitted.
- All materials submitted in response to this RFP will become property of the City of Bettendorf and will become public record after the evaluation process is completed and an award decision made.

Site visits for interested bidders will take place on Monday, December 19 from 3:30-5:00 p.m. and Wednesday, January 4, 2023 from 3:30-5:00 p.m. at Palmer Grill. No other site visit times will be offered.

A formal agreement containing the negotiated terms and conditions will be entered into between the selected entity and The City of Bettendorf.

Questions and Answers

Any questions regarding this RFP must be submitted by e-mail to Kim Kidwell, Director of Culture & Recreation at kkidwell@bettendorf.org.

MEETING DATE: March 7th, 2023

COUNCIL LETTER

REQUESTED BY: Schadt

VISION:

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

ITEM TITLE: Resolution Authorizing the Purchase of Chairs and Stools from Gitchi Gaming, Inc.

Resolution authorizing the purchase of chairs and stools from Gitchi Gaming, Inc. for the Quad-Cities Waterfront Convention Center

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

Staff for the Isle, operator of the Waterfront Convention Center, has requested approval for the purchase of 1,400 banquet chairs from Gitchi Gaming. The original chairs purchased during the build have reached the end of their useful life. Replacing the chairs will allow us to remain one of the top banquet/convention facilities in the area.

ATTACHMENTS:

- Resolution

RESOLUTION NO. _____- 23

Resolution authorizing the purchase of chairs and stools from Gitchi Gaming, Inc. for the Waterfront Convention Center.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that staff is hereby authorized to contract Gitchi Gaming, Inc., and its affiliates, to provide chairs and stools at the Quad-Cities Waterfront Convention Center at a cost of $228,552.00.

PASSED, APPROVED, AND ADOPTED this 7th day of March, 2023.

_____
Robert Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Sole Source or Preferred Vendor Procurement Request

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

Please submit this form to the Finance Department

Description of Product/Service: ____Banquet Chairs _____

Estimated amount of this purchase: $ 240,000_____

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

Department:_QCWCC_____ Contact Person:__Julia Dreifurst_____

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

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

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

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

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

   These chairs will be purchased from a preferred vendor that we have an existing relationship with, allowing us to obtain the best pricing.

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

   There are no future obligations.

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

   Caesars Entertainment has an existing relationship with this vendor as they have provided the same chairs for our other casinos. This relationship allowed us to obtain the best pricing available.

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

_____	___Julia Dreifurst_____	__2/15/23_____
City Staff making Request	Printed Name	Date
_____	__Sally Rogers_____	__2/15/23_____
Department Head Signature	Printed Name	Date

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

_____	_____	_____
Finance Director Signature	Printed Name	Date

Gitchi Gaming, Inc.

P.O. Box 335, 905 Dexter Street North, Prescott, WI 54021
Phone 715.262.8900 Fax 715.262.3447

1,400 FORUM STACK CHAIRS

February 1, 2023 NBallenger@caesars.com

==========

Nancy Ballenger ph. 563.441.7101
Senior Vice President & General Manager
1777 Isle Parkway
Bettendorf, IA 52722

==========

We are pleased to quote your "FORUM" needs as follows:

Qty.	Description of Stools	Each	Extended
1,400	Gary Platt Forum Stack Chair	$160.00	$224,000.00

- Upholstery – Horizons #6 on entire chair
- Frame Finish – Gun Metal
- Hospitality Foam
- Purse hook on hand hold
- Retractable Ganging
- Stacks 10-12 High



Excludes: Shipping & Handling, Taxes
Includes: 6 Dollies, & Disposal of 300 existing stack chairs
Lead time: 20 to 24 weeks
Terms: Net 10 days
FOB: Reno, Nevada

Respectfully submitted,
Jessica John

We appreciate this opportunity!

Gitchi Gaming, Inc.

P.O. Box 335, 905 Dexter Street North, Prescott, WI 54021
Phone 715.262.8900 Fax 715.262.3447

Pesaro Seating

February 7, 2023 NBallenger@caesars.com

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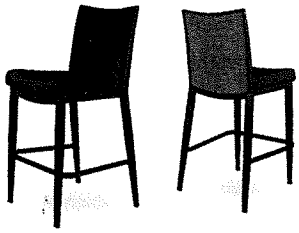
Nancy Ballenger ph. 563.441.7101
Senior Vice President & General Manager
1777 Isle Parkway
Bettendorf, IA 52722

==========

We are pleased to quote your "PESARO" needs as follows:

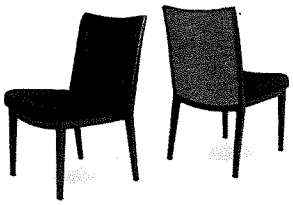
Qty.	Description of Stools	Each	Extended
10	Gary Platt Hospitality Pesaro Barstool	$301.00	$3,010.00

- Upholstery- Seat & Inside Back Boltaflex Black
- Upholstery- OB Horizons #6
- Frame Finish- Alum-Wood Dark Mahogany
- Upgraded Pluxe Foam
- Stacks 5 High



6	Gary Platt Pesaro Dining Stool	$257.00	$1,542.00

- To Match Above
- Stacks 6-8 High



Total: $4,552.00

Excludes: Shipping & Handling, Taxes
Lead time: 3 – 4 months
Terms: Net 10 days
FOB: Reno, Nevada

Respectfully submitted,
Jessica John

We appreciate this opportunity!

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

Item Title:

Resolution setting the date for a public hearing and directing the advertising for bids for The Landing Project.

Explanation:

The proposed improvements consist of construction of a new aquatics facility and ice rink infrastructure including demolition and removal of existing facilities, new construction of multiple buildings, access drives and parking lots, and related mechanical, electrical and site improvements. The ice rink itself will be constructed as future work not part of this contract.

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 2PL005 was approved with a total budget of $18.9M 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 LANDING PROJECT

WHEREAS, this Council deems it necessary and advisable under the provisions of the Code of Iowa to construct certain improvements to the facilities of Bettendorf, Iowa, namely, the

The Landing Project

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 March, 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 2:00 o'clock p.m. on the 11th day of April, 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 March, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

SECTION 00 11 13 – 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 **2 PM** local time on **April 11, 2023**, for **The Landing - Phase 1 Splash Landing** 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 construction of a new aquatics facility and ice rink infrastructure including demolition and removal of existing facilities, new construction of multiple buildings, access drives and parking lots, and related mechanical, electrical and site improvements. The ice rink itself will be constructed as future work not part of this Contract

Bids will be received for a single prime contract.

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 RDG Planning & Design.

All work on this contract shall be substantially completed on or before May 8, 2024. Work on site may commence on the agreed upon start date, or April 19, 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 One Thousand Dollars and no/100 ($1,000.00) per calendar day shall be charged for every day past the substantial 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.

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.

This project is sales tax exempt. The Owner will issue an exemption certificate for the purchase or use of building materials, supplies, and equipment that will be used in the performance of the construction contract.

Owner:
City of Bettendorf
Brent Morlok – City Engineer
4403 Devils Glen Road, Bettendorf, IA 52722

Architect of Record:
RDG Planning & Design
301 Grand Avenue, Des Moines, Iowa 50309
Phone: (515) 288-3141

Published upon order of the City Council of Bettendorf, Iowa.

END OF SECTION 00 11 13

MEETING DATE: March 7, 2023
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 1, 3

Item Title:

Resolution awarding the contract and approving the contract and bond 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.

Bids were received on February 28, 2023. Hawkeye Paving Corp. of Davenport, Iowa was the low bidder of six (6) bids received. Bids ranged from the high of $757,264.50 to the low of $651,275.00, which is 3.64% below the engineer's estimate of $675,850.50.

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

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

This project (PW0522) was approved with a total budget of $700,000 within the Community Improvement Program (CIP).

List Attachments:
Resolution
Bid Tabulation
Contract

RESOLUTION NO._____-23

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT AND BOND FOR THE 23RD STREET RESURFACING PROJECT FROM LINCOLN ROAD TO MIDDLE ROAD

WHEREAS, plans, specifications, and form of contract were approved by this City Council for the construction of improvements to the street system of said City; namely, the

23rd Street Resurfacing Project from Lincoln Road to Middle Road

WHEREAS, bids were accepted for the construction of the above project on the 28th day of February, 2023, with Hawkeye Paving Corp. of Davenport, Iowa submitting the lowest responsible bid in the amount of $651,275.00 and

WHEREAS, appropriately executed contract and bond have been submitted by the Contractor in conformance with the plans and specifications as described above.

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

1. The bid of Hawkeye Paving Corp. is hereby accepted for the 23rd Street Resurfacing Project from Lincoln Road to Middle Road in the amount of $651,275.00.

2. The Mayor and City Administrator are hereby authorized to sign the contract for the construction of said project.

3. The award of contract under this resolution is expressly subject to the bidder providing all necessary bonds and insurance documents; on the bidder's signing of the contract as provided in the notice to bidders, and no further facts or issues coming to light between the passage of this resolution and the actual signing of the contract by a representative of the City such as would cause the City to reconsider, defer, to stop the decision to enter into the contract.

4. A total purchase order amount of $700,000, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	23rd Street Resurfacing Project			Hawkeye Paving Corp		N.J. Miller, Inc.		Manatts, Inc. - Eastern Iowa Asphalt		CDMI Concrete Contractors Inc.		LANGMAN CONSTRUCTION, INC.		Brandt Construction Co	
				Total Price	$651,275.00	Total Price	$677,660.00	Total Price	$700,000.00	Total Price	$707,384.20	Total Price	$741,657.85	Total Price	$757,264.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Traffic Control	1	LS	$60,000.00	$60,000.00	**$16,000.00**	$16,000.00	$28,000.00	$28,000.00	$30,000.00	$30,000.00	$57,000.00	$57,000.00	$25,000.00	$25,000.00
2	Pavement Driveway and Sidewalk Removal	1902	SY	$12.00	$22,824.00	**$11.00**	$20,922.00	$15.00	$28,530.00	$25.00	$47,550.00	**$11.00**	$20,922.00	$25.00	$47,550.00
3	Full Depth Sawcut	1420	LF	$2.00	$2,840.00	$3.00	$4,260.00	$5.00	$7,100.00	$9.50	$13,490.00	$2.00	$2,840.00	**$0.10**	$142.00
4	Curb Gutter	600	LF	$50.00	$30,000.00	**$27.00**	$16,200.00	$44.00	$26,400.00	$38.00	$22,800.00	$50.00	$30,000.00	$62.00	$37,200.00
5	Granular Subbase, 6"	2488	SY	$12.00	$29,856.00	$26.00	$64,688.00	$21.25	$52,870.00	$9.75	$24,258.00	**$8.00**	$19,904.00	$19.00	$47,272.00
6	Engineering Fabric	100	SY	$8.00	$800.00	$5.00	$500.00	$6.00	$600.00	$7.00	$700.00	$5.00	$500.00	**$3.00**	$300.00
7	P.C.C. Pavement, 7"	1553	SY	**$75.00**	$116,475.00	**$75.00**	$116,475.00	$75.75	$117,639.75	$97.00	$150,641.00	$85.00	$132,005.00	$95.00	$147,535.00
8	P.C.C. Pavement, 6"	500	SY	$75.00	$37,500.00	$80.00	$40,000.00	**$73.50**	$36,750.00	$95.00	$47,500.00	$85.00	$42,500.00	$80.00	$40,000.00
9	Sidewalk, 4" P.C.C.	1497	SF	$14.00	$20,958.00	**$5.00**	$7,485.00	$9.50	$14,221.50	$8.50	$12,724.50	$12.00	$17,964.00	$13.00	$19,461.00
10	Detectable Warning Surfaces at ADA Curb Ramps	80	SF	$50.00	$4,000.00	$45.00	$3,600.00	$60.00	$4,800.00	$45.00	$3,600.00	$50.00	$4,000.00	**$30.00**	$2,400.00
11	Driveway, 6" P.C.C.	58	SY	$80.00	$4,640.00	$80.00	$4,640.00	**$78.00**	$4,524.00	$95.00	$5,510.00	$90.00	$5,220.00	$115.00	$6,670.00
12	Electronic Information Sign	2	EA	**$500.00**	$1,000.00	$2,500.00	$5,000.00	$1,950.00	$3,900.00	$1,800.00	$3,600.00	$2,000.00	$4,000.00	$2,250.00	$4,500.00
13	Full Depth Patch, P.C.C., 7"	352	SY	$110.00	$38,720.00	$120.00	$42,240.00	**$103.75**	$36,520.00	$115.00	$40,480.00	$125.00	$44,000.00	$148.00	$52,096.00
14	Rotomilling	9275	SY	**$4.00**	$37,100.00	$6.50	$60,287.50	$5.00	$46,375.00	$6.00	$55,650.00	$7.70	$71,417.50	$7.50	$69,562.50
15	Base Preparation	9275	SY	**$1.00**	$9,275.00	$2.20	$20,405.00	$2.90	$26,897.50	$2.00	$18,550.00	$1.50	$13,912.50	$2.00	$18,550.00
16	Crushed Rock Stabilization	50	TONS	$40.00	$2,000.00	$55.00	$2,750.00	$88.00	$4,400.00	$50.00	$2,500.00	**$25.00**	$1,250.00	$40.00	$2,000.00
17	HMA Hand Method	10	TON	$400.00	$4,000.00	$250.00	$2,500.00	$170.00	$1,700.00	$200.00	$2,000.00	**$157.00**	$1,570.00	$350.00	$3,500.00
18	HMA Standard Traffic (ST) surface, 3/8", PG 58-28H	875	TONS	**$109.00**	$95,375.00	$120.00	$105,000.00	$125.00	$109,375.00	$114.00	$99,750.00	$157.00	$137,375.00	$117.00	$102,375.00
19	HMA Interlayer Base, 3/8", PG 58-34E	585	TON	$150.00	$87,750.00	$168.00	$98,280.00	$155.00	$90,675.00	$160.00	$93,600.00	$157.00	$91,845.00	**$132.00**	$77,220.00
20	Pavement Markings	1	LS	**$1,000.00**	$1,000.00	$2,500.00	$2,500.00	$1,399.50	$1,399.50	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00
21	Manhole Adjustment	4	EA	$1,500.00	$6,000.00	$2,000.00	$8,000.00	$1,600.00	$6,400.00	**$775.00**	$3,100.00	$1,500.00	$6,000.00	$1,500.00	$6,000.00
22	Chimney Seals	3	EA	$1,000.00	$3,000.00	$1,000.00	$3,000.00	$1,075.00	$3,225.00	$825.00	$2,475.00	**$600.00**	$1,800.00	$900.00	$2,700.00
23	Single Intake, Std, Repair and Adjust	3	EA	$2,500.00	$7,500.00	$2,000.00	$6,000.00	$1,150.00	$3,450.00	**$800.00**	$2,400.00	$1,400.00	$4,200.00	$2,000.00	$6,000.00
24	Double Intake, Std, Repair and Adjust	2	EA	$4,000.00	$8,000.00	$2,750.00	$5,500.00	$2,000.00	$4,000.00	**$850.00**	$1,700.00	$1,800.00	$3,600.00	$3,000.00	$6,000.00
25	Triple Intake, Std, Repair and Adjust	1	EA	$5,000.00	$5,000.00	$4,500.00	$4,500.00	$3,050.00	$3,050.00	**$900.00**	$900.00	$2,200.00	$2,200.00	$4,600.00	$4,600.00
26	Grout and Repair Barrier Rail	1	LS	**$4,000.00**	$4,000.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$5,500.00	$5,500.00	$8,000.00	$8,000.00	$16,000.00	$16,000.00
27	Filter Sock	1000	LF	$1.00	$1,000.00	$2.00	$2,000.00	$1.85	$1,850.00	$2.00	$2,000.00	$0.25	$250.00	**$0.10**	$100.00
28	Intake Protection	6	EA	**$50.00**	$300.00	$150.00	$900.00	$52.50	$315.00	$150.00	$900.00	$100.00	$600.00	$190.00	$1,140.00
29	Select Topsoil, 4"	785	SY	$10.00	$7,850.00	**$5.00**	$3,925.00	$15.25	$11,971.25	$9.00	$7,065.00	$10.00	$7,850.00	$8.00	$6,280.00
30	Seeding and Fertilizing	785	SY	$3.00	$2,355.00	$5.00	$3,925.00	$3.15	$2,472.75	$5.00	$3,925.00	$4.00	$3,140.00	**$2.25**	$1,766.25
31	Chemical Spray Application	785	SY	$0.10	$78.50	$0.50	$392.50	$0.50	$392.50	**$0.01**	$7.85	**$0.01**	$7.85	$0.10	$78.50
32	Flexible Growth Medium	785	SY	$0.10	$78.50	$1.00	$785.00	$0.25	$196.25	**$0.01**	$7.85	$1.00	$785.00	$2.25	$1,766.25

FORM OF CONTRACT

THIS CONTRACT, made the 7th day of March A.D., 2023, by and between Hawkeye Paving Corp., hereinafter called the "Contractor", and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City",

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

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the construction of the **23rd Street Resurfacing - Lincoln Road to Middle Road**, all in strict accordance with the plans and specifications, including any and all addenda prepared by Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price of:

$651,275.00

computed as follows:

Base Bid

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Traffic Control	1	LS	$60,000.00	$60,000.00
2	Pavement, Driveway and Sidewalk Removal	1,902	SY	$12.00	$22,824.00
3	Full Depth Sawcut	1,420	LF	$2.00	$2,840.00
4	Curb and Gutter	600	LF	$50.00	$30,000.00
5	Granular Subbase, 6"	2,488	SY	$12.00	$29,856.00
6	Engineering Fabric	100	SY	$8.00	$800.00
7	P.C.C. Pavement, 7"	1,553	SY	$75.00	$116,475.00
8	P.C.C. Pavement, 6"	500	SY	$75.00	$37,500.00
9	Sidewalk, 4" PCC	1,497	SF	$14.00	$20,958.00
10	Detectable Warning Surfaces at ADA Curb Ramps	80	SF	$50.00	$4,000.00
11	Driveway, 6" PCC	58	SY	$80.00	$4,640.00
12	Electronic Information Sign	2	EA	$500.00	$1,000.00
13	Full Depth Patch, PCC, 7"	352	SY	$110.00	$38,720.00
14	Rotomilling	9,275	SY	$4.00	$37,100.00
15	Base Preperation	9,275	SY	$1.00	$9,275.00
16	Crushed Rock Stabilization	50	TN	$40.00	$2,000.00
17	HMA Hand Method	10	TN	$400.00	$4,000.00
18	HMA Standard Traffic (ST) Surface, 3/8", PG 58-28H	875	TN	$109.00	$95,375.00
19	HMA Interlayer Base, 3/8", PG 58-34E	585	TN	$150.00	$87,750.00
20	Pavement Markings	1	LS	$1,000.00	$1,000.00
21	Manhole Adjustment	4	EA	$1,500.00	$6,000.00
22	Chimney Seals	3	EA	$1,000.00	$3,000.00
23	Single Intake, Std, Repair and Adjust	3	EA	$2,500.00	$7,500.00
24	Double Intake, Std, Repair and Adjust	2	EA	$4,000.00	$8,000.00
25	Triple Intake, Std., Repair and Adjust	1	EA	$5,000.00	$5,000.00

26	Grout and Repair Barrier Rail	1	LS	$4,000.00	$4,000.00
27	Filter Sock	1,000	LF	$1.00	$1,000.00
28	Intake Protection	6	EA	$50.00	$300.00
29	Select Top Soil, 4"	785	SY	$10.00	$7,850.00
30	Seeding and Fertilizing	785	SY	$3.00	$2,355.00
31	Chemical Spray Application	785	SY	$0.10	$78.50
32	Flexible Growth Medium	785	SY	$0.10	$78.50

Total Base Bid: $651,275.00

ARTICLE III. UNIT PRICES FOR CHANGES- Not applicable to this contract.

ARTICLE IV. PAYMENTS- Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE V. CONTRACT TIME- Work under this contract shall commence on the date specified in the written Notice to Proceed from the City, or its authorized representative, to the Contractor who shall diligently prosecute and complete all work under this contract within 60 calendar days from the agreed upon start date, or by July 1, 2023, whichever comes first.

ARTICLE VI. LIQUIDATED DAMAGES - For each and every calendar day that elapses between the Contract Completion Date and the date on which the work covered by such contract is actually completed, including the removal of all plant and obstructions from the site of such work, the Contractor shall pay to the City as liquidated damages and not as a penalty, the sum of Five Hundred Dollars ($500.00).

ARTICLE VII. COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached. In the event that any provision in any of the component parts of this contract conflicts with any provision in any other of the component parts, the provision in the first item listed shall control over the second item listed, which shall control over the third item listed, etc.

1) Addenda to proposed Contract Documents
2) Special Conditions
3) Plan Drawings
4) Supplemental General Conditions
5) General Conditions
6) City of Bettendorf Standard Drawings
7) City of Bettendorf Standard Specifications
8) Iowa D.O.T., AASHTO, ANSI and ASTM Specifications
9) Contract With The City
10) Contractor's Performance and Payment and Maintenance Bond
11) Contractor's Proposal
12) Notice To Bidders
13) Instruction To Bidders
14) Non-Collusion Affidavit

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

Hawkeye Paving Corp
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

_____
Title

ATTEST:

CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

_____
Decker P. Ploehn
City Clerk

This Instrument approved by the City Council of the City of Bettendorf, Iowa, pursuant to Resolution Number _____ passed _____, 2023.

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

Item Title:

Resolution awarding the contract and approving the contract and bond 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 and installation of new mulch in all areas
- 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
- 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

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. Additionally, mowing for City Hall and the downtown parking lots is covered under a separate agreement that has one (1) year remaining. That work will be rolled into this contract starting next year.

Bids were received on February 28, 2023. Corn Crib Nursery of Coal Valley, Illinois was the low bidder of two (2) bids received. Bids ranged from the high of $56,970.00 to the low of $19,845.00.

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. Of that $180,000, $60,000 was allocated for this contract and the mowing. The mowing agreement is approximately $15,000. The $60,000 figure was based off previous year's expenditures, so staff is requesting a $20,000 contingency be added to this base contract to cover non-routine expenses which have varied from previous years and were too difficult to quantify for bidding. These include clean-up and special landscaping and seasonal décor for events such as the 4th of July, Halloween, Christmas and other times.

List Attachments:

Resolution
Bid Tabulation
Contract

RESOLUTION NO._____-23

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT AND BOND FOR THE DOWNTOWN LANDSCAPE PLANTING AND MAINTENANCE PROGRAM

WHEREAS, plans, specifications, and form of contract were approved by this City Council for the construction of improvements to the landscape areas of said City; namely, the

Downtown Landscape Planting and Maintenance Program

WHEREAS, bids were accepted for the above project on the 28th day of February, 2023, with Corn Crib Nursery of Coal Valley, Illinois submitting the lowest responsible bid in the amount of $19,845.00 and

WHEREAS, appropriately executed contract and bond have been submitted by the Contractor in conformance with the plans and specifications as described above.

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

1. The bid of Corn Crib Nursery is hereby accepted for the Downtown Landscape Planting and Maintenance Program in the amount of $19,845.00.

2. The Mayor and City Administrator are hereby authorized to sign the contract for the construction of said project.

3. The award of contract under this resolution is expressly subject to the bidder providing all necessary bonds and insurance documents; on the bidder's signing of the contract as provided in the notice to bidders, and no further facts or issues coming to light between the passage of this resolution and the actual signing of the contract by a representative of the City such as would cause the City to reconsider, defer, to stop the decision to enter into the contract.

4. A total purchase order amount of $40,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	Downtown Landscape Planting and Maintenance Program			Corn Crib Nursery		Greenspace Associates	
				Total Price	$19,845.00	Total Price	$56,970.00
Item #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	2023 Landscape Season Complete	1	LS	$19,845.00	$19,845.00	$56,970.00	$56,970.00

FORM OF CONTRACT

THIS CONTRACT, made the 7th day of March A.D., 2023, by and between **Corn Crib Nursery**, hereinafter called the "Contractor", and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City",

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

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and transportation required to perform and complete in a workmanlike manner all the work required in connection with the **Downtown Landscape Planting & Maintenance Program**, all in strict accordance with the specifications, which are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price of:

$19,845.00

computed as follows:

Base Bid

Item	Description	Quantity	Units	Unit Price	Total Price
1	2023 Landscape Season Complete	1	LS	$19,845.00	$19,845.00

Total Base Bid: $19,845.00

ARTICLE III. UNIT PRICES FOR CHANGES- Not applicable to this contract.

ARTICLE IV. PAYMENTS- Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE V. CONTRACT TIME- Work under this contract shall commence on the date specified in the written Notice to Proceed from the City, or its authorized representative, to the Contractor who shall diligently prosecute and complete all work under this contract as outlined in the Special Conditions, weather depending.

ARTICLE VII. COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1) Contract with the City
2) Special Conditions
3) Request for Proposal
4) Contractor's Proposal

In the event that any provision in any of the foregoing component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

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

Corn Crib Nursery
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

_____
Title

ATTEST:

CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

_____
Decker P. Ploehn
City Clerk

This Instrument approved by the Park Board of the City of Bettendorf, Iowa, pursuant to Resolution Number _____ passed _____, 2023.

MEETING DATE: March 7, 2023
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: All

Item Title:

Resolution awarding the contract and approving the contract and bond 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.

Bids were received on February 28, 2023. CDMI Concrete Contractors, Inc. of Port Byron, Illinois was the low bidder of two (2) bids received. Bids ranged from the high of $1,054,442.00 to the low of $865,518.00, which is 1.83% above the engineer's estimate of $850,000.00.

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

The overall project (PW0577, RU0033 & RU0031) was approved with a total budget of $850,000 within the Community Improvement Program (CIP).

List Attachments:
Resolution
Bid Tabulation
Contract

RESOLUTION NO._____-23

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT AND BOND FOR THE 2023 FULL DEPTH PATCHING PROGRAM

WHEREAS, plans, specifications, and form of contract were approved by this City Council for the construction of improvements to the street system of said City; namely, the

2023 Full Depth Patching Program

WHEREAS, bids were accepted for the construction of the above project on the 28th day of February, 2023, with CDMI Concrete Contractors, Inc. submitting the lowest responsible bid in the amount of $865,518.00 and

WHEREAS, appropriately executed contract and bond have been submitted by the Contractor in conformance with the plans and specifications as described above.

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

1. The bid of CDMI Concrete Contractors, Inc. is hereby accepted for the 2023 Full Depth Patching Program in the amount of $865,518.00.

2. The Mayor and City Administrator are hereby authorized to sign the contract for the construction of said project.

3. The award of contract under this resolution is expressly subject to the bidder providing all necessary bonds and insurance documents; on the bidder's signing of the contract as provided in the notice to bidders, and no further facts or issues coming to light between the passage of this resolution and the actual signing of the contract by a representative of the City such as would cause the City to reconsider, defer, to stop the decision to enter into the contract.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

2023 Full Depth Patching				CDMI Concrete Contractors Inc.		Hawkeye Paving Corp	
				Total Price	$865,518.00	Total Price	$1,054,442.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Pavement, Driveway and Sidewalk Removal	7037	SY	**$18.00**	$126,666.00	$30.00	$211,110.00
2	Granular Subbase, 6" (IDOT Grad 12 or 14)	7037	SY	$15.00	$105,555.00	**$12.00**	$84,444.00
3	Crushed Rock Stabilization (IDOT Grad 11)	100	TON	$30.00	$3,000.00	**$20.00**	$2,000.00
4	Perforated Drain Tile, 4"	450	LF	**$14.00**	$6,300.00	$15.00	$6,750.00
5	Engineering Fabric	200	SY	**$4.00**	$800.00	$5.00	$1,000.00
6	P.C.C. Repair Patch, 6"	6501	SY	**$73.00**	$474,573.00	$90.00	$585,090.00
7	PCC Repair Patch, 8" (State Street and 31st Street)	200	SY	**$165.00**	$33,000.00	$175.00	$35,000.00
8	P.C.C. Sidewalk, 4"	1136	SF	**$14.00**	$15,904.00	$16.00	$18,176.00
9	Detectable Warning Surfaces at Curb Ramps	160	SF	**$45.00**	$7,200.00	$50.00	$8,000.00
10	Single Intake, Repair Adjust	4	EA	**$1,200.00**	$4,800.00	$2,500.00	$10,000.00
11	Manhole, Repair Adjust	1	EA	**$1,000.00**	$1,000.00	$2,000.00	$2,000.00
12	Select Topsoil, 4"	600	SY	**$8.00**	$4,800.00	$10.00	$6,000.00
13	Seeding Fertilizing	600	SY	$3.00	$1,800.00	**$1.00**	$600.00
14	Chemical Spray Application	600	SY	$1.00	$600.00	**$0.10**	$60.00
15	Flexible Growth Medium	600	SY	$3.00	$1,800.00	**$0.10**	$60.00
16	P.C.C. Repair Patch, (IDOT), 10"	536	SY	**$145.00**	$77,720.00	$157.00	$84,152.00

FORM OF CONTRACT

THIS CONTRACT, made the 7th day of March, A.D., 2023, by and between CDMI Concrete Contractors, Inc. , hereinafter called the "Contractor", and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City",

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

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the construction of the **2023 Full Depth Patching Program,** all in strict accordance with the plans and specifications, including any and all addenda prepared by the Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price of:

865,518.00

computed as follows:

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Pavement, Driveway and Sidewalk Removal	7,037	SY	$ 18.00	$ 126,666.00
2	Granular Subbase, 6" (IDOT Grad 12 or Grad 14)	7,037	SY	$ 15.00	$ 105,555.00
3	Crushed Rock Stabilization (IDOT Grad 11)	100	TON	$ 30.00	$ 3,000.00
4	Perforated Drain Tile, 4"	450	LF	$ 14.00	$ 6,300.00
5	Engineering Fabric	200	SY	$ 4.00	$ 800.00
6	PCC Repair Patch, 6"	6,501	SY	$ 73.00	$ 474,573.00
7	PCC Repair Patch, 8" (State Street and 31st Street)	200	SY	$ 165.00	$ 33,000.00
8	PCC Sidewalk, 4"	1,136	SF	$ 14.00	$ 15,904.00
9	Detectable Warning Surfaces at Curb Ramps	160	SF	$ 45.00	$ 7,200.00
10	Single Intake, Repair and Adjust	4	EA	$ 1,200.00	$ 4,800.00
11	Manhole, Repair and Adjust	1	EA	$ 1,000.00	$ 1,000.00
12	Select Topsoil, 4"	600	SY	$ 8.00	$ 4,800.00
13	Seeding and Fertilizing	600	SY	$ 3.00	$ 1,800.00
14	Chemical Spray Application	600	SY	$ 1.00	$ 600.00
15	Flexible Growth Medium	600	SY	$ 3.00	$ 1,800.00
16	PCC Repair Patch, (IDOT), 10"	536	SY	$ 145.00	$ 77,720.00
				Total Base Bid:	**$ 865,518.00**

ARTICLE III. UNIT PRICES FOR CHANGES- Not applicable to this contract.

ARTICLE IV. PAYMENTS- Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE V. CONTRACT TIME- All work (Approximately 536 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.

ARTICLE VI. COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached. In the event that any provision in any of the component parts of this contract conflicts with any provision in any other of the component parts, the provision in the first item listed shall control over the second item listed, which shall control over the third item listed, etc.

1) Addenda to proposed Contract Documents
2) Special Conditions
3) Plan Drawings
4) Supplemental General Conditions
5) General Conditions
6) City of Bettendorf Standard Drawings
7) City of Bettendorf Standard Specifications
8) Iowa D.O.T., AASHTO, ANSI and ASTM Specifications
9) Contract With The City
10) Bond
11) Contractor's Proposal
12) Notice To Bidders
13) Instruction To Bidders
14) Non-Collusion Affidavit

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

CDMI Concrete Contractors, Inc.
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

Title

ATTEST:

CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

_____
Decker P. Ploehn
City Clerk

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

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

Item Title:

Resolution approving a professional services agreement with McClure Engineering for the Spencer Creek Lift Station Project.

Explanation:

The City currently only has a small lift station on the northeast corner of the I-80 and Middle Road interchange, which can handle approximately 300-400 acres at this time depending upon the type of development. The long term plan to sewer everything north of I-80 currently within the City limits as well as the proposed annexation areas per the Comprehensive Plan is to construct a much larger lift station adjacent to Spencer Creek which would pump south and connect to the Pigeon Creek interceptor gravity sewer.

The recent inclusion of the I-80 and Middle Road interchange reconstruction project by the Iowa Department of Transportation (IDOT) in their 5-year capital plan has required the design and construction of the Spencer Creek lift station to be expedited as that project will require the existing forcemain serving the small lift station near the interchange to be abandoned as its alignment is in conflict with the new bridge foundations.

McClure Engineering has evaluated the entire City's sanitary sewer system over the past 4 years and has previously concepted this project. Additionally, they have helped staff secure an Iowa Department of Natural Resources (IADNR) State Revolving Fund (SRF) planning and design loan to cover this work. This agreement will include all design, permitting and bidding services. Any construction related services would be brought forward at a later date for consideration.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities

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

This project (SW0103) was approved with a total budget of $7,000,00 within the Community Improvement Program (CIP) which includes construction.

List Attachments:
Resolution
Professional Services Agreement

RESOLUTION NO._____-23

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MCCLURE ENGINEERING FOR THE SPENCER CREEK LIFT STATION PROJECT

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Spencer Creek Lift Station Project; and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from McClure Engineering be accepted and the Mayor and City Administrator are hereby authorized and directed to sign a contract for professional engineering services in an amount not to exceed $788,400.00.

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

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Project No.: 2022000408
Project Name: Spencer Creek Lift Station Improvements
Project Manager: Alex Potter, P.E.

AGREEMENT FOR ENGINEERING SERVICES
SPENCER CREEK LIFT STATION IMPROVEMENTS
CITY OF BETTENDORF, IOWA

This Agreement is made on the _____ day of _____, 2023, by and between ***McClure Engineering Company, of North Liberty, IA*** (herein referred to as "**Engineer**") and the ***City of Bettendorf, Iowa*** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Agreement and/or the Hourly Rates established on Exhibit 'A'. The **Engineer** shall provide services for the Project which consists of the services listed on Exhibit 'B'. The Project shall be described as:

PROJECT DESCRIPTION:

SPENCER CREEK LIFT STATION IMPROVEMENTS
CITY OF BETTENDORF, IOWA

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for **Owner's** Responsibilities).

2. The **Engineer** shall conduct the following services marked "Included", for approval by the **Owner**:

Item		Included	Not Included
A.	<u>Iowa DNR Wastewater Engineering Permitting</u>		
	1. Submit Work Record Request.	☒	☐
	2. Review Self-Assessment Matrix.	☒	☐
	3. Coordinate the Project Initiation Meeting.	☒	☐
	4. Exhibit 5. SRF Environmental Review Checklist.	☒	☐
	5. Coordinate DNR Site Survey.	☒	☐
	6. Facility Plan Submittal.	☒	☐
	• Facility Plan Report with Cover Letter and Exhibit 9B (3 copies).	☒	☐
	• Design Schedule A, F, and G.	☒	☐
	7. DNR Construction permit application.	☒	☐
	8. DNR Construction permit application fee (reimbursed by Owner).	☒	☐
B.	<u>Preliminary Design</u>		
	1. Conduct Project Kickoff Meeting with Owner.	☒	☐
	2. Confirm scope, extent and character of the project.	☒	☐
	• Final design criteria	☒	☐
	• Preliminary hydraulic profiles	☒	☐
	• Major equipment list	☒	☐
	• Control concepts	☒	☐
	• Process layouts	☒	☐
	• Building interior layouts	☒	☐
	• Operation & maintenance concepts	☒	☐
	• Process piping alignments	☒	☐
	• Utility requirements	☒	☐
	• Site plans	☒	☐
	3. Topographic Survey.	☒	☐
	4. Attend meetings necessary to complete Preliminary Design (2-Meetings).	☒	☐
	5. FAA Obstruction evaluation.	☐	☒
	6. Hydraulic Modeling of Collection System (Sewer GEMS).	☐	☒
	7. Prepare preliminary "Opinion of Probable Costs".	☒	☐
	8. Prepare preliminary plans and specifications for Owner's review.	☒	☐

	Item	Included	Not Included
C.	**Final Design**		
	1. Prepare final project drawings.	☒	☐
	2. Prepare final project specifications.	☒	☐
	3. Identify utility requirements and conflicts and coordinate resolution.	☒	☐
	4. Prepare revised Opinion of Probable Cost based on final drawing and specifications.	☒	☐
	5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders, and Instructions to Bidders.	☒	☐
	6. Review 60%, 90% and 100% Final Design with Owner (3 Meetings).	☒	☐
	7. Furnish the following number of final project drawings and specifications to Owner.	☒	☐
	• Five (5) Copies to Owner	☒	☐
	8. IDNR Air construction permit application (for generator, boiler, or combustion engine).	☐	☒
D.	**Advertising, Bidding, Contract Award**		
	1. Assist Owner in advertising for and obtaining bids.	☒	☐
	2. File Notice to Bidders with Construction Update Network.	☒	☐
	3. File Notice with League of Cities or City Website.	☒	☐
	4. Conduct Prebid Conference at Owner's location (1-Meeting).	☒	☐
	5. Issue addenda to interpret or clarify bid documents.	☒	☐
	6. Review pre-bid submittals from bidders.	☒	☐
	7. On-line advertising and electronic project documents (QuestCDN).	☒	☐
	8. Attend Bid opening (at Owner location), prepare bid tabulation (1 Meeting).	☒	☐
	9. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract.	☒	☐
	10. Attend one (1) Meeting to present Bids to Owner.	☒	☐
E.	**Construction Contract Administration**		
	1. Provide general administration of construction contract as Owner's representative.	☒	☐
	2. Visit site of construction at appropriate stages of construction to observe the Contractor's work.	☒	☐
	3. Issue interpretations and clarifications of contract documents.	☒	☐
	4. Review shop drawings.	☒	☐
	5. Review and respond to Requests for Information.	☒	☐
	6. Act as initial interpreter of the requirements of the contract documents.	☒	☐
	7. Review and process Contractor's application for payment.	☒	☐
	8. Review and process change orders.	☒	☐
	9. Attend construction progress meetings.	☒	☐
	10. Cloud-based construction file management (eComm, or equal).	☒	☐
	11. The compensation amount stipulated in this phase is conditioned on a period of service not exceeding 18 months. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for services provided.	☒	☐
F.	**Resident Project Representative**		
	1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'F", A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	☒	☐
	2. The Lump Sum amount set forth in this phase is based on full-time RPR services on an eight-hour workday Monday through Friday over an 18-month construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for services provided.	☒	☐
G.	**Boundary Survey and Acquisition Plats**		
	1. Courthouse research.	☒	☐
	2. Field boundary surveys.	☒	☐
	3. Preparation of temporary and/or permanent easement plats and legal descriptions (24 total easements assumed).	☒	☐
	4. Preparation of acquisition plats and legal descriptions (1 acquisition plat assumed).	☒	☐
	5. Assemble ROW files and submit to Owner.	☒	☐
	6. File final plats at courthouse.	☐	☒

	Item	Included	Not Included
H.	**Right-of-Way Negotiations**		
	1. Coordinate notices to landowners.	☐	☒
	2. Meet with landowners.	☐	☒
	3. Prepare requests for Proposals to appraisers.	☐	☒
	4. Review appraisals with Owner.	☐	☒
	5. Develop negotiation strategy.	☐	☒
	6. Prepare offers.	☐	☒
	7. Negotiations with landowners.	☐	☒
	8. Coordinate purchase agreements.	☐	☒
	9. Prepare color coded ROW map.	☐	☒
I.	**Paper Copies of Final Project Documents**		
	1. Print sufficient number of paper copies of final project documents, per Iowa Code 26.3, and distribute to prospective bidders:	☒	☐
	• 24 x 36 Drawings (0 estimated).	☒	☐
	• 11 x 17 Drawings (20 estimated).	☒	☐
	• Contract Documents and Specifications (20 estimated).	☒	☐
	• Engineer's Opinion of Probable Cost (20 estimated).	☒	☐
J.	**Construction Staking**		
	1. Establish Field Controls.	☐	☒
	2. Stake Construction Control Points in accordance with project specifications.	☐	☒
	3. Reset Field Controls.	☐	☒
	4. Re-staking Construction Control Points or Additional Staking not included with project specifications.	☐	☒
	5. Monument Preservation and Replacement.	☐	☒
K.	**Geotechnical Engineering Coordination**		
	1. Prepare Request for Proposal for Geotechnical Exploration (soil borings).	☒	☐
	2. Review Proposals and make Recommendation for Award. Geotechnical Engineer to contract directly with Owner.	☒	☐
	3. Coordinate geotechnical exploration with selected Contractor.	☒	☐
L.	**Storm Water Pollution Prevention Plan (SWPPP)**		
	1. Assist Owner in filing on-line NPDES General Permit No.2 application(s).	☒	☐
	2. Prepare SWPPP specification requiring Contractor(s) to prepare, implement, and maintain SWPPP in accordance with specifications and NPDES General Permit No.2.	☒	☐
M.	**Record Drawings**		
	1. As-Built Record Drawings (2 Hard Copies & 1 Electronic Copy Included).	☒	☐
	2. Additional Hard Copies - 1 EA @ $150.00	☒	☐
	3. Additional Electronic Copies - 1 EA @ $25.00	☒	☐
N.	**Operator Training / Startup Services**		
	1. Operator Training/Workshops.	☐	☒
	2. Equipment Startup Services.	☐	☒
O.	**Operations and Maintenance Manual**		
	1. Prepare O&M Manual in accordance with Iowa DNR requirements.	☐	☒
	2. Additional Hard Copies: ___ EA @ $_____	☐	☒
	3. Additional Electronic Copies ___ EA @ $_____	☐	☒
P.	**Funding Source Applications**		
	1. SRF Planning and Design Loan Application.	☒	☐
	2. Prepare SRF Intended Use Plan Application.	☒	☐
	3. Complete SRF Environmental Review Checklist and Coordinate Environmental Review process.	☒	☐
	4. Attend Public Hearing on Environmental Review.	☒	☐
	5. Complete Environmental Assessment.	☐	☒
	6. Obtain Davis-Bacon Wage Determination(s) as applicable.	☒	☐
	7. Incorporate SRF-Required Front-End Documents into construction documents.	☒	☐
	8. Complete SRF Bid Document Checklist.	☒	☐
	9. Complete applications for other funding sources (CDBG, USDA-RD, Other).	☐	☒

Item		Included	Not Included
Q.	**Funding Source Administration**		
	1. Obtain American Iron and Steel (AIS) and/or Build America, Buy America (BABA) documentation from Contractor including application(s) for waiver(s) as required, to comply with funding source regulations.	☒	☐
	2. Submit change order documentation and certification to Iowa DNR.	☒	☐
	3. Prepare periodic SRF Loan Drawdown Requests.	☒	☐
	4. Review Contractor Payroll Records for Compliance with Davis-Bacon requirements.	☒	☐
	5. Complete Wage Interviews.	☒	☐
	6. Attend SRF project inspection(s) and complete reports as required.	☒	☐
	7. Submit Works in Operation Report to Iowa DNR.	☒	☐
	8. Submit Loan Closeout Documents to Iowa DNR.	☒	☐
	9. Administration of other funding sources (CDBG, RD, Other).	☐	☒
R.	**Additional Meetings**		
	1. Additional project meetings, other than specified above.	☒	☐

3. Fee Schedule:

Fees for Services are shown below:

A.	Iowa DNR Wastewater Engineering Permitting	LS	$	40,000.00
B.	Preliminary Design	LS	$	300,000.00
C.	Final Design	LS	$	350,000.00
D.	Advertising, Bidding, Contract Award	LS	$	35,000.00
E.	Construction Contract Administration	LS	$	TBD
F.	Resident Project Representative	LS	$	TBD
G.	Boundary Survey and Acquisition Plats	T&M, Est.	$	40,900.00
H.	Right-of-Way Negotiations	LS	$	NIC
I.	Paper Copies of Final Project Documents	T&M	$	2,500.00
J.	Construction Staking	T&M	$	NIC
K.	Geotechnical Engineering Coordination	LS	$	5,000.00
L.	Stormwater Pollution Prevention Plan (SWPPP)	LS	$	2,500.00
M.	Record Drawings	LS	$	TBD
N.	Operator Training/Startup Services	LS	$	NIC
O.	Operation and Maintenance Manual	LS	$	NIC
P.	Funding Source Applications	T&M, Est.	$	10,000.00
Q.	Funding Source Administration	T&M	$	TBD
R.	Additional Meetings	T&M, Est.	$	2,500.00
		Total Fee:	**$**	**788,400.00**

LS	Lump Sum
NTE	Not-to-Exceed
N/A	Not Applicable
NIC	Not Included
TBD	To Be Determined
T&M	Time and Materials
Est.	Estimated

The Hourly Rate Schedule is included in Exhibit 'B' and attached to this Agreement to be used for work performed on a *Time and Material* basis.

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.

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

6. This Agreement is subject to all the Terms and Conditions listed on the following pages.

Exhibits		Included	Not Included
Exhibit 'A'	Consultant Terms and Conditions	☒	☐
Exhibit 'B'	Hourly Rate Schedule	☒	☐
Exhibit 'C'	Detailed Scope of Work	☒	☐
Exhibit 'D'	Subconsultant(s) Contract	☐	☒
Exhibit 'E'	Owner's Responsibilities to Consultant	☒	☐
Exhibit 'F'	A Listing of the Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative (RPR)	☒	☐

SPECIAL INSTRUCTIONS:

_____

_____

_____

OWNER: CITY OF BETTENDORF, IOWA

Signed: _____

Title: _____

Phone: _____

Email: _____

ENGINEER: MCCLURE ENGINEERING COMPANY NORTH LIBERTY, IOWA

Signed: _____
Alex Potter, P.E.

Title: Team Leader

Phone: 319.531.9176

Email: apotter@mcclurevision.com

EXHIBIT A

McCLURE ENGINEERING COMPANY

CONSULTANT STANDARD TERMS AND CONDITIONS

(Effective 1/1/2022 through 12/31/2022)

1.0 ACCESS TO SITE: The **Consultant** shall at all times have access to the Project site.

2.0 INFORMATION PROVIDED BY OTHERS: The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.

3.0 OWNERSHIP AND REUSE OF DOCUMENTS: All documents are instruments of service, and **Consultant** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.

3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultant**s; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultant**s from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.

3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.

4.0 UNDERGROUND UTILITIES: Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.

4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.

5.0 SUBSURFACE CONDITIONS: The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.

6.0 HAZARDOUS MATERIALS – INDEMNIFICATION: The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

7.0 OPINIONS OF PROBABLE COST: **Consultant**'s opinions (if any) of probable construction costs are to be made on the basis of **Consultant**'s experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.

8.0 PROJECT FUNDING AND FINANCING: It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.

8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.

9.0 ADDITIONAL SERVICES: It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.

10.0 BETTERMENT: If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.

10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultant**s.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant**'s promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant**'s materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant**'s liability shall be limited to $50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultant**s, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultant**s and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

EXHIBIT B

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective 1/1/2023 through 12/31/2023)

PERSONNEL	HOURLY RATE
Principal	$270 - $295
Project Manager	$185 - $230
Senior Professional	$185 - $285
Professional	$155 - $185
Junior Professional	$125 - $155
Senior Technician	$155 - $175
Technician	$115 - $135
Landscape Architect	$125 - $160
On-Site Representative	$115 - $155
Client/Project Liaison	$135 - $185
Administrative	$65 - $85
Public Relations	$115 - $150
3 Member Survey Crew	$280
2 Member Survey Crew	$210
1 Member Survey Crew	$135

EQUIPMENT	
3D Scanner per Scan	$30.00
UAV per Flight	$125.00
Sonar Boat	$125.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage	$0.75/Mile + $0.15 fuel surcharge
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C

McCLURE ENGINEERING COMPANY
SCOPE OF WORK
Spencer Creek Lift Station Improvements, Bettendorf, Iowa

Scope/Background

The City of Bettendorf has been actively planning for growth in the northeastern quadrant of the City and has experienced recent development pressure along the Interstate 80 corridor. However, sanitary sewer conveyance capacity is limited in this area due to the natural topography of the area, which generally drains east along Spencer Creek.

The *2021 Sanitary Sewer Evaluation Survey (SSES)* report recommended decommissioning the Ginger Creek Lift Station and replacing it with a new lift station located strategically along Spencer Creek. McClure has proposed multiple lift station locations, which are shown in the exhibit in the following page. The proposed locations are strategically located such that the lift station could serve a large, mostly undeveloped drainage basin, initially estimated at approximately 8,000 acres, most of which is currently outside the City of Bettendorf corporate limits. To do so, a proposed sanitary sewer crossing under Interstate 80 is included with the project scope.

Additionally, City staff have requested the lift station provide service to facilitate the disconnection and decommissioning of two private neighborhood lift stations in the adjacent area (Spencer Hollow and Nottingham Lane). It is anticipated that ultimate build out, the average dry weather flow generated from the service area is approximately 3.2 million gallons per day (MGD).

McClure has prepared multiple alternatives for the lift station location and associated sanitary sewer and force main alignments that range in cost from $7,650,000 to $10,200,000.

Schematic Design/Facility Plan

To accurately describe and reflect the project scope, extent and character, McClure proposes to complete schematic design first, consisting of a Facility Plan acceptable to meet Iowa DNR Wastewater Engineering and Clean Water SRF funding requirements. Schematic design services include identification of design criteria, establishment of preliminary piping alignments and hydraulic profiles, and development of a conceptual site plan for the proposed lift station location. Through completion of schematic design, identification of the extent of the probable service area will be developed. Land acquisition considerations will also be evaluated during schematic design, prior to easements and plats being developed. It should be noted that negotiations with property owners for easement rights are specifically excluded from this agreement.

Additionally, the financial feasibility of the project will be evaluated and presented to the City in the form of a Facility Plan report, which includes updated cost estimates, engagement with existing and potential customers and developers, a review of project financing alternatives, and the identification of a potential sanitary sewer connection fee district.

Design and Bidding

Following completion of Schematic Design, the Engineer will report to the City on the findings and provide recommendations for proceeding with preliminary design, final design, and bidding of the proposed project. Services to be completed by the Engineer in the design phases will include:

- Preliminary Design
- Geotechnical Coordination
- Boundary Survey and Acquisition Plats
- Final Design
- Advertising, Bidding & Contract Award
- Paper Copies of Final Project Documents
- Stormwater Pollution Prevention Plan (SWPPP)
- Funding Source Applications

Construction Phase Services

Following the award of construction contracts, McClure will provide the following construction phase services. Fees for such services will be determined at a later date as the project is finalized through the design and bidding process.

- Construction Contract Administration
- Construction Survey
- Resident Project Representative
- Record Drawings
- Funding Source Administration

McClure anticipates working closely with City staff as project plans and specifications are developed. McClure will report to the City Public Works Department at periodic intervals during design and construction. At critical milestones, McClure will meet with the City Council to keep them informed of the overall progress as directed by the City Engineer.

LEGEND
PROPOSED SANITARY SEWER
PROPOSED FORCE MAIN
EXISTING SANITARY SEWER

N

400 200 0 400

INDIANA AVE

24" SS

400 LF TRENCHLESS CROSSING OF INTERSTATE 80

80

SPENCER CREEK LIFT STATION (OPTION 2)

SPENCER CREEK LIFT STATION (OPTION 1)

CONNECT TO EXISTING SPENCER HOLLOW LIFT STATION

12" FM

8" SS

8" SS

SPENCER CREEK

SPENCER CREEK

24" SS

8" SS

12" FM

MIDDLE RD

195TH ST

12" FM

SPRING CREEK DR

CONNECT TO EXISTING NOTTINGHAM LN. LIFT STATION

12" FM

FOREST GROVE DR

FOREST GROVE DR

WELLS FERRY RD

CONNECT TO EXISTING SANITARY SEWER

SUMMERFIELD DR

CRISWELL ST

P:\2022\004\04\04-Drawings\03-Exhibits-Concepts\Exhibit-C3.dwg, 1/26/2023 10:50 AM, kchudzinski

Bettendorf IOWA
a premier city

Exhibit C3
Spencer Creek Lift Station
City of Bettendorf, Iowa

McCLURE™

SPENCER CREEK LIFT STATION IMPROVEMENTS
BETTENDORF, IOWA

PRELIMINARY PROJECT MILESTONE SCHEDULE

MILESTONE	DURATION	MILESTONE DATE
Design Contract Approval	-	Mar. 2023
Project Kick-Off Meeting	-	Mar. 2023
Topographic and Boundary Survey	2 months	Apr. 2023
Facility Plan Report	2 months	Mar. – Apr. 2023
Submit Clean Water SRF IUP Application	-	June 1, 2023
30% Design	4 months	June 2023
Geotechnical Engineering Exploration and Report	-	May 2023 – July 2023
Plats, Easements, and Legal Descriptions	-	June 2023
60% Design	2 months	Aug. 2023
90% Design	2 months	Oct. 2023
Plans, Specifications, and Construction Permit Applications to IDNR	15 days	Oct. 2023
Regulatory Review	2 months	Nov. – Dec. 2023
Advertising, Bidding & Contract Award	2 months	Dec. 2023 – Jan. 2024
Lift Station Construction	18 months	Mar. 2024 – Aug. 2025
Sanitary Sewer and Force Main Construction	16 months	Mar. 2024 – Aug. 2025
Concurrent Tasks/Deadlines:		
Property Acquisitions (by City)	6 months	June 2023 – Dec. 2023

EXHIBIT E

McCLURE ENGINEERING COMPANY
OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1. Designate in writing a person to act, as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S services for the Project.

2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

3. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4. Arrange for access to make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.

8. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.

9. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT F

MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist OWNER in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in CONSULTANT'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

1. GENERAL

RPR is OWNER'S agent at the site, will act as directed by and under the direction of OWNER, and will confer with OWNER regarding RPR's actions. RPR's dealings in matters pertaining to the on- site work shall in general be with OWNER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of CONTRACTOR.

2. DUTIES AND RESPONSIBILITIES OF RPR

A. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project- related meetings.
   i. Liaison:
      1. Serve as OWNER'S liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist OWNER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER'S on-site operations.
      2. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

B. Shop Drawings and Samples:
   i. Receive samples that are furnished at the site by CONTRACTOR and notify OWNER of availability of samples for examination.
   ii. Advise OWNER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by OWNER.

C. Review of Work, Rejection of Defective Work, Inspections and Tests:
   i. Conduct on-site observations of the Work in progress to assist OWNER in determining if the work is in general proceeding in accordance with the Contract Documents.
   ii. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to OWNER appropriate details relative to the test procedures and startups.
   iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to OWNER.

D. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to OWNER clarifications and interpretations as issued by OWNER.

E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to OWNER. Transmit to CONTRACTOR decisions as issued by OWNER.

F. Records:
   i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. OWNER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   ii. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to OWNER.
   iii. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

G. Reports:
   i. Furnish OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   ii. Consult with OWNER in advance of schedule major tests, inspections or start of important phases of the Work.
   iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes and Field Orders.
   iv. Report immediately to OWNER upon occurrence of any accident.

H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to OWNER for review and forwarding to OWNER prior to final payment for the Work.

J.

3. LIMITATIONS OF AUTHORITY

A. Resident Project Representative:
   i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by OWNER.
   ii. Shall not exceed limitations of OWNER'S authority as set forth in the Contract Documents.
   iii. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
   iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
   v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
   vi. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
   vii. Shall not authorize OWNER to occupy the Project in whole or in part.
   viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by OWNER.

COUNCIL LETTER

MEETING DATE: March 6/7, 2023
REQUESTED BY: Mark Hunt

Item Title
Resolution approving a site development plan for 3240 – 62nd Street (Lot 3, Bettendorf Industrial Park 5th Addition), submitted by Brent Martin. (Case 23-006)

Explanation
Brent Martin has submitted a site development plan for 3240 – 62nd Street (Lot 3, Bettendorf Industrial Park 5th Addition) (see Aerial Map – Attachment A). The current zoning classification is I-2, General Industrial District, and the future land use designation is Industrial (see Zoning Map - Attachment B and Future Land Use Map -Attachment C.) The petitioner is proposing this as the first phase of many buildings to be located at the site. The future land use designation of Industrial and the I-2, General Industrial District zoning district classification allow for contractor condominiums and other like buildings. Other buildings on this lot are expected to be similar.

The proposed development is supportive of the Comprehensive Plan Goal C: Attract and Retain Business and Industry. The initial phase of development on Lot 3 will be a contractor condo located in the northeast corner of the lot near the eastern boundary (see Final Plat – Attachment D and Site Development Plan - Attachment E). Landscaping is sufficient for the first building with consideration of some buffering landscaping being planted along Valley Drive. The applicant is voluntarily showing a berm along Valley Drive. The future site layout continues with more buildings expanding north and west (see Concept Plan - Attachment F). The first building will accommodate offices, storage, and a garage (see Elevations and Building Plan- Attachment G). Lot 3 is entirely within the 100-year flood plain or having a 1% probability of flooding during any given year (see 100 Year Flood Plain Aerial -Attachment H). The engineer for the owner of the lot will be required to submit paperwork to FEMA to receive acknowledgment that the new subdivision has been filled to an elevation 2 feet above the elevation designating 1% annual chance of flooding.

The Planning and Zoning Commission made a recommendation for approval of the site development plan at the February 15, 2023 meeting. Consult the staff report for further detail.

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

List attachments
Resolution; (A) Aerial Map; (B) Zoning Map; (C) Future Land Use Map; (D) Final Plat Bettendorf Industrial Park 5th Addition; (E) Site Development Plan; (F) Concept Plan; (G) Elevations and Building Plan; (H) 100-Year Flood Plain Aerial Map; (I) Staff Report; (J) Planning and Zoning commission report to Mayor and City Council; (K) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 23

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR 3240 – 62ND STREET (LOT 3, BETTENDORF INDUSTRIAL PARK 5TH ADDITION)

WHEREAS, Brent Martin has submitted a site development plan for 3240 – 62nd Street (Lot 3, Bettendorf Industrial Park 5th Addition), and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for 3240 – 62nd Street (Lot 3, Bettendorf Industrial Park 5th Addition) subject to the following conditions:

1. The engineer for the owner of Lot 3 will be required to submit paperwork to FEMA to receive acknowledgment that the new subdivision has been filled to an elevation 2 feet above the elevation designating 1% annual chance of flooding.
2. Petitioner's engineer shall provide sanitary sewer plans for the site prior to the issuance of a building permit. Sewer must be a public main to serve future buildings.
3. Sanitary sewer easement for public sewer must be recorded prior to issuance of any construction permits.
4. No entrance from Valley Drive is allowed until such time as a subsequent site plan is brought forward for consideration. Future access to Valley Drive will be determined by the City Engineer.

PASSED, APPROVED, AND ADOPTED this 7th day of March, 2023.

_____
Robert S. Gallagher, Mayor

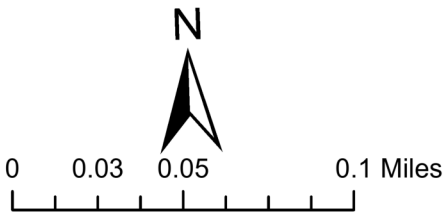
ATTEST:

_____
Decker P. Ploehn, City Clerk

SITE AERIAL

ATTACHMENT A





By Class

RDCLASS

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

ATTACHMENT B

ZONING AERIAL



N

0 0.03 0.05 0.1 Miles

By Class

RDCLASS

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

- Subdivision
- Property Lines

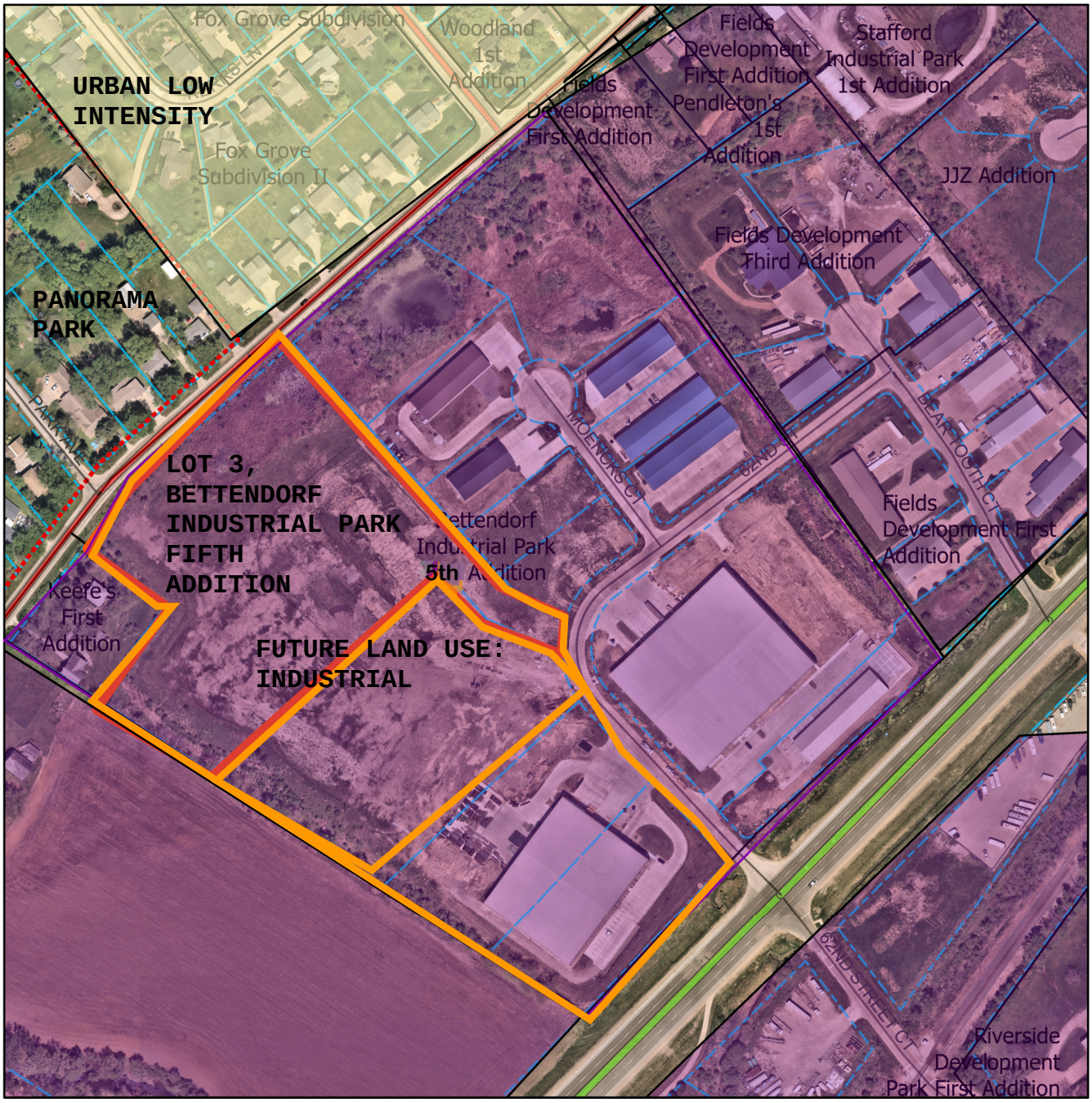
Current Zoning

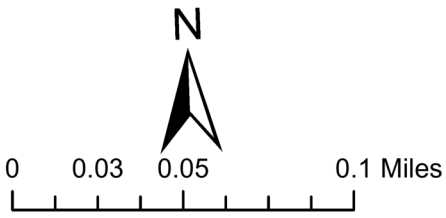
ZONING

- A-1
- A-2
- C-1
- C-2
- C-3
- C-6
- C-7
- I-1
- I-2
- I-3

FUTURE LAND USE MAP

ATTACHMENT C



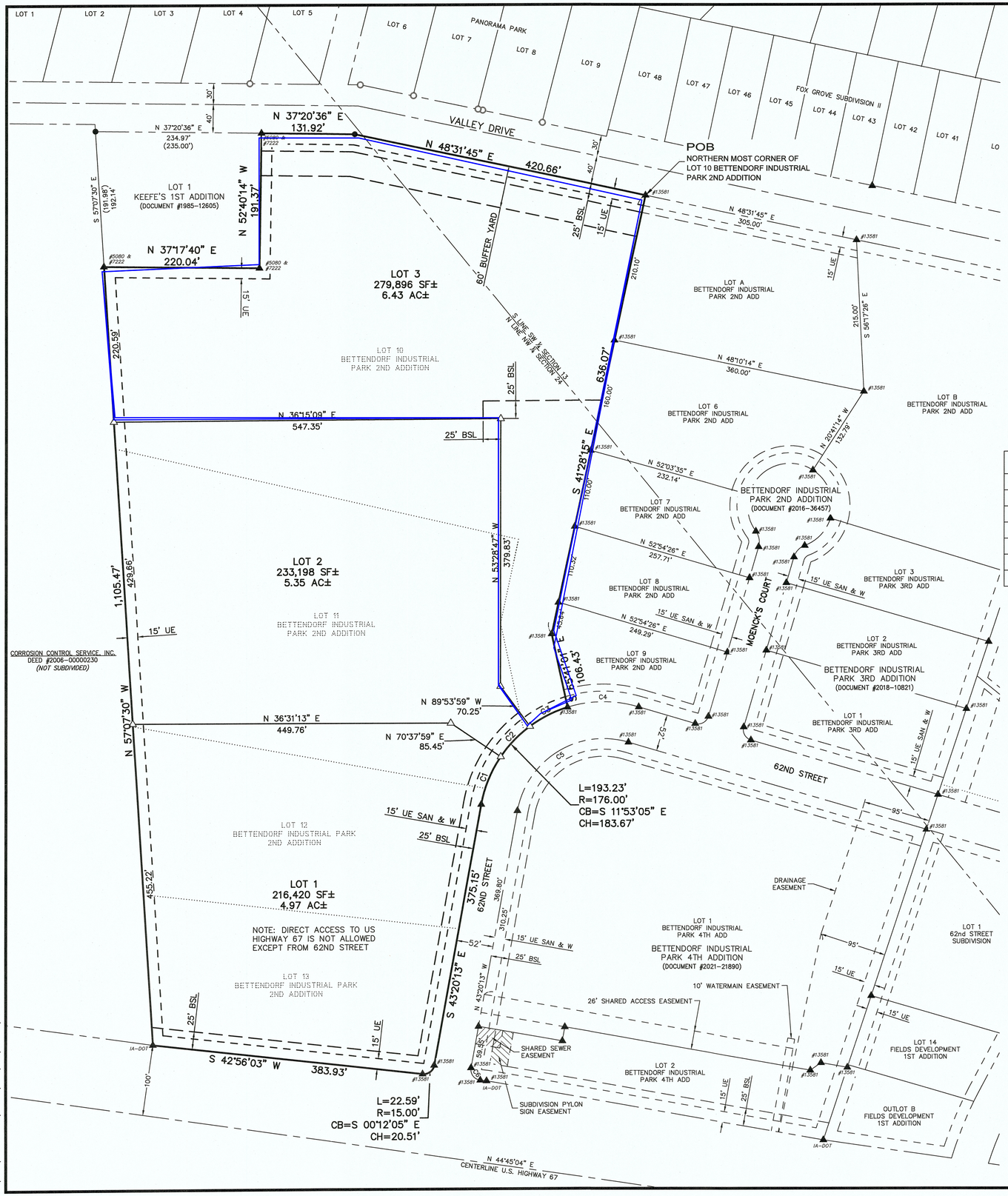


By Class

RDCLASS

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

ATTACHMENT D



AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	216,420 SF±	4.97 AC±
LOT 2	233,198 SF±	5.35 AC±
LOT 3	279,896 SF±	6.43 AC±
TOTAL AREA	729,514 SF±	16.75 AC±

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	73.63'	176.00'	S 31°21'07" E	73.09'
C2	59.80'	176.00'	S 09°38'00" E	59.51'
C3	59.80'	176.00'	S 09°50'01" W	59.51'
C4	102.41'	176.00'	S 36°14'14" W	100.97'
C5	208.29'	124.00'	S 04°47'06" W	184.65'
C6	24.54'	15.00'	N 89°47'55" E	21.89'

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

50 25 0 50 100

SCALE: 1" = 50'

FINAL PLAT OF BETTENDORF INDUSTRIAL PARK 5th ADDITION

A RE-PLAT OF LOTS 10, 11, 12 AND 13 OF
BETTENDORF INDUSTRIAL PARK 2ND ADDITION,
IN THE NORTHWEST QUARTER OF SECTION 24,
AND THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA,
16.75 Acres±

LEGEND

- REBAR, FOUND
- REBAR WITH CAP #_____, FOUND
- 5/8" REBAR WITH CAP #13581 SET
- SUBDIVISION BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- CENTERLINE
- UNDERLYING DEED / LOT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE
- EXISTING R.O.W. LINE
- SETBACK LINE

ABBREVIATIONS

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

SURVEYOR'S NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Bettindustrial, L.L.C.

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.

Part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0387G with an Effective Date March 23, 2021.
Furthermore, a portion of this subdivision was removed from the Special Flood Hazard Area per Determination Document (Removal) FEMA Letter of Map Revision Based on Fill; dated April 1, 2019, Case No.: 19-07-1665A and Re-validated by FEMA per Case No.: 17-07-0052V effective date March 24, 2021.

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

All monuments have been found or 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.

MID AMERICAN ENERGY CO.
BY
DATE 7-11-22

MEDIACOM
BY
DATE 6/20/2022

CENTURYLINK
BY
DATE 6-29-2022

IOWA - AMERICAN WATER CO.
BY
DATE 7-8-22

METRONET
BY
DATE 7-11-22

CITY OF BETTENDORF
BY
ATTEST
DATE July 12, 2022

PLANNING AND ZONING
BY
DATE 7-13-2022

DARYL A. BRICKNER 13581 IOWA LICENSED PROFESSIONAL SURVEYOR

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

Daryl A. Brickner, PLS No. 13581 Date
My license renewal date is December 31, 2023
No. of sheets covered by this seal: 1

REVISIONS		
No.	DESCRIPTION	DATE
1	REVISED LOT LINE LOCATION BETWEEN LOTS 1 & 2 AND WATERMAIN EASEMENT	5/4/2021

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

BETTENDORF INDUSTRIAL PARK 5TH ADDITION
Bettendorf, Iowa
Final Plat

IMEG Project No: 18000874.07
File Name: 18000874-07 5th Addition.dwg
© COPYRIGHT 2022 ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: CEJ
Date: 06/20/2022

Sheet 1 of 1

Monday, June 20, 2022 2:20:03 PM
G:\2018\18000874-07\DESIGN\CIVIL\C3D\SURVEY\18000874-07 5TH ADDITION.DWG

SITE DEVELOPMENT PLAN

BRENT MARTIN
Office / Warehouse

TO THE CITY OF BETTENDORF, IA

I-2 Zoning Requirements

Front Yard Setback: 25' Minimum

Side Yard Setback: 10' Minimum w/ Sum Not Less Than 25'

Rear Yard Setback: 0' Minimum

Parking: Equipment Servicing or Manufacturing
1 Space for Each 2 Employees + 1 for Each Work Vehicle
Total Required Parking Spaces = 3
Total Required Parking Spaces = 32

Landscaping Requirements

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

Minimum I-2 Depth (20') x Width of the Lot (672')
= 13,440 S.F. of Minimum Greenspace
13,440 / 700 = 19.20 (20) Required Tree Factors

Proposed Street-Yard Depth (25') x Width of the Lot (672') =
16,800 S.F. of Proposed Greenspace
16,800-13,440 = 3,360 S.F. Bonus Greenspace

3,360 S.F. / 13,440 S.F. = 25% Bonus Greenspace
25% / 3% = 8% Tree-Factor Deduction

19.20 x 92% = 17.67 (18) Required Street-Yard Tree Factors

7% of Interior Area of Large Parking Lots
Must Be Greenspace
31,126 x .07 = 2,179 S.F. of Required Interior Greenspace

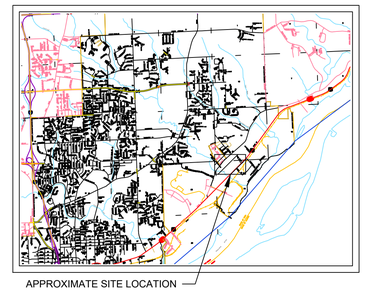
2,179 / 500 = 4.36 (5) Required Parking-Lot Tree Factors

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

N W E S

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

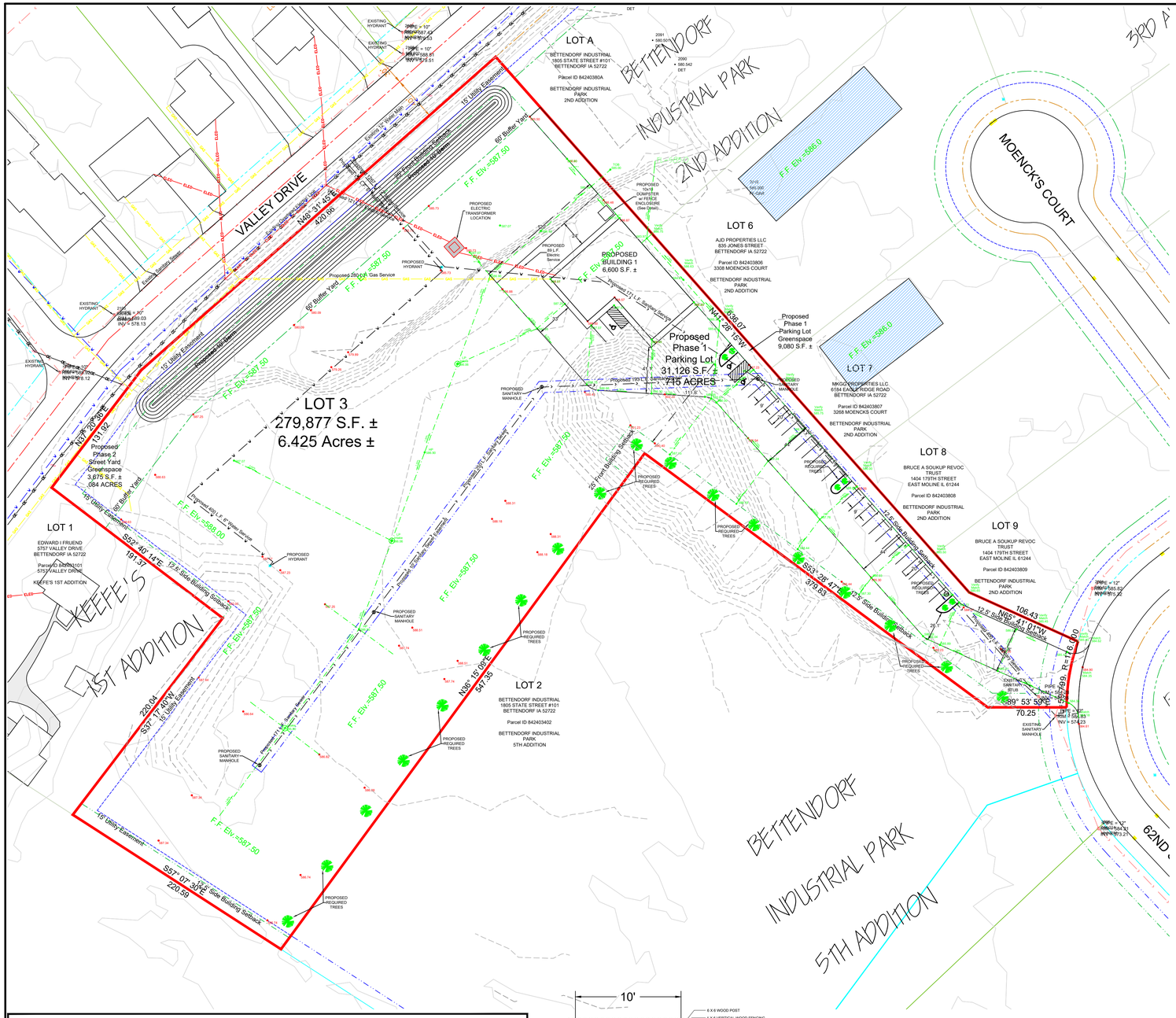
SITE LOCATION MAP

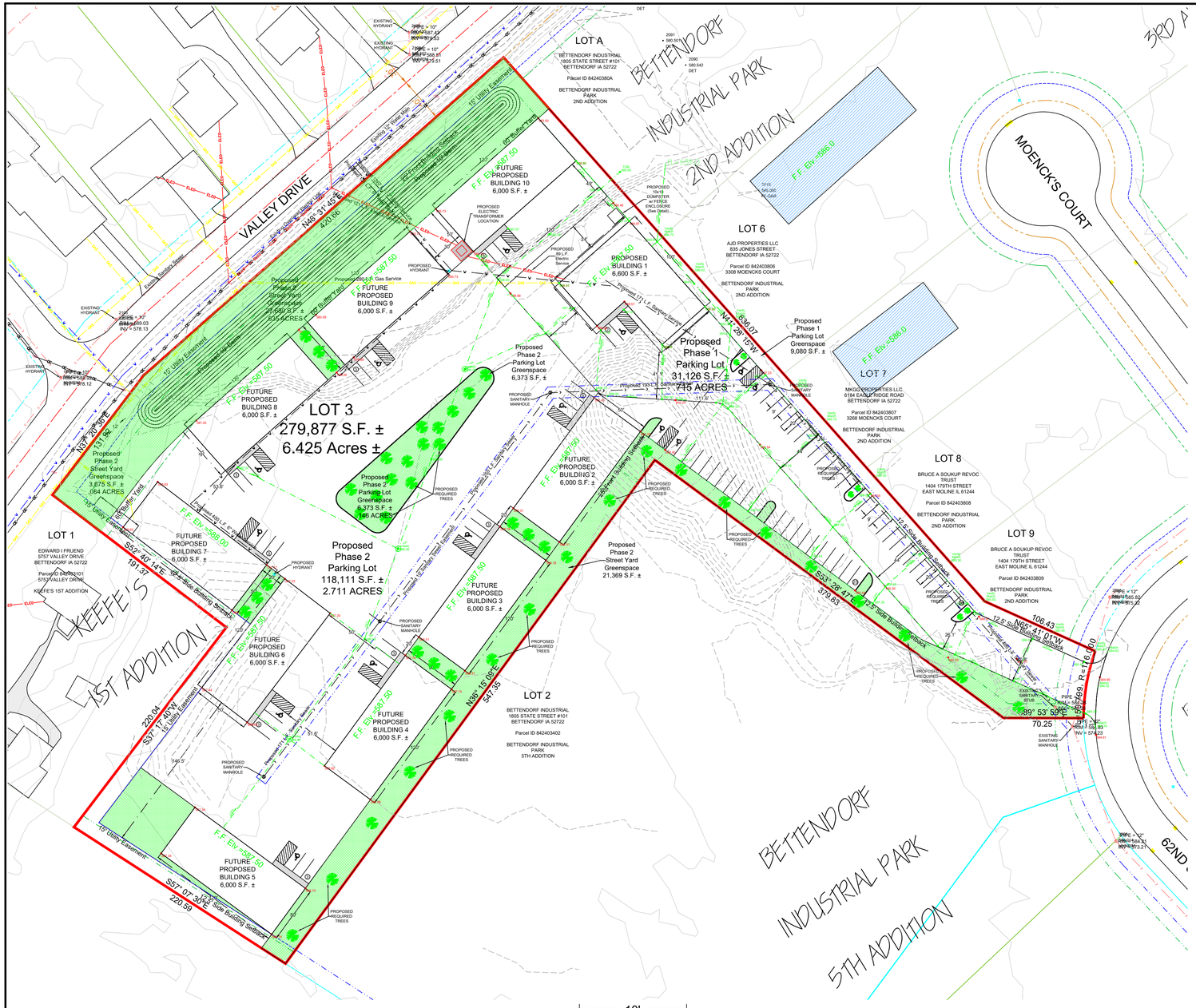


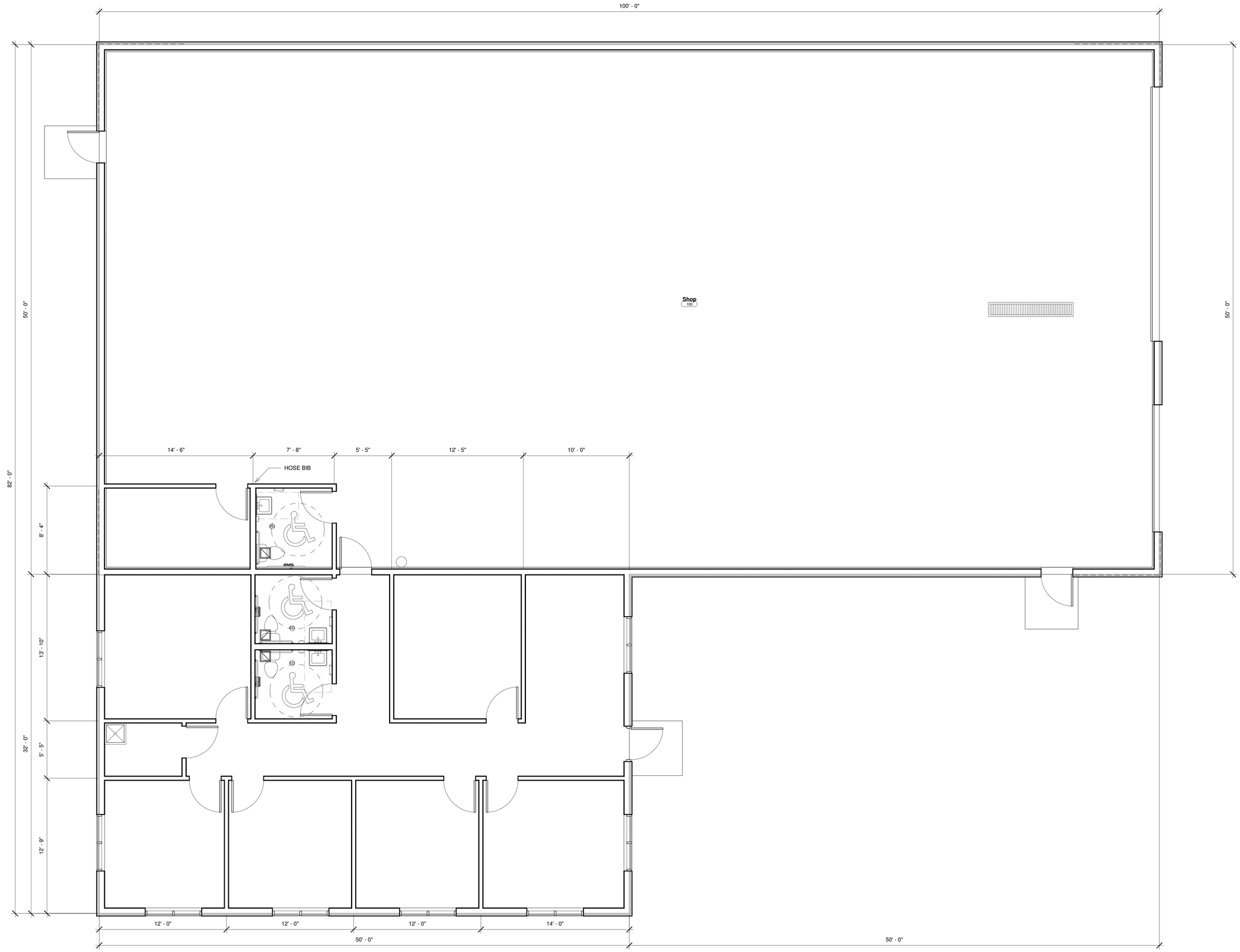
APPROXIMATE SITE LOCATION

GENERAL NOTES

1. ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
2. LEGAL DESCRIPTION OF PROPERTY: LOT 3 OF BETTENDORF INDUSTRIAL PARK FIFTH ADDITION TO THE CITY OF BETTENDORF, IOWA, PART OF THE NORTHWEST QUARTER SECTION 24, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, IOWA.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY OF BETTENDORF AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
5. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO DRAIN OR TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
6. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
7. CONCRETE PAVEMENT SHALL CONFORM TO THE REQUIREMENTS OF IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAYS AND BRIDGE CONSTRUCTION, SECTION 2301, PORTLAND CEMENT CONCRETE PAVEMENT. CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BETTENDORF STANDARDS AND SPECIFICATIONS.
8. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
9. NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.


VALLEY DRIVE
N46° 31' 45"E
420.86'
LOT A
BETTENDORF INDUSTRIAL
1805 STATE STREET #101
BETTENDORF IA 52722
Parcel ID 842403804
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
BETTENDORF INDUSTRIAL PARK 2ND ADDITION
MOENCK'S COURT
LOT 6
AJD PROPERTIES LLC
835 JONES STREET
BETTENDORF IA 52722
Parcel ID 842403806
3308 MOENCKS COURT
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
LOT 7
MKGX PROPERTIES LLC
6184 EAGLERIDGE ROAD
BETTENDORF IA 52722
Parcel ID 842403807
3268 MOENCKS COURT
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
LOT 8
BRUCE A SOUKUP REVOC TRUST
1404 179TH STREET
EAST MOLINE IL 61244
Parcel ID 842403808
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
LOT 9
BRUCE A SOUKUP REVOC TRUST
1404 179TH STREET
EAST MOLINE IL 61244
Parcel ID 842403809
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
LOT 3
279,877 S.F. ±
6.425 Acres ±
LOT 1
EDWARD I FRUEND
5757 VALLEY DRIVE
BETTENDORF IA 52722
Parcel ID 842403101
5757 VALLEY DRIVE
KEEFE'S 1ST ADDITION
LOT 2
BETTENDORF INDUSTRIAL
1805 STATE STREET #101
BETTENDORF IA 52722
Parcel ID 842403402
BETTENDORF INDUSTRIAL PARK
5TH ADDITION
PROPOSED BUILDING 1
6,600 S.F. ±
Proposed Phase 1 Parking Lot
31,126 S.F. ±
.715 ACRES
Proposed Phase 1 Parking Lot Greenspace
9,080 S.F. ±
Proposed Phase 2 Street Yard Greenspace
3,675 S.F. ±
.084 ACRES
F.F. Elv.=587.50
F.F. Elv.=586.0
F.F. Elv.=598.60
60' Buffer Yard
10' Utility Easement
15' Utility Easement
Proposed 4" Water Service
Proposed 200 LF 4" Gas Service
Proposed 171 L.F. Sanitary Sewer
Proposed 199 LF Sanitary Sewer
Proposed 4" Storm Sewer
Proposed 60 LF 4" Storm Sewer
Proposed 4" Water Service
Proposed 4" Storm Sewer
Proposed 4" Sanitary


LOT A
BETTENDORF INDUSTRIAL
1805 STATE STREET #101
BETTENDORF IA 52722
Parcel ID 84240380A
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
BETTENDORF INDUSTRIAL PARK 2ND ADDITION
MOENCK'S COURT
VALLEY DRIVE
KEEFE'S 1ST ADDITION
LOT 1
EDWARD I FRUEND
5757 VALLEY DRIVE
BETTENDORF IA 52722
Parcel ID 840831101
5757 VALLEY DRIVE
KEEFE'S 1ST ADDITION
LOT 2
BETTENDORF INDUSTRIAL
1805 STATE STREET #101
BETTENDORF IA 52722
Parcel ID 842403402
BETTENDORF INDUSTRIAL PARK
5TH ADDITION
LOT 3
279,877 S.F. ±
6.425 Acres ±
LOT 6
AJD PROPERTIES LLC
835 JONES STREET
BETTENDORF IA 52722
Parcel ID 842403806
3308 MOENCKS COURT
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
LOT 7
MKGZ PROPERTIES LLC
6184 EAGLERIDGE ROAD
BETTENDORF IA 52722
Parcel ID 842403807
3268 MOENCKS COURT
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
LOT 8
BRUCE A SOUKUP REVOC TRUST
1404 179TH STREET
EAST MOLINE IL 61244
Parcel ID 842403808
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
LOT 9
BRUCE A SOUKUP REVOC TRUST
1404 179TH STREET
EAST MOLINE IL 61244
Parcel ID 842403809
BETTENDORF INDUSTRIAL PARK
2ND ADDITION
Proposed Phase 1 Parking Lot 31,126 S.F. ± .715 ACRES
Proposed Phase 1 Parking Lot Greenspace 9,089 S.F. ±
Proposed Phase 2 Parking Lot 118,111 S.F. ± 2.711 ACRES
Proposed Phase 2 Parking Lot Greenspace 6,373 S.F. ±
Proposed Phase 2 Parking Lot Greenspace 6,373 S.F. ± .146 ACRES
Proposed Phase 2 Street Yard Greenspace 21,369 S.F. ±
Proposed Phase 2 Street Yard Greenspace 29,680 S.F. ± .835 ACRES
FUTURE PROPOSED BUILDING 1 6,600 S.F. ±
FUTURE PROPOSED BUILDING 2 6,000 S.F. ±
FUTURE PROPOSED BUILDING 3 6,000 S.F. ±
FUTURE PROPOSED BUILDING 4 6,000 S.F. ±
FUTURE PROPOSED BUILDING 5 6,000 S.F. ±
FUTURE PROPOSED BUILDING 6 6,000 S.F. ±
FUTURE PROPOSED BUILDING 7 6,000 S.F. ±
FUTURE PROPOSED BUILDING 8 6,000 S.F. ±
FUTURE PROPOSED BUILDING 9 6,000 S.F. ±
FUTURE PROPOSED BUILDING 10 6,000 S.F. ±
BETTENDORF INDUSTRIAL PARK 2ND ADDITION
BETTENDORF INDUSTRIAL PARK 5TH ADDITION
BETTENDORF INDUSTRIAL PARK
3RD ADDITION
62ND AVENUE
F.F. Elv=587.50
F.F. Elv=586.00
F.F. Elv=586.0
F.F. Elv=582.50
10' Utility Easement
15' Utility Easement
20' Storm Sewer Easement
40' Buffer Yard
10' Buffer Yard
12.5' Side Building Setback
PROPOSED DUMPSTER w/ FENCE ENCLOSURE (See Detail)
PROPOSED ELECTRIC TRANSFORMER LOCATION
PROPOSED 6" F.L. Service Entrance
PROPOSED 4" Gas Service
PROPOSED HYDRANT
PROPOSED SANITARY MANHOLE
PROPOSED REQUIRED TREES
EXISTING HYDRANT
EXISTING SANITARY MANHOLE
Proposed 8" S.S. Sanitary Sewer
Proposed 10" S.S. Sanitary Sewer
Proposed 12" S.S. Sanitary Sewer
Proposed 15" S.S. Sanitary Sewer
Proposed 18" S.S. Sanitary Sewer
Proposed 24" S.S. Sanitary Sewer
Proposed 30" S.S. Sanitary Sewer
Proposed 36" S.S. Sanitary Sewer
Proposed 42" S.S. Sanitary Sewer
Proposed 48" S.S. Sanitary Sewer
Proposed 60" S.S. Sanitary Sewer
Proposed 72" S.S. Sanitary Sewer
Proposed 96" S.S. Sanitary Sewer
Proposed 108" S.S. Sanitary Sewer
Proposed 120" S.S. Sanitary Sewer
Proposed 132" S.S. Sanitary Sewer
Proposed 144" S.S. Sanitary Sewer
N48° 31' 45"E 420.06'
S37° 17' 40"W 220.04'
S52° 40' 14"E 191.37'
S37° 07' 30"E 220.59'
N39° 15' 09"E 547.35'
S53° 28' 47"E 379.83'
N51° 28' 15"W 336.07'
N65° 41' 01"W 106.43'
S89° 53' 59"E 70.25'
R=715.00'
R=765.00'
R=1,015.00'
R=1,065.00'
R=1,115.00'
R=1,165.00'
R=1,215.00'
R=1,265.00'
R=1,315.00'
R=1,365.00'
R=1,415.00'
R=1,465.00'
R=1,515.00'
R=1,565.00'
R=1,615.00'
R=1,665.00'
R=1,715.00'
R=1,765.00'
R=1,815.00'
R=1,865.00'
R=1,915.00'
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R=3,615.00'
R=3,665.00'
R=3,715.00'
R=3,765.00'
R=3,815.00'
R=3,865.00'
R=3,915.00'
R=3,965.00'



1 First Floor Plan
1/4" = 1'-0"

JOSEPH ARCHITECTURAL GROUP, P.C.
4510 42nd Avenue
Rock Island, IL 61201
Phone: 309 786-9920
Fax: 309-786-9924
jag-architects.com

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REVISIONS

1
2
3
4

Preliminary Drawings for:

Central Excavating

Bettendorf, Iowa

BTS
BUILD TO SUIT, INC.
1805 State Street Suite 101, Bettendorf, IA 52722
Ph: 563-355-2022
Fax: 563-355-7806

Floor Plan

DATE
15 December
2022

A1

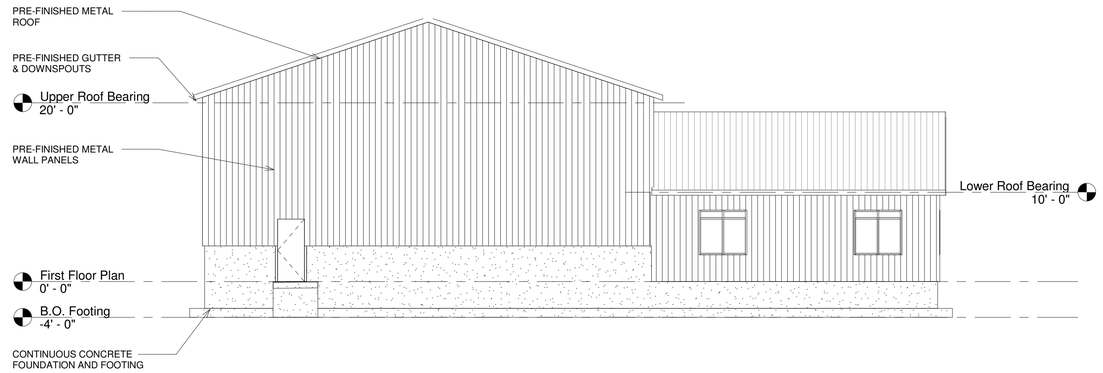
PROJECT
NO.
#11122



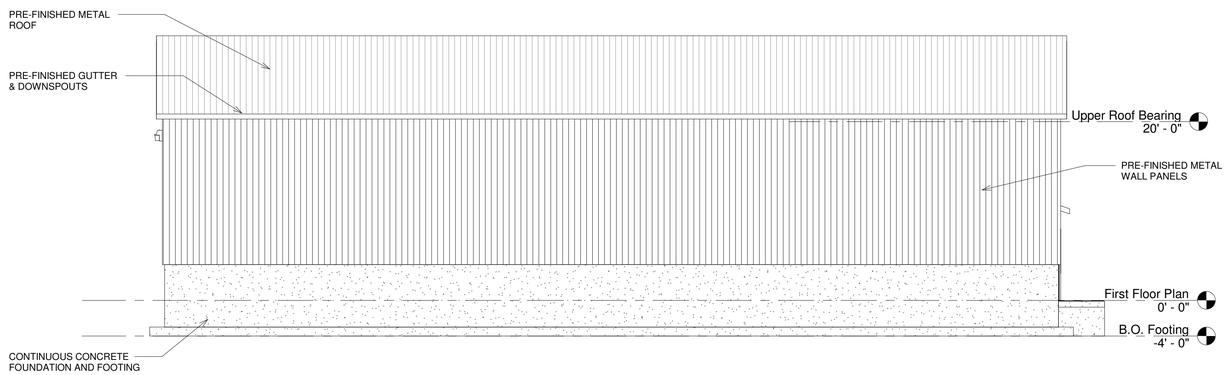
4 South Elevation
1/8" = 1'-0"



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



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



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

JOSEPH ARCHITECTURAL GROUP, P.C.
4510 42nd Avenue
Rock Island, IL 61201
Phone: 309 786-9920
Fax: 309-786-9924
jag-architects.com

REVISIONS
1 2 3 4

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Preliminary Drawings for:

Central Excavating

Bettendorf, Iowa

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Ph: 563-355-2022
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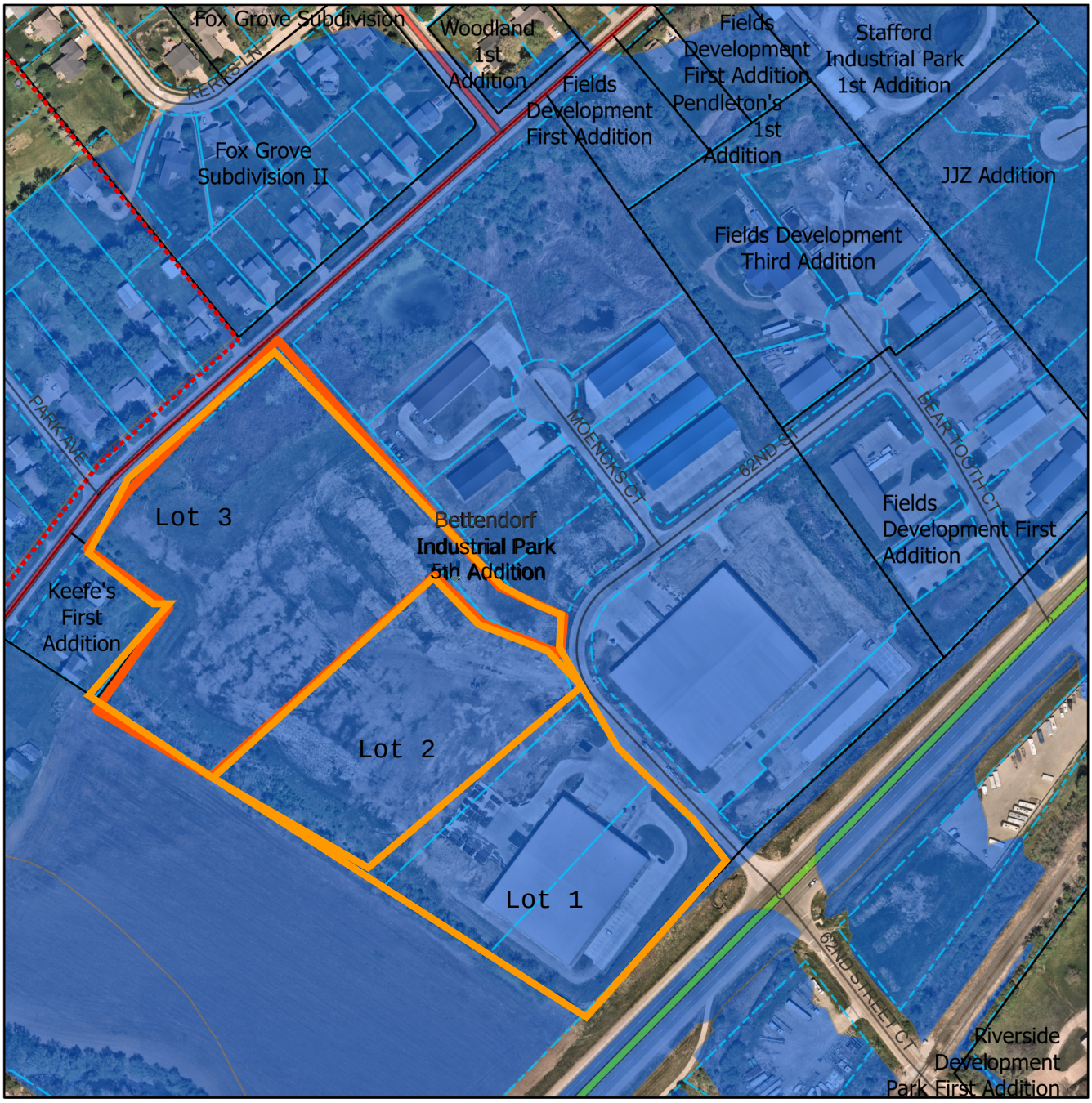
Exterior Elevations

DATE
15 December 2022

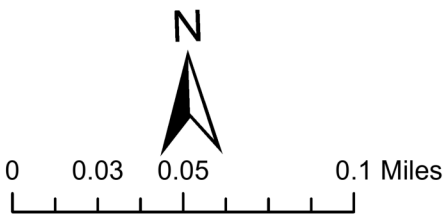
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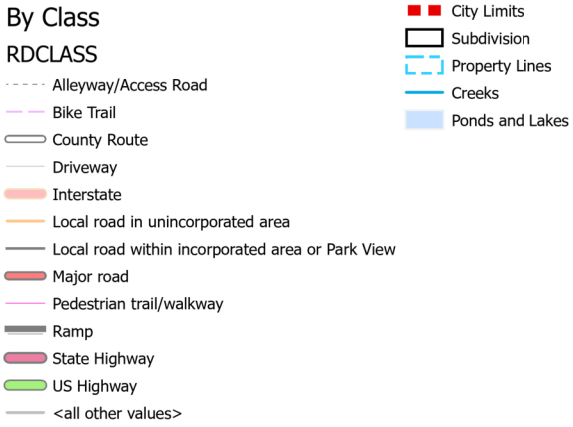
PROJECT NO.
#11122

FEMA FLOOD BOUNDARIES



100 year flood zone in blue. Replatted boundaries of Fifth Addition in orange





COMMUNITY DEVELOPMENT
City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4071

February 15, 2023

Staff Report

Case No. 23-006
Request: Lot 3, Bettendorf Industrial Park 5th Addition – Site Development Plan
Applicant: Brent Martin
Current Zoning Classification: I-2, General Industrial District
Current Land Use Designation: Industrial

Background Information and Facts
Brent Martin has submitted a site development plan for Lot 3, Bettendorf Industrial Park 5th Addition (see Aerial Map – Attachment A). The current zoning classification is I-2, General Industrial District, and the future land use designation is Industrial (see Zoning Map - Attachment B and Future Land Use Map -Attachment C.) The petitioner is proposing this as the first phase of many buildings at the site.

Future Land Use and Comprehensive Plan
The future land use designation of Industrial and the I-2, General Industrial District zoning district classification allows for contractor condominiums and other like buildings. Other buildings on this lot are expected to be similar. The proposed development is supportive of the Comprehensive Plan Goal C: Attract and Retain Business and Industry.

Site Development Plan Request
The Site Development Plan being requested for approval is on Lot 3, Bettendorf Industrial Park 5th Addition (see Final Plat - Attachment D). The initial phase of Lot 3's development will be a contractor condo located in the northeast corner of the lot near the eastern boundary (see Site Development Plan - Attachment E). Landscaping is sufficient for the first building with consideration of some

buffering landscaping being planted along Valley Drive. Teh applicant is voluntarily showing a berm along Valley Drive. The future site layout continues with more buildings expanding north and west (see Concept Plan - Attachment F). The first building will accommodate offices, storage, and a garage (see Elevations and Building Plan- Attachment G).

Thoroughfare, Emergency & Pedestrian Access

Access to the property is from State Street to 62nd Street. Access is also possible from Bear Tooth Court in the adjoining subdivision. A future connection may originate from Valley Drive, pending approval of a fully developed site plan for the parcel. The proposed entry from 62nd Street is sufficiently-sized for emergency vehicle access and the parking of vehicles, as shown. This paved parking and drive access will be a minimum of 44 feet wide. A turnaround is provided at the north end of the paving north of the proposed contractor condo. No sidewalks are required along 62nd Street.

Utilities

Utilities will be extended to Lot 3. Connections for most utilities to the site come from Valley Drive. Water service starts from the south side of Valley Drive. Natural gas will come from north of Valley Drive. Electrical connections will be required to be buried and will originate from the south side of Valley Drive. Sanitary sewer will outlet at a manhole near the 62nd Street entrance.

Storm Water Detention

Storm water detention quantity is provided for the subdivision in Lot B, Bettendorf Industrial Park 2nd Addition. Lot B collects storm water from outside the subdivision as an offset to permit the release of storm water from Lot 3, Bettendorf Industrial Park 5th Addition. Lot 3 requires no detention basin. Water quality structures as determined by the City Engineer will be provided for individual lots.

Flood Plain Requirements

Lot 3 is entirely within the 100-year flood plain or having a 1% probability of flooding during any given year (see 100 Year Flood Plain Aerial -Attachment H). The engineer for the owner of the lot will be required to submit paperwork to FEMA to receive acknowledgment that the new subdivision has been filled to an elevation 2 feet above the elevation designating 1% annual chance of flooding.

Staff Recommendation

Staff recommends approval of the site development plan subject to the following conditions:

1. The engineer for the owner of Lot 3 will be required to submit paperwork to FEMA to receive acknowledgment that the new subdivision has been filled to an elevation 2 feet above the elevation designating 1% annual chance of flooding.
2. Petitioner's engineer shall provide sanitary sewer plans for the site prior to the issuance of a building permit. Sewer must be a public main to serve future buildings.
3. Sanitary sewer easement for public sewer must be recorded prior to issuance of any construction permits.
4. No entrance from Valley Drive is allowed until such time as a subsequent site plan is brought forward for consideration. Future access to Valley Drive will be determined by the City Engineer.

Respectfully submitted,

Greg Beck
City Planner

March 1, 2023

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

SUBJECT: Planning and Zoning Commission's decision on a site development plan for 3240 – 62nd Street, submitted by Brent Martin.

Honorable Mayor and Members of the City Council:

On February 15, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named amended 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

3. Case 23-006; 3240 - 62nd Street (Lot 3, Bettendorf Industrial Park 5th Addition), submitted by Brent Martin. (Staff: Beck)

Beck reviewed the staff report.

Access was discussed, second access would be required by Fire Code. Beswick explained any development in the Flood Plain would need to meet minimum elevation level. Hunt explained that every building would need a Site Development Plan & Flood Plain Development plan. Detention of water and how it would be handled was discussed by Morlok. Grading of the entire lot would be done at the same time, per Chris Townsend, Townsend Engineering. Majority of lot is above Flood Plain. Stabilization would also be done as required.

On motion by Gannaway, second by Wennlund, that the Site Development Plan be approved subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: March 6/7, 2023
REQUESTED BY: Mark Hunt

Item Title
Resolution approving a site development plan for 6125 Valley Drive (Lot 1 and Outlot A, Stafford Industrial Park First Addition), submitted by Jeff Hartman. (Case 23-011)

Explanation
Jeff Hartman has submitted a site plan for an industrial development located on Lot 1 and Outlot A, Stafford Industrial Park First Addition (see 6125 Valley Drive Aerial – Attachment A). The applicant has increased the size of the development sufficiently to require a site development plan modification review. The development is located south of Valley Drive and north of Centennial Court. The development is located in the I-2, General Industrial District (see Zoning Map – Attachment B). Industrial development exists on the south side of Valley Drive.

The site plan brings the existing development into compliance, as the added building additions have increased total floor area by more than 10% of the originally building (see Site Development Plan – Attachment C). The development area is shown as Community Commercial on the Future Land Use Map. The proposal is consistent with the Comprehensive Plan Goal C: Attract and Retain Business and Industry. A portion of the property is located in the regulated floodplain (see Floodplain Map – Attachment D). The owner and the property is in current compliance with all applicable floodplain regulations for this site.

The Planning and Zoning Commission made a recommendation for approval of the site development plan at the February 15, 2023 meeting. Consult the staff report for further detail.

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

List attachments
Resolution; (A) Aerial; (B) Zoning Map; (C) Site Development Plan; (D) Floodplain Map; (E) Staff Report; (F) Planning and Zoning Commission report to Mayor and City Council; (G) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 23

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
6125 VALLEY DRIVE
LOT 1 AND OUTLOT A, STAFFORD INDUSTRIAL PARK FIRST ADDITION

WHEREAS, Jeff Hartman has submitted a site development plan for 6125 Valley Drive (Lot 1 and Outlot A, Stafford Industrial Park First Addition), and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for 6125 Valley Drive.

PASSED, APPROVED, AND ADOPTED this 7th day of March, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Case No. 23-011: 6125 Valley Drive
Site Development Plan
Aerial

1 Inch = 222 Feet

Feet

0 85 170 340 510

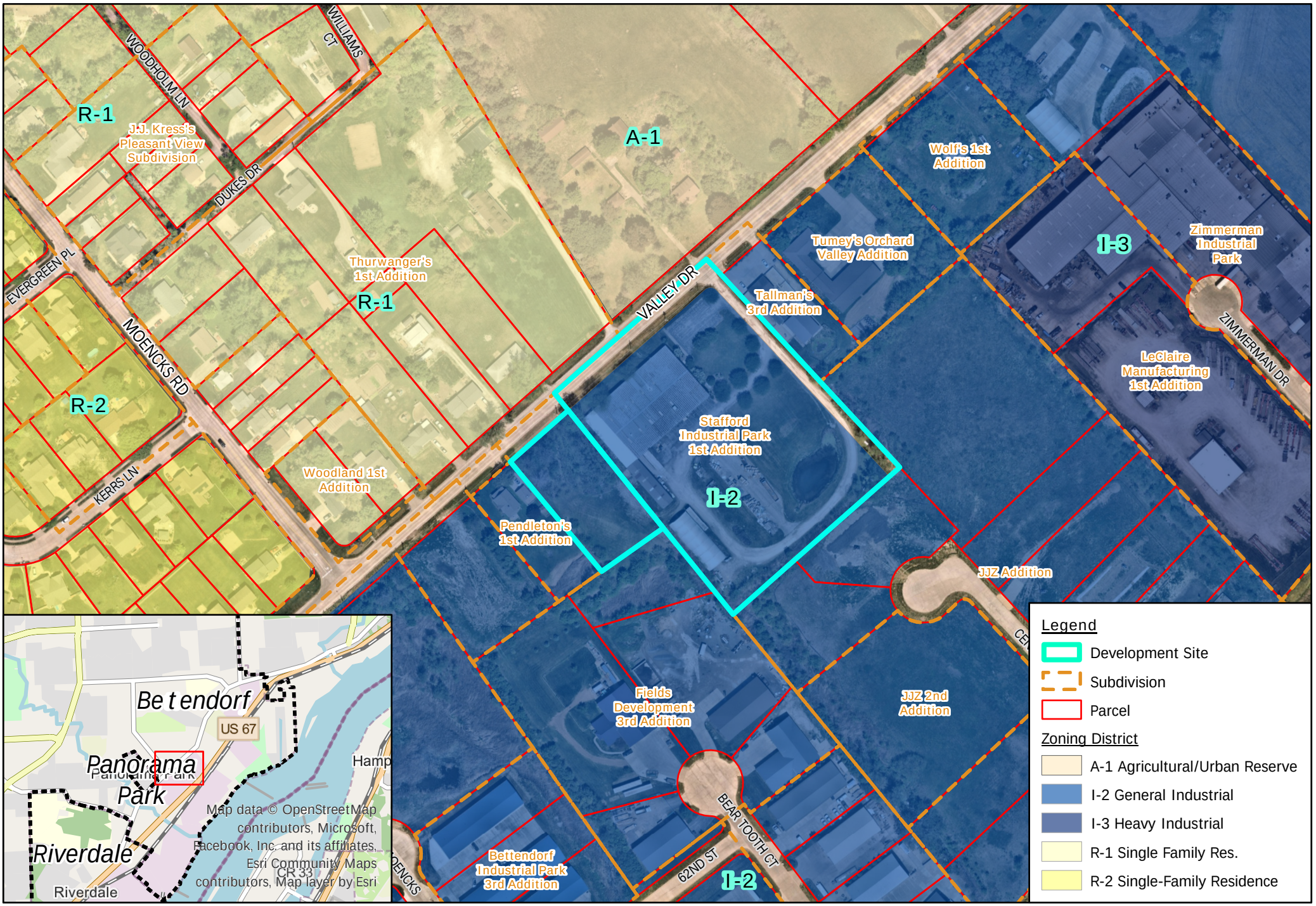
N



Case No. 23-011: 6125 Valley Drive
Site Development Plan
Current Zoning

1 Inch = 222 Feet
Feet
0 85 170 340 510

N



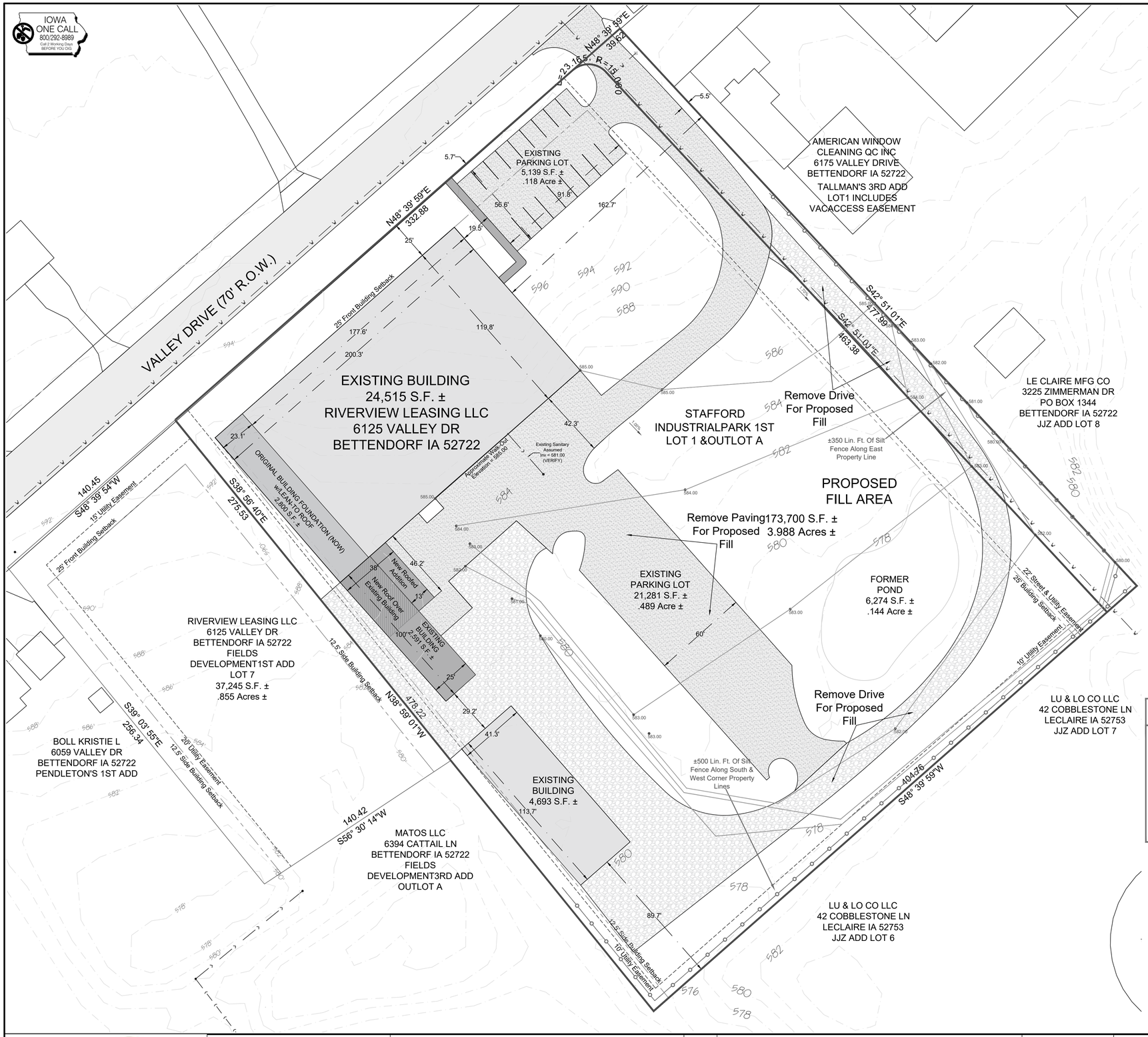
Legend

- Development Site
- Subdivision
- Parcel

Zoning District

- A-1 Agricultural/Urban Reserve
- I-2 General Industrial
- I-3 Heavy Industrial
- R-1 Single Family Res.
- R-2 Single-Family Residence

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



N W E S

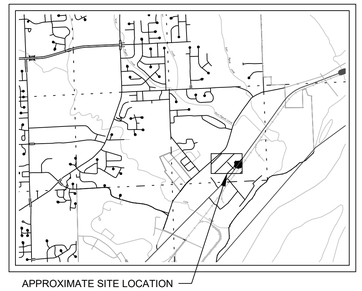
GRAPHIC SCALE
30 0 15 30
(IN FEET)
1" = 30' (24x36)

SITE DEVELOPMENT PLAN

JEFF HARTMAN
6125 Valley Drive

TO THE CITY OF BETTENDORF, IA

SITE LOCATION MAP



GENERAL NOTES

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

   LEGAL DESCRIPTION OF PROPERTY: Parcel ID8413513011
   6125 VALLEY DR BETTENDORF IA 52722
   STAFFORD INDUSTRIALPARK 1ST LOT 1 &OUTLOT A

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.

3. THE CONTRACTOR SHALL NOTIFY THE CITY OF BETTENDORF AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

4. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO DRAIN OR TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.

5. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.

6. CONCRETE PAVEMENT SHALL CONFORM TO THE REQUIREMENTS OF IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAYS AND BRIDGE CONSTRUCTION, SECTION 2301, PORTLAND CEMENT CONCRETE PAVEMENT. CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BETTENDORF STANDARDS AND SPECIFICATIONS.

7. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.

8. NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.

I-2 Zoning Requirements

Front Yard Setback: 25' Minimum

Side Yard Setback: 10' Minimum w/ Sum Not Less Than 25'

Rear Yard Setback: 0' Minimum

Parking: Equipment Servicing or Manufacturing
1 Space for Each 2 Employees + 1 for Each Work Vehicle
Total Required Parking Spaces = 18 Total Spaces = 18

IOWA PROFESSIONAL ENGINEER CHRISTOPHER R. TOWNSEND 14864

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

1-24-23
Date

Christopher R. Townsend, P.E.
license number: 14864
My license renewal date is December 31, 2024.
Pages or Sheets covered by this seal: C0-C4

LEGEND:

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

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

DATE: 6/17/2022

DRAWN BY: TAS

CHECKED BY: CRT

DRAWING LOCATION
S:\HARTMAN-JEFF\6125 VALLEY DR\SITE PLAN.DWG

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
SITE DEVLOPMENT PLAN
6125 VALLEY DRIVE
BETTENDORF, IOWA 52722

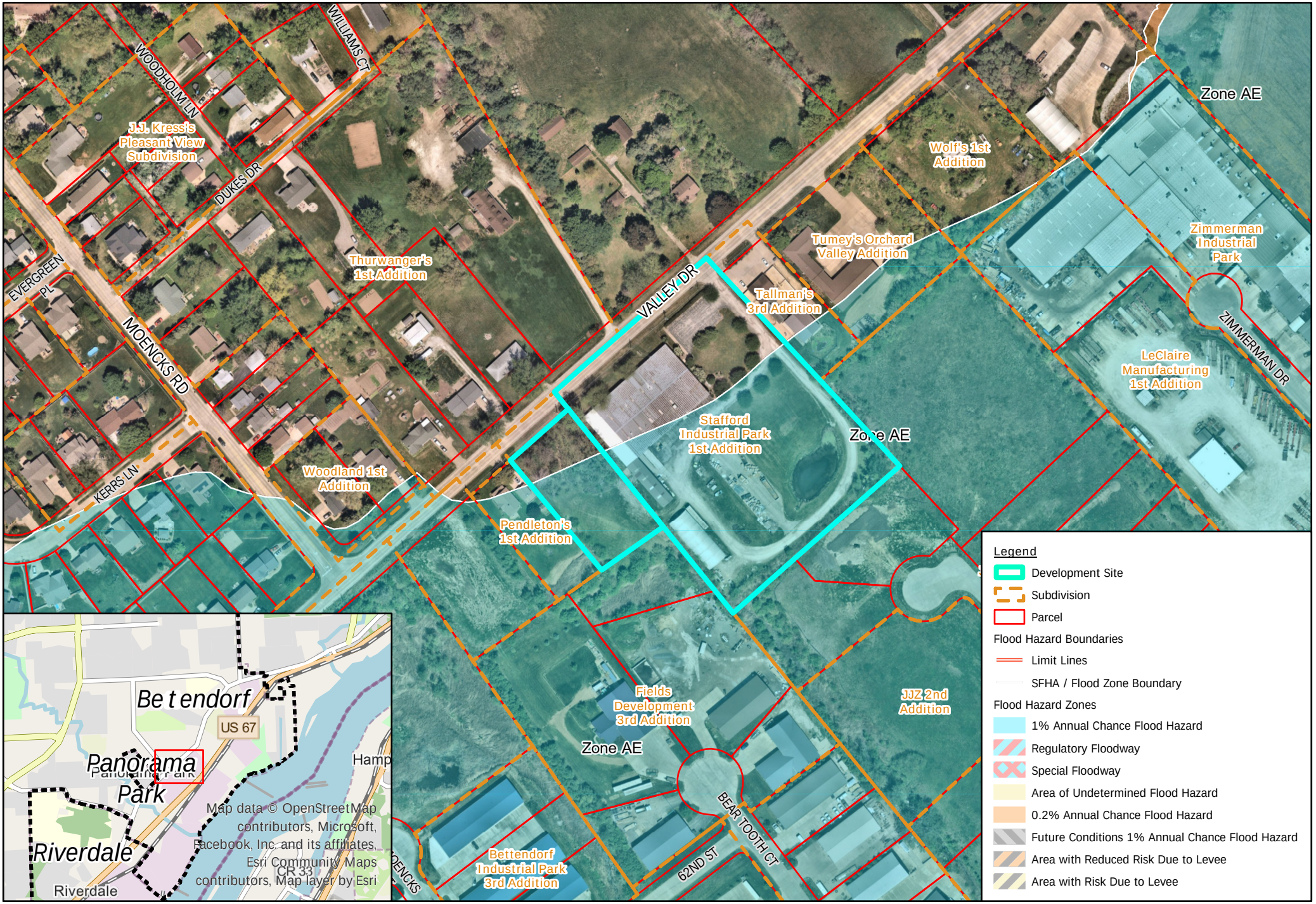
DEVELOPER
JEFF HARTMAN
6125 VALLEY DRIVE
BETTENDORF, IOWA 52722

SHEET NO.
C0

Case No. 23-011: 6125 Valley Drive
Site Development Plan
Floodplain

1 Inch = 222 Feet
Feet
0 85 170 340 510

N



Legend

- Development Site
- Subdivision
- Parcel

Flood Hazard Boundaries

- Limit Lines
- SFHA / Flood Zone Boundary

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee

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

February 15, 2023 - Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 23-011
Request: Site Development Plan / Modification
Location: 6125 Valley Drive
Legal Description: Lot 1 & Outlot A, Stafford Industrial Park First Addition (Parcel #: 8413513011)
Applicants: Jeff Hartman, Yard Sign Ninjas
Zoning: I-2, General Industrial District
Future Land Use: IND, Industrial

Background Information and Facts

Jeff Hartman has submitted a site plan for an industrial development located on Lot 1 & Outlot A, Stafford Industrial Park First Addition (see 6125 Valley Drive Aerial – Attachment A). The applicant has increased the size of the development sufficiently to require a site development plan modification review. The development is located south of Valley Drive and north of Centennial Court. The development is located in the I-2, General Industrial District (see Zoning Map – Attachment B). Industrial development exists on the south side of Valley Drive.

The site plan brings the existing development into compliance, as the added building additions have increased total floor area by more than 10% of the originally building. (see Site Development Plan – Attachment C).

Future Land Use Map & Compliance with Comprehensive Plan

The development area is shown as Community Commercial on the Future Land Use Map. The proposal is consistent with the Comprehensive Plan goal C: Attract and Retain Business and Industry.

Zoning Compliance

The site is currently zoned I-2. The development complies with the bulk standards for the district including setbacks, allowable size, and density as shown on the site development plan.

Floodplain

A portion of the property is located in the regulated floodplain (see Floodplain Map – Attachment D). The owner and the property is in current compliance with all applicable floodplain regulations for this site.

Utilities

The site is currently connected to Iowa-American water and city sewer. All utility connections are sufficiently sized to accommodate the increased building space on-site.

Thoroughfare Plan & Pedestrian Access

Vehicle access to the development exists via a parking lot curb cut onto Valley Drive. The added building additions will not require reconfiguration of the access.

No sidewalks currently exist on Valley Drive and are currently not required.

Off-Street Parking

A total of 18 off-street parking spaces currently exists on-site. Additional open parking areas are available in the rear yard of the building. A sufficient number of off-street parking is shown on the site development plan.

Staff Recommendation

Staff recommends approval of **Case No. 23-011** – Site Development Plan modification for 6125 Valley Drive.

Respectfully submitted,

Taylor Beswick
City Planner

March 1, 2023

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

SUBJECT: Planning and Zoning Commission's decision on a site development plan for 6125 Valley Drive, submitted by Jeff Hartman.

Honorable Mayor and Members of the City Council:

On February 15, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named amended 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

4. Case 23-011; 6125 Valley Drive, submitted by Jeff Hartman. (Staff: Beswick)

Beswick reviewed the staff report.

This is a Site Plan Modification. Staff felt that recent additions and changes warranted a site plan review. Staff recommends approval. Staff will note that any future major modifications will require review by this body. Some of the changes have already taken place and this is why this action is coming before board. Some changes could have been made prior to current owner, before 2008. Mark explained that changes came to light during a DNR audit and City has been working with owner and their engineer in this process. Site does meet flood requirements.

> On motion by Gannaway, seconded by Wennlund, that the Site Plan modification be approved, subject to staff recommendations.
>
> ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: March 7, 2023
REQUESTED BY: Mark Hunt

Item Title
Resolution authorizing the Community Development Director to issue a bid request for asbestos removal for homes involved in the Flood Grant Buyout Program (DR-4557-0045).

Explanation
Bettendorf was awarded funds that were available from the flood grant buyout program through Iowa Homeland Security and Emergency Management Division (HSEMD). Removal of asbestos from the homes that are a part of the buyout program is required per the Administrative Plan approved by the City and received by HSEMD.

Staff anticipates that the execution of the program will begin in 2022 and continue well into 2023. The program is intended to allow cities to acquire and demolish homes located within the 100-year flood zone.

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

List attachments
Resolution; Request for bids.

RESOLUTION NO. _____ - 23

RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO ISSUE A BID REQUEST FOR ASBESTOS REMOVAL FOR HOMES INVOLVED IN THE FLOOD GRANT BUYOUT PROGRAM (DR-4557-0045)

WHEREAS, the city of Bettendorf was awarded funds that were available from the flood grant buyout program through Iowa Homeland Security and Emergency Management Division (HSEMD), and

WHEREAS, removal of asbestos from the homes that are a part of the buyout program is required per the Administrative Plan approved by the City and received by HSEMD.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bettendorf hereby authorizes the Community Development Director to issue a bid request for asbestos removal for homes involved in the flood buyout program.

PASSED, APPROVED, AND ADOPTED this 7th day of March, 2023.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Request for Bids: Asbestos Abatement
March 7, 2023

Background:
The City of Bettendorf, Iowa is seeking bids to abate asbestos material(s) from three residential properties within the City. Abatement must be performed by a properly-licensed Contractor. The properties are single-family homes located within the Duck Creek Floodplain and targeted for demolition under a Federal Emergency Management Agency (FEMA) program.

Scope of Work:
The selected Service Provider must be able to complete abatement on an individual home within ten (10) days of official Notice to Proceed from the City unless additional time is agreed to in writing. For each day following the ten (10) day deadline, an additional five hundred dollars ($500) will be deducted from the bid price payment as liquidated damages to the City of Bettendorf. A deadline extension will only be issued by mutual agreement of both the Contractor and the City.

All abatement activities must comply with federal, state, and local laws. This project involves properties that are being purchased as part of a Federal grant; therefore, regulations under 2 CFR Part 200 Appendix II must be adhered to (see attached regulation).

The properties will be demolished following the abatement; therefore, the Contractor may proceed knowing that the structures will not be reoccupied following the abatement. Salvage rights **WILL NOT** be provided in conjunction with the bid process. The Contractor **MAY NOT** salvage any materials from the involved properties.

The Contactor must be able to abate a wide range of asbestos contamination scenarios commonly found in residential structures. The addresses of the homes to be abated are:

- 1115 Crestview Court, Bettendorf IA
- 2401 Crestview Drive, Bettendorf IA
- 1120 Parkway Drive, Bettendorf IA

Bidding

Bids are due on or before 5:00 p.m. CST March 22, 2023 (the "Bid Deadline"). Bids will not be accepted following the bid deadline. Bids should be provided on a cost per house. The selected Service Provider shall bill the City at the completion of each individual property abated. Bids must include licensing documentation clearly demonstrating all necessary qualifications.

Sealed bids will be received by the City of Bettendorf through the electronic bid submission system at https://bettendorf.ionwave.net. No other submittal methods will be accepted.

Encl:
2 CFR Part 200 Appendix II
Asbestos Inspection Report 1115 Crestview Court
Asbestos Inspection Report 2401 Crestview Drive
Asbestos Inspection Report 1120 Parkway Drive

2 CFR Part 200 Appendix II Terms and Conditions for Federal Compliance

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

State of Iowa agencies receive federal funding. As a recipient of federal funds, State of Iowa agencies and their subrecipients must adhere to federal legislation passed by Congress as well as codified regulations implemented through administrative requirements when executing the funding.

Specific to the Code of Federal Regulations (CFR) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, contracts, memorandums of understanding, and letters of agreement. Detailed in 2 CFR Part 200 Appendix II, in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under the Federal awards must contain provisions covering the following, as applicable.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 12511387), as Amended
Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States")
The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage

determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **Davis-Bacon Act is not applicable to HMGP grant funding.

Debarment and Suspension (Executive Orders 12549 and 12689)
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Domestic Preferences for Procurements
As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Equal Employment Opportunity
Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Procurement of Recovered Materials

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Rights to Inventions Made Under a Contract or Agreement
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Termination

Immediate Termination by the State
The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

- In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
- The Contractor fails to comply with confidentiality laws or provisions;
- The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

Termination for Cause by the Agency
The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- Contractor furnished any statement, representation, warranty or certification in connection with

this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

- Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- Contractor terminates or suspends its business; Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
    - Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or

taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
    - Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
    - Making an assignment for the benefit of creditors;
    - Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
    - Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

- If the Agency's duties, programs or responsibilities are modified or materially altered; or
- If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- The payment of unemployment compensation to Contractor's employees;
- The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

ACKNOWLEDGEMENTS AND ASSURANCES

Access to Records

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Iowa, HSEMD, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, HSEMD and the

contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

Awarding Agency Seal, Logo, and Flags
The contractor shall not use the awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency preapproval.

Compliance with Federal Law, Regulations, and Executive Orders
This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts
The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Michael Baker
INTERNATIONAL

We Make a Difference

February 2, 2023

Mark Hunt
Community Development Director
City of Bettendorf
4403 Devils Glen Road
Bettendorf, IA 52722

Re: Asbestos Building Inspection at 1115 Crestview Court, Bettendorf, Iowa

Dear Mark Hunt:

I am pleased to provide you with this letter report, detailing the environmental sampling services that Michael Baker International, Inc. (Michael Baker) has recently provided for your firm.

Scope of Work

Michael Baker was requested to conduct a limited hazardous material inspection for the presence of asbestos-containing materials (ACM) within the residential property located at 1115 Crestview Court, in the city of Bettendorf, within Scott County, in Iowa. The purpose of the inspection was to meet the requirements of the United States Environmental Protection Agency (USEPA), State of Iowa, and the National Emission Standards for Hazardous Air Pollutants (NESHAP) standards. The NESHAP standard (40 CFR, Part 61) requires that an asbestos inspection be conducted prior to renovation/demolition activities of any structure or dwelling. The building that was inspected is located at Parcel Identification Number (PIN) 8420231C6. There was one structure (house) on this parcel. The building plan is shown on the Figures.

Field Visit Investigation

The survey was conducted on January 16, 2023, by an Iowa-licensed Asbestos Building Inspector (Gary R. Case – Iowa License 22-8866). The Michael Baker field inspector identified six (6) suspected building materials from the building. The bulk material samples were collected and analyzed for the presence of asbestos. Samples were submitted using chain-of-custody documentation to EMSL Analytical, Inc. in Cinnaminson, New Jersey. EMSL is accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for bulk material analysis for asbestos. The bulk asbestos samples were analyzed by Polarized Light Microscopy (PLM), Environmental Protection Agency (EPA) Method for Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116 (7/93 Edition). Table 1 presents the specific information for all of the building components that were sampled as suspected ACM.

Findings and Recommendations

As for the building materials recorded in Table 1, the laboratory analyses of the material samples indicated that one (1) of the sampled materials contained asbestos greater than the EPA criteria level of 1% asbestos by weight and/or in accordance with USEPA NESHAP regulations. The final laboratory analytical report for these samples is submitted to confirm this determination and is contained in Attachment I. Attachment II contains photographs of the building and the asbestos-containing material.

While the material can be managed in-place with little potential hazard, due to the proposed renovation project, all of the ACM that will be impacted or disturbed should be properly removed and disposed of, accordingly, by an asbestos abatement firm that is licensed by the State of Iowa. Abatement plans for the regulated ACM should be designed in accordance with USEPA and other federal, state, and local regulations and/or using appropriate guidelines by an Asbestos Project Designer and reviewed by a Certified Industrial Hygienist. All abatement activities should be overseen and managed by an experienced and licensed Asbestos Supervisor. Removal notifications, activities, and disposal must be completed in accordance with USEPA (40 CFR Part 61), OSHA (29 CFR 1926.1101), and Iowa regulations, as well as other applicable federal, state, and local regulations.

Should you have any questions regarding this report, please do not hesitate to contact me at (412) 269-6381.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Gary R. Case
Project Manager

Disclaimer

The information that is presented in this report reflects the conditions that were observed in the building(s) during the time frame this inspection was conducted. Although every effort was made to identify the potential suspect building materials and components, there is no guarantee that additional building materials in these damaged buildings are not present. Conditions may exist in the building(s), such that inaccessible materials may only become apparent during demolition activities. If any hidden, suspicious material is encountered, it is recommended that the material be analyzed to confirm its asbestos content.

FIGURES

S.O. No. _____

Subject: 1115 Crestview Court
Bettendorf Iowa

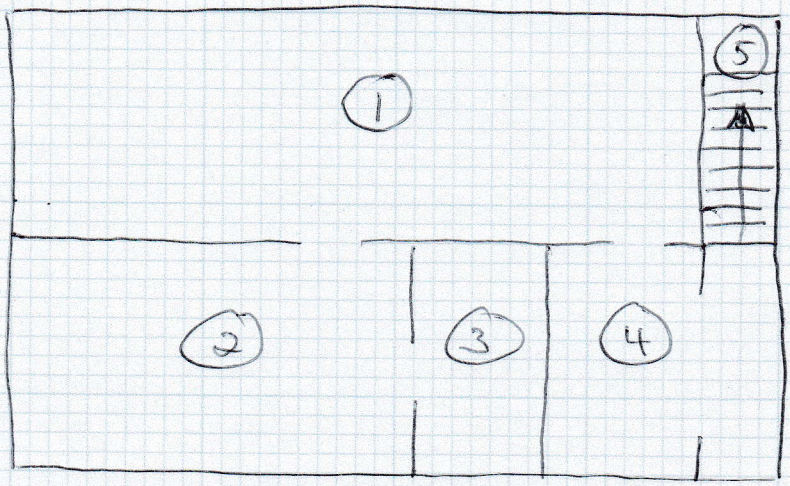
Sheet No. 1 of 1

Drawing No. _____

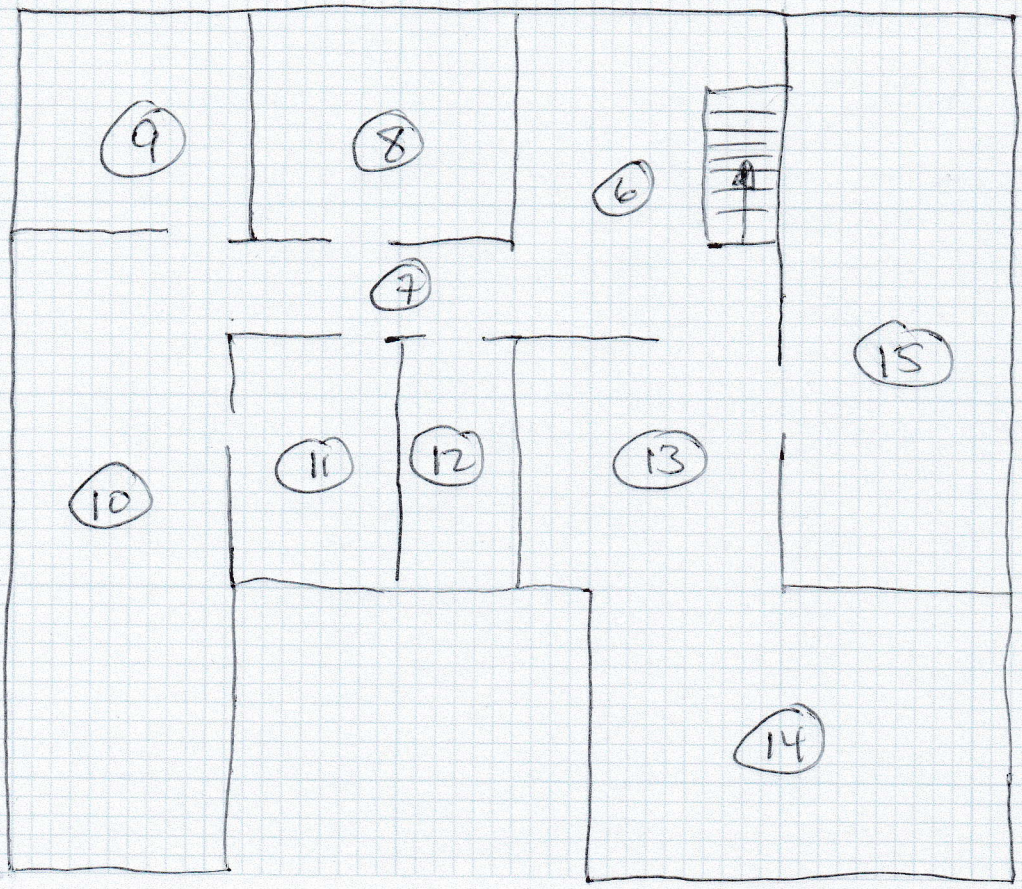
Computed by _____ Checked By _____ Date _____

Baker

Basement



First Floor



Scott County / City of Davenport, Iowa

Summary - Auditor's Office

Parcel ID	8420231C6
Alternate ID	
Property Address	**1115 CRESTVIEW CT** **BETTENDORF IA 52722**
Sec/Twp/Rng	N/A
Brief	HAWTHORNE HILLS 1ST ADD Lot: 126 HAWTHORNE
Tax Description	HILLS 1STADD (Note: Not to be used on legal documents)
Deed Book/Page	2012-11066
Contract	
Book/Page	
Gross Acres	0.24
Net Acres	0.24
Adjusted CSR Pts	0
District	BEB - BETTENDORF BETTENDORF
School District	BETTENDORF SCHOOLS
Subdivision	HAWTHORNE HILLS 1ST ADD



Owners - Auditor's Office

Deed Holder
KEVIN J SEYDEL TRUST
KEVIN J SEYDEL
6045 SHADOWBROOK DR
BETTENDORF IA 52722
Contract Holder
Mailing Address
KEVIN J SEYDEL TRUST
KEVIN J SEYDEL
6045 SHADOWBROOK DR
BETTENDORF IA 52722

Land - Assessor's Office

Map Area BETTENDORF-R F
Lot Dimensions Regular Lot: x

Front Footage	Front	Rear	Side 1	Side 2
Main Lot	52.00	134.00	113.00	113.00
Sub Lot 2	0.00	0.00	0.00	0.00
Sub Lot 3	0.00	0.00	0.00	0.00
Sub Lot 4	0.00	0.00	0.00	0.00

Lot Area 0.24 Acres; 10,509 SF

Land Sizes Used For Assessment Purposes Only. Not A Survey Of The Property.

Residential Dwelling - Assessor's Office

Residential Dwelling	
Occupancy	Single-Family Dwelling
Style	1 Story Frame
Year Built	1960
Exterior Material	Compo Sdng
Total Gross Living Area	1,408 SF
Attic Type	None;
Number of Rooms	6 above; 3 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	960
Basement Finished Area	500 - Rec Rm
Plumbing	1) Full Std Bath-Tub or Cmbo 1) 1/2 Bath-Powder Room
Central Air	Yes
Heat	F/A-Gas
Fireplaces	1 Limited function; 1 Limited function;
Porches	Stoop/Deck w/ Railing (20 SF);
Decks	Deck, Wood (360 SF);
Additions	1 Story Frame (280 SF); 1 Story Frame (168 SF);
Garages	288 SF - Att Frame (Built 1960);

Yard Extras - Assessor's Office

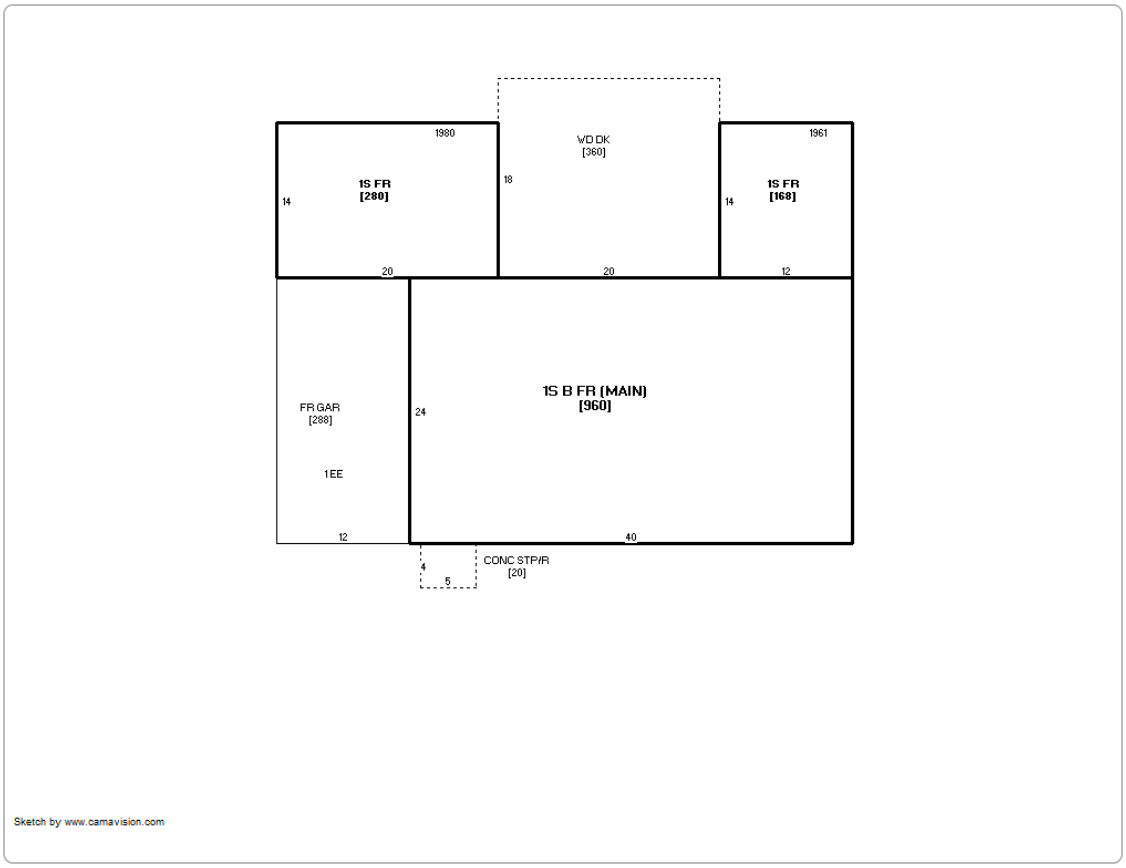
#1 - (1) Shed W8.00 x L10.00 80 SF, Frame Shed, Average Pricing, Built 1980

Photos - Assessor's Office





Sketches - Assessor's Office



Sales - Assessor's Office

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
4/16/2012	SEYDEL KEVIN J	KEVIN J SEYDEL TRUST	2012-11066	EST/TRD/GFT/EXCHG- Estate, COD, Trade, Gift, or Exchange sales (incl 1031)	D -Deed		$0.00
1/30/2012	RICHARDSON RONALD S JR	SEYDEL KEVIN J	2012-3413	NORMAL - Normal Arms-Length Transaction	D -Deed		$86,000.00
2/28/2007	MCCABE JAMES LESLIE	RICHARDSON RONALD S JR	2007-6358	NORMAL - Normal Arms-Lngth Transaction	D -Deed		$132,000.00
2/23/2007	MCCABE JAMES LESLIE	MCCABE JAMES LESLIE	2007-6357	OTHER - Not a typical market sale - Other	D -Deed		$0.00
5/10/2005	MCCABE JAMES L	KLATT RYAN	2005-14688	OTHER - Not a typical market sale - Other	D -Deed		$0.00
5/10/2005	MCCABE JAMES L	MCCABE JAMES LESLIE	2005-15330	FAMILY/RELATED - Sale Between Family Members or Related Parties	C - Contract		$106,140.00
9/12/2003	MCANELLY, JAMES D	KLATT, RYAN	2003-51202	CNTRCT - Contract	C - Contract		$89,000.00
9/12/2003	MCANELLY, JAMES D	KLATT, RYAN	2003-49823	NORMAL - Normal Arms-Lngth Transaction	D -Deed		$93,000.00

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/29/2000	CHRISTENSEN ROGER N	JAMES D MCANELLY	2000-29537	NORMAL - Normal Arms-Lngth Transaction	D -Deed		$85,000.00

Recent Sales in Area

Sale date range:

From:

01/23/2013

To:

01/23/2023

1500

Feet

Valuation - Assessor's Office

		2022	2021	2020
	Classification	Residential	Residential	Residential
+	Assessed Land Value	$30,350	$30,350	$30,350
+	Assessed Building Value	$0	$0	$0
+	Assessed Dwelling Value	$90,300	$90,300	$80,560
=	Gross Assessed Value	**$120,650**	**$120,650**	**$110,910**
-	Exempt Value	$0	$0	$0
=	Net Assessed Value	**$120,650**	**$120,650**	**$110,910**

Taxation - Auditor\Treasurer's Office

		2021 Pay 2022-2023	2020 Pay 2021-2022
x	Rollback (estimated)	54.13	56.41
+	Taxable Land Value	$16,429	$17,120
+	Taxable Building Value	$0	$0
+	Taxable Dwelling Value	$48,880	$45,443
=	Gross Taxable Value	**$65,309**	**$62,563**
-	Military Credit	$0	$0
=	Net Taxable Value	**$65,309**	**$62,563**
x	Levy Rate (per $1000 of value)	32.19036	32.86075
=	Gross Taxes Due	**$2,102.32**	**$2,055.87**
-	Ag Land Credit	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00
=	Net Taxes Due	**$2,102.00**	**$2,056.00**

Tax History - Treasurer's Office

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	$1,051	No		665092
	September 2022	$1,051	Yes	10/28/2022	
2020	March 2022	$1,028	Yes	5/2/2022	665583
	September 2021	$1,028	Yes	9/30/2021	
2019	March 2021	$1,006	Yes	4/1/2021	662194
	September 2020	$1,006	Yes	10/5/2020	

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020 September 2019	$1,007 $1,007	Yes Yes	4/22/2020 10/22/2019	665057
2017	March 2019 September 2018	$1,007 $1,007	Yes Yes	5/20/2019 11/2/2018	674696
2016	March 2018 September 2017	$984 $984	Yes Yes	4/2/2018 9/14/2017	633842
2015	March 2017 September 2016	$962 $962	Yes Yes	4/3/2017 10/4/2016	803521
2014	March 2016 September 2015	$941 $941	Yes Yes	4/1/2016 10/5/2015	731166
2013	March 2015 September 2014	$920 $920	Yes Yes	4/6/2015 10/9/2014	629700
2012	March 2014 September 2013	$1,211 $1,211	Yes Yes	3/20/2014 10/4/2013	604788
2011	March 2013 September 2012	$1,082 $1,082	Yes Yes	3/21/2013 9/6/2012	604767
2010	March 2012 September 2011	$1,023 $1,023	Yes Yes	3/27/2012 10/3/2011	604202
2009	March 2011 September 2010	$982 $982	Yes Yes	3/28/2011 9/27/2010	607037
2008	March 2010 September 2009	$923 $923	Yes Yes	3/23/2010 10/5/2009	604187

Special Assessments - Treasurer's Office

Project:
20191008 - Bettendorf Utility Fee
Accepted Date:
10/8/2019
Parcel Number:
8420231C6
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20190111-2 - Bettendorf Utility Fees
Accepted Date:
1/11/2019
Parcel Number:
8420231C6
Amortization Date:
12/1/2019
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20170331 - Bettendorf Utility Fees
Accepted Date:
3/31/2017
Parcel Number:
8420231C6
Amortization Date:
12/1/2017
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Scott County Data Correction Feedback Form

Link to Data Correction Feedback Form

Treasurer Data Correction Feedback Form

Link to Treasurer Data Correction Feedback Form

Pay Property Taxes

Click here to pay your Property Taxes online for this parcel

Scott County Tax Credit Applications

Apply for Homestead, Sales Questionnaire, Military or Business Property Tax Credits

Iowa Land Records

(17-1004)
(1990-21302)

Data for Scott County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1989.
For records prior to 1989, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

No data available for the following modules: Summary - Inactive, DBA (Doing Business As) - Assessor's Office, Commercial Buildings - Assessor's Office, Agricultural Buildings - Assessor's Office, Permits - Assessor's Office, Tax Sale Certificates - Treasurer's Office, Davenport Data Correction Feedback Form, Davenport Tax Credit Applications.

User Privacy Policy
GDPR Privacy Notice

Last Data Upload: 1/23/2023, 5:04:52 AM

TABLES

TABLE 1
ASBESTOS SURVEY MATERIAL SUMMARY

STRUCTURE LOCATED AT
1115 CRESTVIEW COURT, BETTENDORF, IOWA

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
01	Wall and Celling Board	White, with White Joint Compound	Rooms 1 - 15	No	B - H1 - 01A B - H1 - 01B	None Detected None Detected	Room 2 Room 10	No	Not Applicable	Not Applicable
02	Ceiling Tile	2' x 4' Fissured/Pinhole	Room 1	Yes	B - H1 - 02A B - H1 - 02B	None Detected None Detected	Room 1 Room 2	No	Not Applicable	Not Applicable
03	Vinyl Floor Sheeting and Floor Adhesive	Brown VFS with Yellow Adhesive	Room 4	No	B - H1 - 03A B - H1 - 03B	25% Chrysotile Not Analyzed	Room 4 Room 4	Yes	144 Square Feet	Damaged
04	Vinyl Floor Tile and Floor Adhesive	12" x 12" Green VFT with Yellow Adhesive	Rooms 6, 11, 12, and 13	No	B - H1 - 04A (VFT) B - H1 - 04A (FA) B - H1 - 04B (VFT) B - H1 - 04B (FA)	None Detected None Detected None Detected None Detected	Room 6 Room 6 Room 13 Room 13	No	Not Applicable	Not Applicable

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

TABLE 1
ASBESTOS SURVEY MATERIAL SUMMARY

STRUCTURE LOCATED AT
1115 CRESTVIEW COURT, BETTENDORF, IOWA

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
05	Textured Finish	Popcorn Texture on Ceilings	Rooms 10 and 14	Yes	B - H1 - 05A	None Detected	Room 10	No	Not Applicable	Not Applicable
					B - H1 - 05B	None Detected	Room 10			
					B - H1 - 05C	None Detected	Room 14			
06	Asphaltic Roofing Material	Black Shingles	Roof	No	B - H1 - 06A (Shingle)	None Detected	Roof	No	Not Applicable	Not Applicable
					B - H1 - 06A (Tar)	None Detected	Roof			
					B - H1 - 06B (Shingle)	None Detected	Roof			
					B - H1 - 06B (Tar)	None Detected	Roof			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

Michael Baker
INTERNATIONAL

ATTACHMENT I

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042301603
Customer ID:	BAKE51
Customer PO:	
Project ID:	

Attention:	Gary Case	**Phone:**	(412) 375-3996
	Michael Baker, Jr. Inc.	**Fax:**	(412) 375-3996
	100 Airside Drive	**Received Date:**	01/19/2023 9:20 AM
	Moon Township, PA 15108	**Analysis Date:**	02/01/2023
		Collected Date:	
Project:	193076 / Bettendorf House 1 (Iowa)		

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B-H1-01A *042301603-0001*		White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
B-H1-01B *042301603-0002*		White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
B-H1-02A *042301603-0003*		Gray/White Fibrous Homogeneous	55% Cellulose 30% Min. Wool	15% Non-fibrous (Other)	None Detected
B-H1-02B *042301603-0004*		Gray/White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
B-H1-03A *042301603-0005*		Brown Fibrous Homogeneous	15% Cellulose	60% Non-fibrous (Other)	25% Chrysotile
B-H1-03B *042301603-0006*					Positive Stop (Not Analyzed)
B-H1-04A-Floor Tile *042301603-0007*		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H1-04A-Mastic *042301603-0007A*		Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H1-04B-Floor Tile *042301603-0008*		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H1-04B-Mastic *042301603-0008A*		Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H1-05A *042301603-0009*		White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
B-H1-05B *042301603-0010*		White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
B-H1-05C *042301603-0011*		White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
B-H1-06A-Shingle *042301603-0012*		Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
B-H1-06A-Tar *042301603-0012A*		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H1-06B-Shingle *042301603-0013*		Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected

Initial report from: 02/01/2023 15:49:41

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042301603
Customer ID:	BAKE51
Customer PO:	
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B-H1-06B-Tar *042301603-0013A*		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Andrea Doughty (9)
Gregory Barry (7)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 02/01/2023 15:49:41

Michael Baker
INTERNATIONAL

ATTACHMENT II

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PARCEL IDENTIFICATION: Parcel Identification Number 8420231C6

PHOTOGRAPH **1**	
1115 Crestview Court **Bettendorf, Iowa**	
PHOTOGRAPHS BY **Michael Baker**	

Comments: Front View of Structure

PHOTOGRAPH **2**	
1115 Crestview Court **Bettendorf, Iowa**	
PHOTOGRAPHS BY **Michael Baker**	

Comments: Asbestos-Containing Material (Material #03 – Brown Vinyl Floor Sheeting)

Michael Baker
INTERNATIONAL

ATTACHMENT III

EMSL ANALYTICAL, INC.
US East Coast: 800-220-3675
US West Coast: 866-798-1089
Canada: 888-831-0722



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Cinnaminson, New Jersey Testing Laboratory

EMERGENCY ANALYSIS
AFTER HOURS,
WEEKENDS or HOLIDAYS

Laboratory Cinnaminson, NJ (LAB List in Description)
Address 200 Route 130 North, Cinnaminson, NJ, 08077
Phone 1-800-220-3675, Fax: (856) 786-5974
Email c@emsl.com
Click here for map/directions (courtesy Google Maps)
Hours Mon-Fri 8AM-12AM, Sat. 8AM - 6PM, Sun. On-Call
Department hours may vary - see below

(Chemistry LAB 01) (Asbestos LAB 04) (Lead LAB 20) (Food Chemistry LAB 21) (Industrial Hygiene LAB 28) (Materials LAB 36) (Microbiology LAB 37) (Radon LAB 38) (TO-15 LAB 49) (PCR LAB 61) (Food Microbiology LAB 63) (Radiochemistry LAB 78)

Customer Service
Talk To An Expert
Customer Survey

Services Performed	Department Hours
Asbestos Lab Services	
DNA and PCR Testing Laboratory	
Environmental Chemistry Lab Services	
Fire & Smoke Testing Lab	
Food and Beverage Testing	
Industrial Hygiene (IH) Lab Services	M-F 8:30AM-5:00PM
Lead and Metals Lab Services	
Legionella Testing Lab Services	M-F 9:00AM-6:00PM, Saturday Prep Avail
Materials Testing Lab	
Microbiology Laboratory	M-F 9AM-6PM, SAT: Prep & Rush Direct Exams Avail
Radiological Testing	
Silica Lab Services	M-F 9:00AM-5:30PM
USP 797	M-F 9:00AM-6:00PM, Saturday Prep Avail

Qualifications	Certificate #	Expires
AIHA LAP, LLC ELLAP	100194	01/01/2025
AIHA LAP, LLC EMLAP	100194	01/01/2025
AIHA LAP, LLC IHLAP	100194	01/01/2025
A2LA Asbestos, Lead, Chemistry, IH, Materials and Radiochemistry	2845.01	07/31/2024
A2LA Chemistry (Food Chemistry/Materials Science)	2845.15	07/31/2024
A2LA Food Micro	2845.14	07/31/2024
A2LA Material Science/Mechanical	2845.16	07/31/2024
NVLAP - Air and Bulk	101048-0	06/30/2023
IRSST Recognition - PLM and TEM	See list	
NJ - Dept. of Labor and Workforce Development	32871	07/09/2021
National Radon Proficiency Program - Residential Measurement Provider	110140	10/31/2024
National Radon Proficiency Program - Radon	NRPP ID 109000 AL	05/31/2023
National Radon Safety Board - Radon Measurement Specialist	NRSB 19SS026	07/30/2023
National Radon Safety Board - Radon	NRSB-ARL6006	07/30/2023
NSF Material Program (Brake Pads) - SAE J2975:2011	CO192670-AL006	02/28/2023
CDC ELITE - Legionella Certificate of Proficiency	Certificate	12/01/2022
NJ - Radioactive Materials License	535776-RAD210001	10/31/2030
Consumer Product Safety Commission (CPSC) - Cinnaminson - Metals, Lead, Phthalates	Letter - ID #1140	
DOECAP - DOE/DOD - Cinnaminson	2845.01	05/31/2023

EPA - UCMR - Inorganic anions (Chlorate)	Approval letter	
FDA - Drug Firm Registration	3003933331	12/31/2023
US Dept. of Agriculture - Soil Permit	P330-20-00038	02/10/2023
US Dept. of Justice - DEA Certificate	RE0419716	08/31/2023
US Dept. of Justice - Explosives License/Permit	8-NJ-005-33-3F-00326	06/01/2023
AL - Metals, Inorganics, Microbiological and Asbestos in DW	41260	06/30/2023
AL - Radon	NRSB-ARL6006	07/30/2023
AK - Radon	NRSB-ARL6006	07/30/2023
AZ - Airborne and Bulk Asbestos	Letter - AZ0955	06/30/2023
AZ - Radon	NRSB-ARL6006	07/30/2023
AR- Radon	NRSB-ARL6006	07/30/2023
CA - Asbestos, Lead and Chemistry for Metals in Drinking Water; Bulk Asbestos	1877	06/30/2023
CA - Radon	NRSB-ARL6006	07/30/2023
CO - PCM, PLM and TEM	AL-15133	01/30/2024
CO - Asbestos and Lead in Drinking Water	Letter	05/31/2023
CO - Cryptosporidium in Drinking Water	Letter	05/31/2023
CO - Radiochemistry in Drinking Water	Letter	05/31/2023
CO - Radon	NRSB-ARL6006	07/30/2023
CT - Asbestos, Lead, Micro, Legionella, Env. Chemistry, Radiochemicals and Cryptosporidium	PH-0270	06/30/2024
CT - Radon	NRSB-ARL6006	07/30/2023
DE - Asbestos, Chemistry, Radon, Micro, Cryptosporidium and Giardia in Drinking Water	Letter	06/30/2023
FL - Asbestos, Lead, Chemistry, Microbiology, Crypto and Giardia, TO-15, PFAS in Drinking Water	E87975	06/30/2023
FL - Radon	RB2034	07/22/2023
FL - Radon Measurement Specialist	R2687	10/14/2023
GA - Asbestos, Lead, Micro and Cryptosporidium-Giardia	972	06/30/2023
GA - Radon	NRSB-ARL6006	07/30/2023
HI - Asbestos in Drinking Water 100.2	Letter	06/30/2023
HI - PLM, TEM	L-01-032	07/10/2023
HI - Radon	NRSB-ARL6006	07/30/2023
ID - Asbestos in Drinking Water	NJ00337	06/30/2023
ID - Radon	NRSB-ARL6006	07/30/2023
IL - Cryptosporidium	1703036	06/30/2023
IL - Radon	RNL2008202	07/31/2023
IN - Lead, Chemistry and Asbestos in Drinking Water	C-NJ-04	06/30/2023
IN - Radon	RL000015	12/19/2024
IA - Asbestos in Drinking Water	419	02/01/2023
IA - Radon Measurement license	RNLAB10005	02/28/2023
KS - Radon	KS-LB-0005	09/30/2023
KS - Radon Measurement Technician	KS-MS-0482	11/30/2023
KY - Asbestos and Metals in Drinking Water	90123	12/31/2022
KY - Radon	NRSB-ARL6006	07/30/2023
LA - Asbestos and Radiochemistry in Drinking Water	LA004	12/31/2023
LA - Chemistry, Asbestos in Air, Non-potable Water and Solid Hazardous Waste, Fungi Direct and Cultures, Radiochemistry	04127	06/30/2023
LA - Radon	NRSB-ARL6006	07/30/2023
ME - Analyst Individual Certification List	See list	
ME - Asbestos, Radiochemistry, Env. Lead, E. coli, Crypto and Giardia in DW	2022021	08/16/2024
ME - Radon	SPC202	09/30/2024
ME - Air Asbestos Analysis	LA-0038	10/31/2023
ME - Bulk Asbestos Analysis	LB-0039	10/31/2023
MD - Asbestos, Chemistry and Radiochemistry in Drinking Water	331	09/30/2023
MD - Radon	NRSB-ARL6006	07/30/2023
MA - PCM, PLM, TEM	AA000056	09/28/2023
MA - Asbestos, Lead, Micro, Radiochemistry and PFAS in Drinking Water	M-NJ337	06/30/2023
MA - Cryptosporidium	See letter	06/30/2023
MA - Radon	NRSB-ARL6006	07/30/2023
MI - Asbestos, Microbiology, PFAs, Organics, and Radiochemistry in Drinking Water	9970	06/30/2023
MI - Radon	NRSB-ARL6006	07/30/2023

Customer Service
Talk To An Expert
Customer Survey

MN - Asbestos, Lead, and Radiochemistry in Drinking Water; PCBs	2367360	12/31/2023
MN - Radon	RL-00005	01/01/2024
MS - Asbestos in Drinking Water	Letter	06/30/2023
MS - Radon	NRSB-ARL6006	07/30/2023
MO - Radon	NRSB-ARL6006	07/30/2023
MT - Asbestos, Chemistry and Radiochemistry in Drinking Water	CERT0016	01/01/2024
MT - Radon	NRSB-ARL6006	07/30/2023
NE - Micro, Asbestos, Radiochemistry and PFAS in Drinking Water	NE-OS-19-08	06/30/2023
NE - Radon Measurement Specialist	474	03/31/2023
NE - Radon Measurement License	RMB-1083	03/31/2023
NV - Asbestos in DW, Bulk Asbestos (PLM), PFAS, and Radiochemistry	NJ003372023-1	07/31/2023
NV - Radon	NRSB-ARL6006	07/30/2023
NH - Asbestos, Radiochemistry, TCLP and PFAS in Drinking Water	298822	10/22/2023
NH - Radon	NRSB-ARL6006	07/30/2023
NJ - Asbestos, Chemistry, Gravimetric, TO-15, Microbiology, Radon, Cryptosporidium and Giardia (NELAP)	03036	06/30/2023
NJ - Office of Attorney General - Controlled Dangerous Substances	CA00030200	03/31/2023
NJ - Radioactive Materials License	535776-RAD210001	10/31/2030
NJ - Radon Measurement License	MEB92525	04/24/2024
NJ - Radon Measurement Specialist	MES13910	09/18/2023
NJ - Dept. of Labor and Workforce Development	32871	07/09/2023
NJ - DLWD OSC - Permit to Store Explosives	14086	03/31/2022
NM - Micro, Asbestos, Metals, Radiochemistry and PFAs in Drinking Water	NJ00337	06/30/2023
NM - Radon	NRSB-ARL6006	07/30/2023
NY - Asbestos, Metals, TCLP, Lead, Chemistry, PCBs, Radon, Total Coliform, TO-15, and TO-10A, PFOS, PFOA	10872	04/01/2023
NY - Legionella, Potable and Non-potable	10872	04/01/2023
NC - Asbestos, Cryptosporidium, Metals and Radiochemistry in Drinking Water	34700	07/31/2023
NC - Radon	NRSB-ARL6006	07/30/2023
ND - Radon	NRSB-ARL6006	07/30/2023
ND - TCLP, Metals and Pesticides	R-208	06/30/2023
OH - Cryptosporidium	Letter	06/30/2023
OH - Lead in Paint Chips, Wipes, Soil and Air	E10002	06/02/2023
OH - Radon	RL39	07/11/2023
OH - Ohio VAP - Asbestos	CL105	03/11/2023
OK - Asbestos, Lead, Radiochemistry and PFAs in Drinking Water	D9952	08/31/2023
OK - Radon	NRSB-ARL6006	07/30/2023
OR - Radon	NRSB-ARL6006	07/30/2023
PA - Radon	2573	03/19/2023
PA - Radon Analyst Certification	3393	09/18/2023
PA - Asbestos, Chemistry, Radon, Micro and Cryptosporidium	68-00367	11/30/2023
PA - City of Philadelphia - PCM, PLM and TEM	ALL-137	04/30/2023
RI - Asbestos, Chemistry and Radiochemistry in DW	LAO00318	12/30/2023
RI - PCM	PCM00075	04/30/2023
RI - PLM	PLM00075	04/30/2023
RI - Radon Analytical Services	CLS00049	08/31/2023
RI - TEM	TEM00075	04/30/2023
SC - Asbestos in Drinking Water and Cryptosporidium	94017001	06/30/2023
SC - Radon	NRSB-ARL6006	07/30/2023
SD - Asbestos in Drinking Water	Letter	06/30/2023
SD - Radon	NRSB-ARL6006	07/30/2023
TN - Asbestos in Drinking Water	TN02856	06/30/2023
TN - Radon	NRSB-ARL6006	07/30/2023
TX - TO-15; Asbestos, Lead, Chemistry and Micro in Drinking Water	T104704177-22-21	08/31/2023
TX - PCM, PLM and TEM	300161	11/02/2023
TX - Mold	LAB1002	01/08/2024
TX - Radon	NRSB-ARL6006	07/30/2023
UT - Radon	NRSB-ARL6006	07/30/2023
VT - Analyst Individual Certification List	See list	
VT - PCM, PLM, TEM	AL818603	08/06/2023
VT - Asbestos, Metals and Radiological in Drinking Water	400622	10/03/2023

Customer Service
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Customer Survey

VT - Lead	LL379642	08/06/2023
VT - Radon	NRSB-ARL6006	07/30/2023
VA - PCM, PLM and TEM	3333000075	02/28/2023
VA - Radon	NRSB-ARL6006	07/30/2023
VA - NELAC - Asbestos, Lead, Cryptosporidium, Organics, Metals and Inorganics	460184	09/14/2023
WA - Asbestos in Air, Water, Solids; Lead, Methamphetamine and PCBs in Solid and Chemical Materials	C922	07/14/2023
WA - Radon	NRSB-ARL6006	07/30/2023
WV - Air and Bulk Asbestos	LT000621	07/31/2023
WV - Asbestos, Cryptosporidium, PFAs, Radiochemistry in DW	9967 M	12/31/2022
WV - Radon	RL000220	07/31/2023
WI - Radon	NRSB-ARL6006	07/30/2023
WI - Oneida Nation Vendor	121065	04/30/2023
WY - Radon	NRSB-ARL6006	07/30/2023

Chain of Custody Forms

- Asbestos Lab Services
- DNA and PCR Testing Laboratory
- Environmental Chemistry Lab Services
- Fire & Smoke Testing Lab
- Food and Beverage Testing
- Industrial Hygiene (IH) Lab Services
- Lead and Metals Lab Services
- Legionella Testing Lab Services
- Materials Testing Lab
- Microbiology Laboratory
- Radiological Testing
- Silica Lab Services
- USP 797

Customer Service

Talk To An Expert

Customer Survey

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GARY CASE



DOB: 05-02-1963

Issued: 09-23-2022

This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	22-8866	06-16-2023
PROJECT DESIGNER	22-8867	06-20-2023

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts
Labor Commissioner

Michael Baker
INTERNATIONAL

We Make a Difference

February 2, 2023

Mark Hunt
Community Development Director
City of Bettendorf
4403 Devils Glen Road
Bettendorf, IA 52722

Re: Asbestos Building Inspection at 2401 Crestview Drive, Bettendorf, Iowa

Dear Mark Hunt:

I am pleased to provide you with this letter report, detailing the environmental sampling services that Michael Baker International, Inc. (Michael Baker) has recently provided for your firm.

Scope of Work

Michael Baker was requested to conduct a limited hazardous material inspection for the presence of asbestos-containing materials (ACM) within the residential property located at 2401 Crestview Drive, in the city of Bettendorf, within Scott County, in Iowa. The purpose of the inspection was to meet the requirements of the United States Environmental Protection Agency (USEPA), State of Iowa, and the National Emission Standards for Hazardous Air Pollutants (NESHAP) standards. The NESHAP standard (40 CFR, Part 61) requires that an asbestos inspection be conducted prior to renovation/demolition activities of any structure or dwelling. The building that was inspected is located at Parcel Identification Number (PIN) 8420231C9. There was one structure (house) on this parcel. The building plan is shown on the Figures.

Field Visit Investigation

The survey was conducted on January 16, 2023, by an Iowa-licensed Asbestos Building Inspector (Gary R. Case – Iowa License 22-8866). The Michael Baker field inspector identified seven (7) suspected building materials from the building. The bulk material samples were collected and analyzed for the presence of asbestos. Samples were submitted using chain-of-custody documentation to EMSL Analytical, Inc. in Cinnaminson, New Jersey. EMSL is accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for bulk material analysis for asbestos. The bulk asbestos samples were analyzed by Polarized Light Microscopy (PLM), Environmental Protection Agency (EPA) Method for Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116 (7/93 Edition). Table 1 presents the specific information for all of the building components that were sampled as suspected ACM.

Findings and Recommendations

As for the building materials recorded in Table 1, the laboratory analyses of the material samples indicated that one (1) of the sampled materials contained asbestos greater than the EPA criteria level of 1% asbestos by weight and/or in accordance with USEPA NESHAP regulations. The final laboratory analytical report for these samples is submitted to confirm this determination and is contained in Attachment I. Attachment II contains photographs of the building and the asbestos-containing material.

While the material can be managed in-place with little potential hazard, due to the proposed renovation project, all of the ACM that will be impacted or disturbed should be properly removed and disposed of, accordingly, by an asbestos abatement firm that is licensed by the State of Iowa. Abatement plans for the regulated ACM should be designed in accordance with USEPA and other federal, state, and local regulations and/or using appropriate guidelines by an Asbestos Project Designer and reviewed by a Certified Industrial Hygienist. All abatement activities should be overseen and managed by an experienced and licensed Asbestos Supervisor. Removal notifications, activities, and disposal must be completed in accordance with USEPA (40 CFR Part 61), OSHA (29 CFR 1926.1101), and Iowa regulations, as well as other applicable federal, state, and local regulations.

Should you have any questions regarding this report, please do not hesitate to contact me at (412) 269-6381.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Gary R. Case
Project Manager

Disclaimer

The information that is presented in this report reflects the conditions that were observed in the building(s) during the time frame this inspection was conducted. Although every effort was made to identify the potential suspect building materials and components, there is no guarantee that additional building materials in these damaged buildings are not present. Conditions may exist in the building(s), such that inaccessible materials may only become apparent during demolition activities. If any hidden, suspicious material is encountered, it is recommended that the material be analyzed to confirm its asbestos content.

FIGURES

S.O. No. _____

Subject: 2401 Crestview Drive
Bettendorf Iowa

Sheet No. 1 of 1

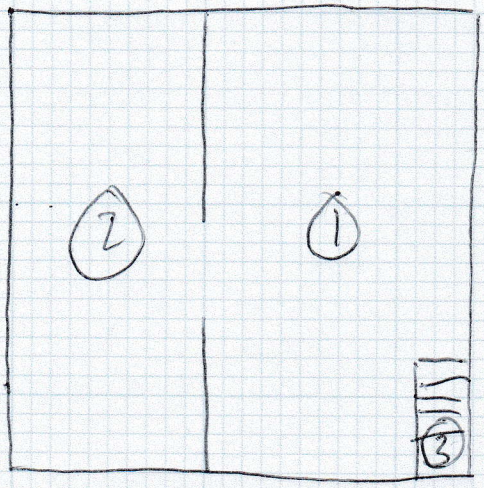
Drawing No. _____

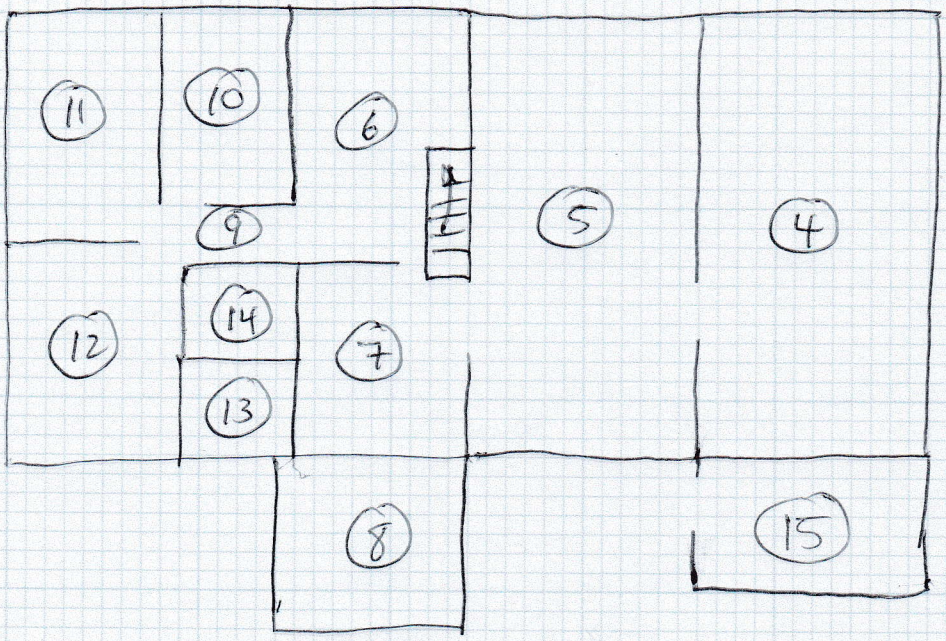
Computed by _____ Checked By _____ Date _____

Baker

* Not drawn to Scale

Basement





First Floor

Scott County / City of Davenport, Iowa

Summary - Auditor's Office

Parcel ID	8420231C9
Alternate ID	
Property Address	**2401 CRESTVIEW DR** **BETTENDORF IA 52722**
Sec/Twp/Rng	N/A
Brief	HAWTHORNE HILLS 1ST ADD Lot: 129 HAWTHORNE
Tax Description	HILLS 1STADD (Note: Not to be used on legal documents)
Deed Book/Page	2007-7756
Contract	
Book/Page	
Gross Acres	0.16
Net Acres	0.16
Adjusted CSR Pts	0
District	BEB - BETTENDORF BETTENDORF
School District	BETTENDORF SCHOOLS
Subdivision	HAWTHORNE HILLS 1ST ADD



Owners - Auditor's Office

Deed Holder
STOCKWELL MONICA M
2401 CRESTVIEW DR
BETTENDORF IA 52722

TERRONEZ BRANDON L
2401 CRESTVIEW DR
BETTENDORF IA 52722
Contract Holder
Mailing Address
STOCKWELL MONICA M
2401 CRESTVIEW DR
BETTENDORF IA 52722

Land - Assessor's Office

Map Area BETTENDORF-R F
Lot Dimensions Regular Lot: x

Front Footage	Front	Rear	Side 1	Side 2
Main Lot	66.00	66.00	100.00	110.00
Sub Lot 2	0.00	0.00	0.00	0.00
Sub Lot 3	0.00	0.00	0.00	0.00
Sub Lot 4	0.00	0.00	0.00	0.00

Lot Area 0.16 Acres; 6,930 SF

Land Sizes Used For Assessment Purposes Only. Not A Survey Of The Property.

Residential Dwelling - Assessor's Office

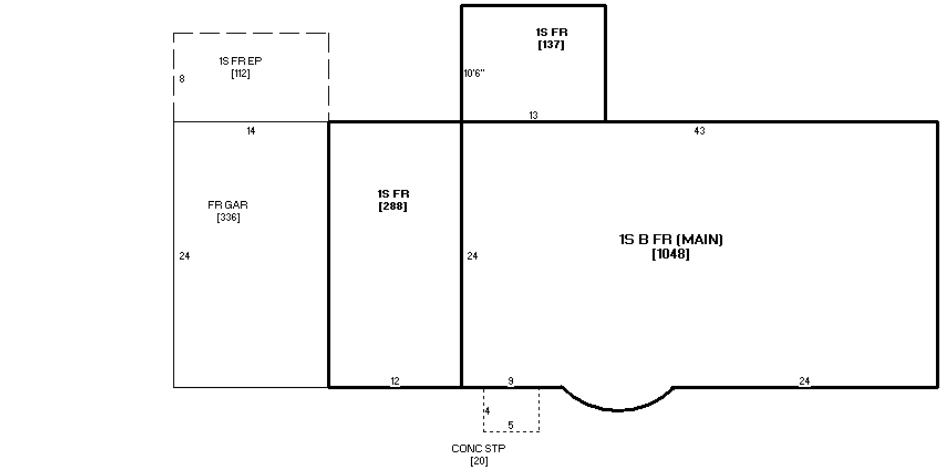
Residential Dwelling	
Occupancy	Single-Family Dwelling
Style	1 Story Frame
Year Built	1961
Exterior Material	Compo Sdng
Total Gross Living Area	1,473 SF
Attic Type	None;
Number of Rooms	7 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	1,048
Basement Finished Area	
Plumbing	1) Full Std Bath-Tub or Cmbo 1) 1/2 Bath-Powder Room 1) Shwr Stll Only/Xtr-PreF
Central Air	Yes
Heat	F/A-Gas
Fireplaces	1 Masonry;
Porches	1S Frame Enclosed (112 SF); Concrete Stoop/Deck (20 SF);
Decks	
Additions	1 Story Frame (288 SF); 1 Story Frame (137 SF);
Garages	336 SF - Att Frame (Built 1961);

Photos - Assessor's Office





Sketches - Assessor's Office



Permits - Assessor's Office

Permit #	Date	Description	Amount
11600	05/04/2011	HVAC - General	2,500

Sales - Assessor's Office

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
3/16/2007	BERNER RAYMOND H	STOCKWELL MONICA M	2007-7756	NORMAL - Normal Arms-Lngth Transaction	D -Deed		$97,000.00
10/25/1974	KRENDICK LUCINDA	BERNER RAYMOND H	1974-16846	CNTRCT - Contract	C -Contract		$34,500.00

Recent Sales in Area

Sale date range:

From:

01/23/2013

To:

01/23/2023

1500

Feet

Valuation - Assessor's Office

		2022	2021	2020
	Classification	Residential	Residential	Residential
+	Assessed Land Value	$28,710	$28,710	$28,710
+	Assessed Building Value	$0	$0	$0
+	Assessed Dwelling Value	$95,370	$95,370	$86,300
=	Gross Assessed Value	**$124,080**	**$124,080**	**$115,010**
-	Exempt Value	$0	$0	$0
=	Net Assessed Value	**$124,080**	**$124,080**	**$115,010**

Taxation - Auditor\Treasurer's Office

		2021 Pay 2022-2023	2020 Pay 2021-2022
x	Rollback (estimated)	54.13	56.41
+	Taxable Land Value	$15,541	$16,195
+	Taxable Building Value	$0	$0
+	Taxable Dwelling Value	$51,624	$48,681
=	Gross Taxable Value	**$67,165**	**$64,876**
-	Military Credit	$0	$0
=	Net Taxable Value	**$67,165**	**$64,876**
x	Levy Rate (per $1000 of value)	32.19036	32.86075
=	Gross Taxes Due	**$2,162.07**	**$2,131.87**
-	Ag Land Credit	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00
-	Homestead Credit	($156.12)	($159.37)
-	Disabled and Senior Citizens Credit	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00
=	Net Taxes Due	**$2,006.00**	**$1,972.00**

Tax History - Treasurer's Office

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	$1,003	No		630210
	September 2022	$1,003	Yes	9/21/2022	
2020	March 2022	$986	Yes	3/14/2022	658496
	September 2021	$986	Yes	9/22/2021	
2019	March 2021	$964	Yes	3/12/2021	649303
	September 2020	$964	Yes	9/21/2020	
2018	March 2020	$963	Yes	3/18/2020	644937
	September 2019	$963	Yes	9/24/2019	
2017	March 2019	$962	Yes	3/21/2019	641385
	September 2018	$962	Yes	9/20/2018	
2016	March 2018	$1,078	Yes	3/15/2018	613018
	September 2017	$1,078	Yes	9/28/2017	

Year	Due Date	Amount	Paid	Date Paid	Receipt
2015	March 2017	$1,052	Yes	3/22/2017	784110
	September 2016	$1,052	Yes	9/23/2016	
2014	March 2016	$1,023	Yes	3/24/2016	707852
	September 2015	$1,023	Yes	9/23/2015	
2013	March 2015	$999	Yes	3/24/2015	645632
	September 2014	$999	Yes	9/25/2014	
2012	March 2014	$996	Yes	3/27/2014	608055
	September 2013	$996	Yes	9/30/2013	
2011	March 2013	$987	Yes	3/21/2013	608046
	September 2012	$987	Yes	9/24/2012	
2010	March 2012	$948	Yes	3/23/2012	604205
	September 2011	$948	Yes	9/20/2011	
2009	March 2011	$911	Yes	3/25/2011	608017
	September 2010	$911	Yes	9/27/2010	
2008	March 2010	$856	Yes	3/23/2010	604190
	September 2009	$856	Yes	9/25/2009	

Special Assessments - Treasurer's Office

Project:
20221007-9 - Bettendorf Utility Fee
Accepted Date:
10/7/2022
Parcel Number:
8420231C9
Amortization Date:
12/1/2023
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20220118 - Bettendorf Utility Fee
Accepted Date:
1/18/2022
Parcel Number:
8420231C9
Amortization Date:
12/1/2022
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20211013-1 - Bettendorf Utility Fee
Accepted Date:
10/13/2021
Parcel Number:
8420231C9
Amortization Date:
12/1/2022
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20200115 - Bettendorf Utility Fee
Accepted Date:
1/15/2020
Parcel Number:
8420231C9
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20191008 - Bettendorf Utility Fee
Accepted Date:
10/8/2019
Parcel Number:
8420231C9
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20190716-1 - Bettendorf Utility Fee
Accepted Date:
7/16/2019
Parcel Number:
8420231C9
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Scott County Data Correction Feedback Form

Link to Data Correction Feedback Form

Treasurer Data Correction Feedback Form

Link to Treasurer Data Correction Feedback Form

Pay Property Taxes

Click here to pay your Property Taxes online for this parcel

Scott County Tax Credit Applications

Apply for Homestead, Sales Questionnaire, Military or Business Property Tax Credits

Iowa Land Records

Data for Scott County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1989. For records prior to 1989, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

No data available for the following modules: Summary - Inactive, DBA (Doing Business As) - Assessor's Office, Commercial Buildings - Assessor's Office, Agricultural Buildings - Assessor's Office, Yard Extras - Assessor's Office, Tax Sale Certificates - Treasurer's Office, Davenport Data Correction Feedback Form, Davenport Tax Credit Applications.

User Privacy Policy
GDPR Privacy Notice

Last Data Upload: 1/23/2023, 5:04:52 AM

TABLES

TABLE 1
ASBESTOS SURVEY MATERIAL SUMMARY

STRUCTURE LOCATED AT
2401 CRESTVIEW DRIVE, BETTENDORF, IOWA

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
01	Wall and Celling Board	White, with White Joint Compound	Rooms 1 - 15	No	B - H6 - 01A B - H6 - 01B	None Detected None Detected	Room 2 Room 10	No	Not Applicable	Not Applicable
02	Vinyl Floor Sheeting and Floor Adhesive	Yellow VFS with Yellow FA	Room 1	No	B - H6 - 02A B - H6 - 02B	4% Chrysotile Not Analyzed	Room 1 Room 1	Yes	144 Square Feet	Damaged
03	Vinyl Floor Sheeting and Floor Adhesive	White with Black Diamonds VFS with Yellow FA	Rooms 13 and 14	No	B - H6 - 03A (VFS) B - H6 - 03A (FA) B - H6 - 03B (VFS) B - H6 - 03B (FA)	None Detected None Detected None Detected None Detected	Room 13 Room 13 Room 14 Room 14	No	Not Applicable	Not Applicable
04	Vinyl Floor Tile and Floor Adhesive	12" x 12" Wood Block VFT with Yellow FA	Rooms 6 and 7	No	B - H6 - 04A B - H6 - 04B	None Detected None Detected	Room 6 Room 7	No	Not Applicable	Not Applicable

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

TABLE 1
ASBESTOS SURVEY MATERIAL SUMMARY

STRUCTURE LOCATED AT
2401 CRESTVIEW DRIVE, BETTENDORF, IOWA

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
05	Vinyl Floor Tile and Floor Adhesive	12" x 12" Brown Rectangle VFT with Yellow FA	Room 8	No	B - H6 - 05A	None Detected	Room 8	No	Not Applicable	Not Applicable
					B - H6 - 05B	None Detected	Room 8			
06	Textured Finish	Popcorn Texture on Ceilings	Room 10	Yes	B - H6 - 06A	None Detected	Room 10	No	Not Applicable	Not Applicable
					B - H6 - 06B	None Detected	Room 10			
					B - H6 - 06C	None Detected	Room 10			
07	Asphaltic Roofing Material	Brown Shingles	Roof of House	No	B - H6 - 07A (Shingle)	None Detected	Roof	No	Not Applicable	Not Applicable
					B - H6 - 07A (Tar)	None Detected	Roof			
					B - H6 - 07B (Shingle)	None Detected	Roof			
					B - H6 - 07B (Tar)	None Detected	Roof			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

Michael Baker
INTERNATIONAL

ATTACHMENT I

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042301542
Customer ID:	BAKE51
Customer PO:	193076
Project ID:	

Attention:	Gary Case	**Phone:**	(412) 375-3996
	Michael Baker, Jr. Inc.	**Fax:**	(412) 375-3996
	100 Airside Drive	**Received Date:**	01/19/2023 9:20 AM
	Moon Township, PA 15108	**Analysis Date:**	02/01/2023
		Collected Date:	
Project:	193076 / Bettendorf House 6 (Iowa)		

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B-H6-01A *042301542-0001*		Gray Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
B-H6-01B *042301542-0002*		Gray Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
B-H6-02A *042301542-0003*		Tan Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
B-H6-02B *042301542-0004*					Positive Stop (Not Analyzed)
B-H6-03A-Vinyl Sheet Flooring *042301542-0005*		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H6-03A-Mastic *042301542-0005A*		Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H6-03B-Vinyl Sheet Flooring *042301542-0006*		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H6-03B-Mastic *042301542-0006A*		Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H6-04A *042301542-0007*		Brown/White Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected
B-H6-04B *042301542-0008*		Brown/White Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected
B-H6-05A *042301542-0009*		Brown/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H6-05B *042301542-0010*		Brown/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H6-06A *042301542-0011*		Gray Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
B-H6-06B *042301542-0012*		Gray Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
B-H6-06C *042301542-0013*		Gray Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected

Initial report from: 02/02/2023 01:03:17

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042301542
Customer ID:	BAKE51
Customer PO:	193076
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B-H6-07A-Shingle *042301542-0014*		Gray/Black Fibrous Homogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
B-H6-07A-Tar *042301542-0014A*		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H6-07B-Shingle *042301542-0015*		Gray/Black Fibrous Homogeneous	8% Glass	92% Non-fibrous (Other)	None Detected
B-H6-07B-Tar *042301542-0015A*		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Brett Polumbo (10)
Nancy Stalter (8)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 02/02/2023 01:03:17

Michael Baker
INTERNATIONAL

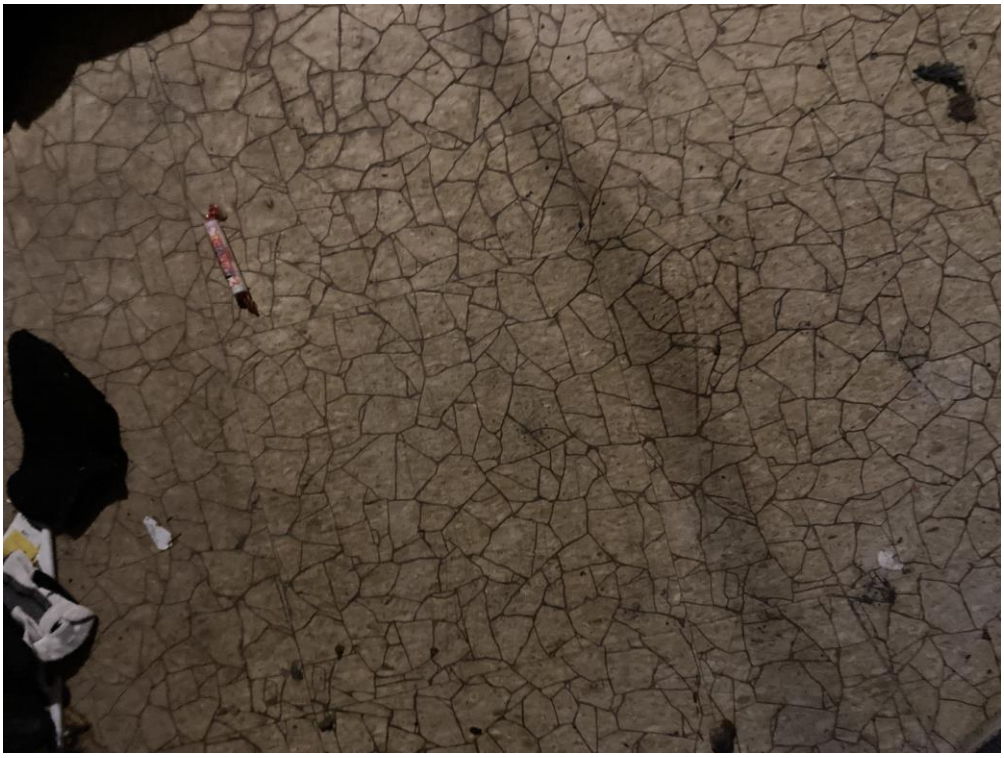
ATTACHMENT II

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PARCEL IDENTIFICATION: Parcel Identification Number 8420231C9

PHOTOGRAPH **1**	
2401 Crestview Drive **Bettendorf, Iowa**	
PHOTOGRAPHS BY **Michael Baker**	

Comments: Front View of Structure

PHOTOGRAPH **2**	
2401 Crestview Drive **Bettendorf, Iowa**	
PHOTOGRAPHS BY **Michael Baker**	

Comments: Asbestos-Containing Material (Material #02 – Yellow Vinyl Floor Sheeting)

Michael Baker
INTERNATIONAL

ATTACHMENT III

EMSL ANALYTICAL, INC.
US East Coast: 800-220-3675
US West Coast: 866-798-1089
Canada: 888-831-0722



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Home » Accreditations & Proficiencies » *Cinnaminson, NJ (LAB List in Description)*

Cinnaminson, New Jersey Testing Laboratory

EMERGENCY ANALYSIS
AFTER HOURS,
WEEKENDS or HOLIDAYS

Laboratory Cinnaminson, NJ (LAB List in Description)
Address 200 Route 130 North, Cinnaminson, NJ, 08077
Phone 1-800-220-3675, Fax: (856) 786-5974
Email c@emsl.com
Click here for map/directions (courtesy Google Maps)
Hours Mon-Fri 8AM-12AM, Sat. 8AM - 6PM, Sun. On-Call
Department hours may vary - see below

(Chemistry LAB 01) (Asbestos LAB 04) (Lead LAB 20) (Food Chemistry LAB 21) (Industrial Hygiene LAB 28) (Materials LAB 36) (Microbiology LAB 37) (Radon LAB 38) (TO-15 LAB 49) (PCR LAB 61) (Food Microbiology LAB 63) (Radiochemistry LAB 78)

Customer Service
Talk To An Expert
Customer Survey

Services Performed	Department Hours
Asbestos Lab Services	
DNA and PCR Testing Laboratory	
Environmental Chemistry Lab Services	
Fire & Smoke Testing Lab	
Food and Beverage Testing	
Industrial Hygiene (IH) Lab Services	M-F 8:30AM-5:00PM
Lead and Metals Lab Services	
Legionella Testing Lab Services	M-F 9:00AM-6:00PM, Saturday Prep Avail
Materials Testing Lab	
Microbiology Laboratory	M-F 9AM-6PM, SAT: Prep & Rush Direct Exams Avail
Radiological Testing	
Silica Lab Services	M-F 9:00AM-5:30PM
USP 797	M-F 9:00AM-6:00PM, Saturday Prep Avail

Qualifications	Certificate #	Expires
AIHA LAP, LLC ELLAP	100194	01/01/2025
AIHA LAP, LLC EMLAP	100194	01/01/2025
AIHA LAP, LLC IHLAP	100194	01/01/2025
A2LA Asbestos, Lead, Chemistry, IH, Materials and Radiochemistry	2845.01	07/31/2024
A2LA Chemistry (Food Chemistry/Materials Science)	2845.15	07/31/2024
A2LA Food Micro	2845.14	07/31/2024
A2LA Material Science/Mechanical	2845.16	07/31/2024
NVLAP - Air and Bulk	101048-0	06/30/2023
IRSST Recognition - PLM and TEM	See list	
NJ - Dept. of Labor and Workforce Development	32871	07/09/2021
National Radon Proficiency Program - Residential Measurement Provider	110140	10/31/2024
National Radon Proficiency Program - Radon	NRPP ID 109000 AL	05/31/2023
National Radon Safety Board - Radon Measurement Specialist	NRSB 19SS026	07/30/2023
National Radon Safety Board - Radon	NRSB-ARL6006	07/30/2023
NSF Material Program (Brake Pads) - SAE J2975:2011	CO192670-AL006	02/28/2023
CDC ELITE - Legionella Certificate of Proficiency	Certificate	12/01/2022
NJ - Radioactive Materials License	535776-RAD210001	10/31/2030
Consumer Product Safety Commission (CPSC) - Cinnaminson - Metals, Lead, Phthalates	Letter - ID #1140	
DOECAP - DOE/DOD - Cinnaminson	2845.01	05/31/2023

EPA - UCMR - Inorganic anions (Chlorate)	Approval letter	
FDA - Drug Firm Registration	3003933331	12/31/2023
US Dept. of Agriculture - Soil Permit	P330-20-00038	02/10/2023
US Dept. of Justice - DEA Certificate	RE0419716	08/31/2023
US Dept. of Justice - Explosives License/Permit	8-NJ-005-33-3F-00326	06/01/2023
AL - Metals, Inorganics, Microbiological and Asbestos in DW	41260	06/30/2023
AL - Radon	NRSB-ARL6006	07/30/2023
AK - Radon	NRSB-ARL6006	07/30/2023
AZ - Airborne and Bulk Asbestos	Letter - AZ0955	06/30/2023
AZ - Radon	NRSB-ARL6006	07/30/2023
AR- Radon	NRSB-ARL6006	07/30/2023
CA - Asbestos, Lead and Chemistry for Metals in Drinking Water; Bulk Asbestos	1877	06/30/2023
CA - Radon	NRSB-ARL6006	07/30/2023
CO - PCM, PLM and TEM	AL-15133	01/30/2024
CO - Asbestos and Lead in Drinking Water	Letter	05/31/2023
CO - Cryptosporidium in Drinking Water	Letter	05/31/2023
CO - Radiochemistry in Drinking Water	Letter	05/31/2023
CO - Radon	NRSB-ARL6006	07/30/2023
CT - Asbestos, Lead, Micro, Legionella, Env. Chemistry, Radiochemicals and Cryptosporidium	PH-0270	06/30/2024
CT - Radon	NRSB-ARL6006	07/30/2023
DE - Asbestos, Chemistry, Radon, Micro, Cryptosporidium and Giardia in Drinking Water	Letter	06/30/2023
FL - Asbestos, Lead, Chemistry, Microbiology, Crypto and Giardia, TO-15, PFAS in Drinking Water	E87975	06/30/2023
FL - Radon	RB2034	07/22/2023
FL - Radon Measurement Specialist	R2687	10/14/2023
GA - Asbestos, Lead, Micro and Cryptosporidium-Giardia	972	06/30/2023
GA - Radon	NRSB-ARL6006	07/30/2023
HI - Asbestos in Drinking Water 100.2	Letter	06/30/2023
HI - PLM, TEM	L-01-032	07/10/2023
HI - Radon	NRSB-ARL6006	07/30/2023
ID - Asbestos in Drinking Water	NJ00337	06/30/2023
ID - Radon	NRSB-ARL6006	07/30/2023
IL - Cryptosporidium	1703036	06/30/2023
IL - Radon	RNL2008202	07/31/2023
IN - Lead, Chemistry and Asbestos in Drinking Water	C-NJ-04	06/30/2023
IN - Radon	RL000015	12/19/2024
IA - Asbestos in Drinking Water	419	02/01/2023
IA - Radon Measurement license	RNLAB10005	02/28/2023
KS - Radon	KS-LB-0005	09/30/2023
KS - Radon Measurement Technician	KS-MS-0482	11/30/2023
KY - Asbestos and Metals in Drinking Water	90123	12/31/2022
KY - Radon	NRSB-ARL6006	07/30/2023
LA - Asbestos and Radiochemistry in Drinking Water	LA004	12/31/2023
LA - Chemistry, Asbestos in Air, Non-potable Water and Solid Hazardous Waste, Fungi Direct and Cultures, Radiochemistry	04127	06/30/2023
LA - Radon	NRSB-ARL6006	07/30/2023
ME - Analyst Individual Certification List	See list	
ME - Asbestos, Radiochemistry, Env. Lead, E. coli, Crypto and Giardia in DW	2022021	08/16/2024
ME - Radon	SPC202	09/30/2024
ME - Air Asbestos Analysis	LA-0038	10/31/2023
ME - Bulk Asbestos Analysis	LB-0039	10/31/2023
MD - Asbestos, Chemistry and Radiochemistry in Drinking Water	331	09/30/2023
MD - Radon	NRSB-ARL6006	07/30/2023
MA - PCM, PLM, TEM	AA000056	09/28/2023
MA - Asbestos, Lead, Micro, Radiochemistry and PFAS in Drinking Water	M-NJ337	06/30/2023
MA - Cryptosporidium	See letter	06/30/2023
MA - Radon	NRSB-ARL6006	07/30/2023
MI - Asbestos, Microbiology, PFAs, Organics, and Radiochemistry in Drinking Water	9970	06/30/2023
MI - Radon	NRSB-ARL6006	07/30/2023

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MN - Asbestos, Lead, and Radiochemistry in Drinking Water; PCBs	2367360	12/31/2023
MN - Radon	RL-00005	01/01/2024
MS - Asbestos in Drinking Water	Letter	06/30/2023
MS - Radon	NRSB-ARL6006	07/30/2023
MO - Radon	NRSB-ARL6006	07/30/2023
MT - Asbestos, Chemistry and Radiochemistry in Drinking Water	CERT0016	01/01/2024
MT - Radon	NRSB-ARL6006	07/30/2023
NE - Micro, Asbestos, Radiochemistry and PFAS in Drinking Water	NE-OS-19-08	06/30/2023
NE - Radon Measurement Specialist	474	03/31/2023
NE - Radon Measurement License	RMB-1083	03/31/2023
NV - Asbestos in DW, Bulk Asbestos (PLM), PFAS, and Radiochemistry	NJ003372023-1	07/31/2023
NV - Radon	NRSB-ARL6006	07/30/2023
NH - Asbestos, Radiochemistry, TCLP and PFAS in Drinking Water	298822	10/22/2023
NH - Radon	NRSB-ARL6006	07/30/2023
NJ - Asbestos, Chemistry, Gravimetric, TO-15, Microbiology, Radon, Cryptosporidium and Giardia (NELAP)	03036	06/30/2023
NJ - Office of Attorney General - Controlled Dangerous Substances	CA00030200	03/31/2023
NJ - Radioactive Materials License	535776-RAD210001	10/31/2030
NJ - Radon Measurement License	MEB92525	04/24/2024
NJ - Radon Measurement Specialist	MES13910	09/18/2023
NJ - Dept. of Labor and Workforce Development	32871	07/09/2023
NJ - DLWD OSC - Permit to Store Explosives	14086	03/31/2022
NM - Micro, Asbestos, Metals, Radiochemistry and PFAs in Drinking Water	NJ00337	06/30/2023
NM - Radon	NRSB-ARL6006	07/30/2023
NY - Asbestos, Metals, TCLP, Lead, Chemistry, PCBs, Radon, Total Coliform, TO-15, and TO-10A, PFOS, PFOA	10872	04/01/2023
NY - Legionella, Potable and Non-potable	10872	04/01/2023
NC - Asbestos, Cryptosporidium, Metals and Radiochemistry in Drinking Water	34700	07/31/2023
NC - Radon	NRSB-ARL6006	07/30/2023
ND - Radon	NRSB-ARL6006	07/30/2023
ND - TCLP, Metals and Pesticides	R-208	06/30/2023
OH - Cryptosporidium	Letter	06/30/2023
OH - Lead in Paint Chips, Wipes, Soil and Air	E10002	06/02/2023
OH - Radon	RL39	07/11/2023
OH - Ohio VAP - Asbestos	CL105	03/11/2023
OK - Asbestos, Lead, Radiochemistry and PFAs in Drinking Water	D9952	08/31/2023
OK - Radon	NRSB-ARL6006	07/30/2023
OR - Radon	NRSB-ARL6006	07/30/2023
PA - Radon	2573	03/19/2023
PA - Radon Analyst Certification	3393	09/18/2023
PA - Asbestos, Chemistry, Radon, Micro and Cryptosporidium	68-00367	11/30/2023
PA - City of Philadelphia - PCM, PLM and TEM	ALL-137	04/30/2023
RI - Asbestos, Chemistry and Radiochemistry in DW	LAO00318	12/30/2023
RI - PCM	PCM00075	04/30/2023
RI - PLM	PLM00075	04/30/2023
RI - Radon Analytical Services	CLS00049	08/31/2023
RI - TEM	TEM00075	04/30/2023
SC - Asbestos in Drinking Water and Cryptosporidium	94017001	06/30/2023
SC - Radon	NRSB-ARL6006	07/30/2023
SD - Asbestos in Drinking Water	Letter	06/30/2023
SD - Radon	NRSB-ARL6006	07/30/2023
TN - Asbestos in Drinking Water	TN02856	06/30/2023
TN - Radon	NRSB-ARL6006	07/30/2023
TX - TO-15; Asbestos, Lead, Chemistry and Micro in Drinking Water	T104704177-22-21	08/31/2023
TX - PCM, PLM and TEM	300161	11/02/2023
TX - Mold	LAB1002	01/08/2024
TX - Radon	NRSB-ARL6006	07/30/2023
UT - Radon	NRSB-ARL6006	07/30/2023
VT - Analyst Individual Certification List	See list	
VT - PCM, PLM, TEM	AL818603	08/06/2023
VT - Asbestos, Metals and Radiological in Drinking Water	400622	10/03/2023

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VT - Lead	LL379642	08/06/2023
VT - Radon	NRSB-ARL6006	07/30/2023
VA - PCM, PLM and TEM	3333000075	02/28/2023
VA - Radon	NRSB-ARL6006	07/30/2023
VA - NELAC - Asbestos, Lead, Cryptosporidium, Organics, Metals and Inorganics	460184	09/14/2023
WA - Asbestos in Air, Water, Solids; Lead, Methamphetamine and PCBs in Solid and Chemical Materials	C922	07/14/2023
WA - Radon	NRSB-ARL6006	07/30/2023
WV - Air and Bulk Asbestos	LT000621	07/31/2023
WV - Asbestos, Cryptosporidium, PFAs, Radiochemistry in DW	9967 M	12/31/2022
WV - Radon	RL000220	07/31/2023
WI - Radon	NRSB-ARL6006	07/30/2023
WI - Oneida Nation Vendor	121065	04/30/2023
WY - Radon	NRSB-ARL6006	07/30/2023

Chain of Custody Forms

- Asbestos Lab Services
- DNA and PCR Testing Laboratory
- Environmental Chemistry Lab Services
- Fire & Smoke Testing Lab
- Food and Beverage Testing
- Industrial Hygiene (IH) Lab Services
- Lead and Metals Lab Services
- Legionella Testing Lab Services
- Materials Testing Lab
- Microbiology Laboratory
- Radiological Testing
- Silica Lab Services
- USP 797

Customer Service

Talk To An Expert

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GARY CASE



DOB: 05-02-1963

Issued: 09-23-2022

This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	22-8866	06-16-2023
PROJECT DESIGNER	22-8867	06-20-2023

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts
Labor Commissioner

Michael Baker
INTERNATIONAL

We Make a Difference

February 2, 2023

Mark Hunt
Community Development Director
City of Bettendorf
4403 Devils Glen Road
Bettendorf, IA 52722

Re: Asbestos Building Inspection at 1120 Parkway Drive, Bettendorf, Iowa

Dear Mark Hunt:

I am pleased to provide you with this letter report, detailing the environmental sampling services that Michael Baker International, Inc. (Michael Baker) has recently provided for your firm.

Scope of Work

Michael Baker was requested to conduct a limited hazardous material inspection for the presence of asbestos-containing materials (ACM) within the residential property located at 1120 Parkway Drive, in the city of Bettendorf, within Scott County, in Iowa. The purpose of the inspection was to meet the requirements of the United States Environmental Protection Agency (USEPA), State of Iowa, and the National Emission Standards for Hazardous Air Pollutants (NESHAP) standards. The NESHAP standard (40 CFR, Part 61) requires that an asbestos inspection be conducted prior to renovation/demolition activities of any structure or dwelling. The building that was inspected is located at Parcel Identification Number (PIN) 842023413. There was one structure (house) on this parcel. The building plan is shown on the Figures.

Field Visit Investigation

The survey was conducted on January 16, 2023, by an Iowa-licensed Asbestos Building Inspector (Gary R. Case – Iowa License 22-8866). The Michael Baker field inspector identified four (4) suspected building materials from the building. The bulk material samples were collected and analyzed for the presence of asbestos. Samples were submitted using chain-of-custody documentation to EMSL Analytical, Inc. in Cinnaminson, New Jersey. EMSL is accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for bulk material analysis for asbestos. The bulk asbestos samples were analyzed by Polarized Light Microscopy (PLM), Environmental Protection Agency (EPA) Method for Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116 (7/93 Edition). Table 1 presents the specific information for all of the building components that were sampled as suspected ACM.

Findings and Recommendations

As for the building materials recorded in Table 1, the laboratory analyses of the material samples indicated that one (1) of the sampled materials contained asbestos greater than the EPA criteria level of 1% asbestos by weight and/or in accordance with USEPA NESHAP regulations. The final laboratory analytical report for these samples is submitted to confirm this determination and is contained in Attachment I. Attachment II contains photographs of the building and the asbestos-containing material.

While the material can be managed in-place with little potential hazard, due to the proposed renovation project, all of the ACM that will be impacted or disturbed should be properly removed and disposed of, accordingly, by an asbestos abatement firm that is licensed by the State of Iowa. Abatement plans for the regulated ACM should be designed in accordance with USEPA and other federal, state, and local regulations and/or using appropriate guidelines by an Asbestos Project Designer and reviewed by a Certified Industrial Hygienist. All abatement activities should be overseen and managed by an experienced and licensed Asbestos Supervisor. Removal notifications, activities, and disposal must be completed in accordance with USEPA (40 CFR Part 61), OSHA (29 CFR 1926.1101), and Iowa regulations, as well as other applicable federal, state, and local regulations.

Should you have any questions regarding this report, please do not hesitate to contact me at (412) 269-6381.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Gary R. Case
Project Manager

Disclaimer

The information that is presented in this report reflects the conditions that were observed in the building(s) during the time frame this inspection was conducted. Although every effort was made to identify the potential suspect building materials and components, there is no guarantee that additional building materials in these damaged buildings are not present. Conditions may exist in the building(s), such that inaccessible materials may only become apparent during demolition activities. If any hidden, suspicious material is encountered, it is recommended that the material be analyzed to confirm its asbestos content.

FIGURES

S.O. No. _____

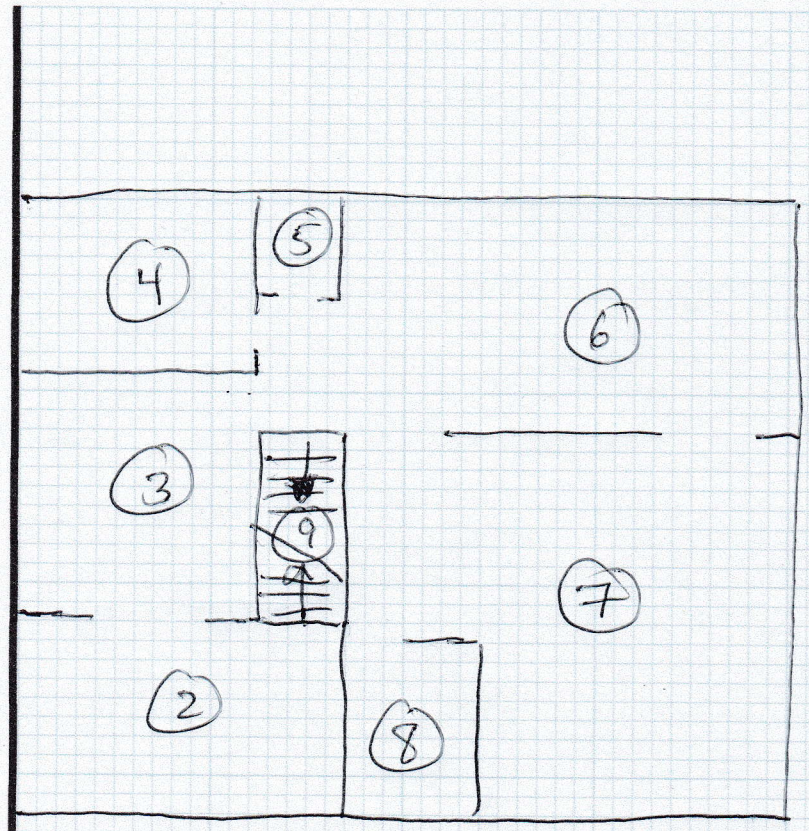
Subject: 1120 Parkway Drive
Bettendorf Iowa

Sheet No. 1 of 1

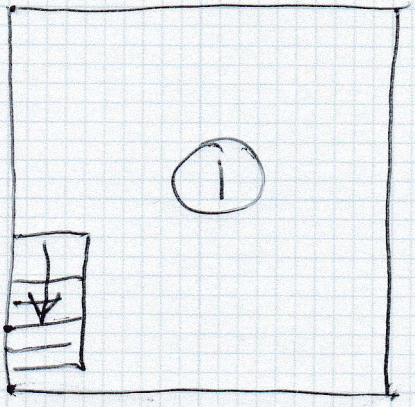
Drawing No. _____

Computed by _____ Checked By _____ Date _____

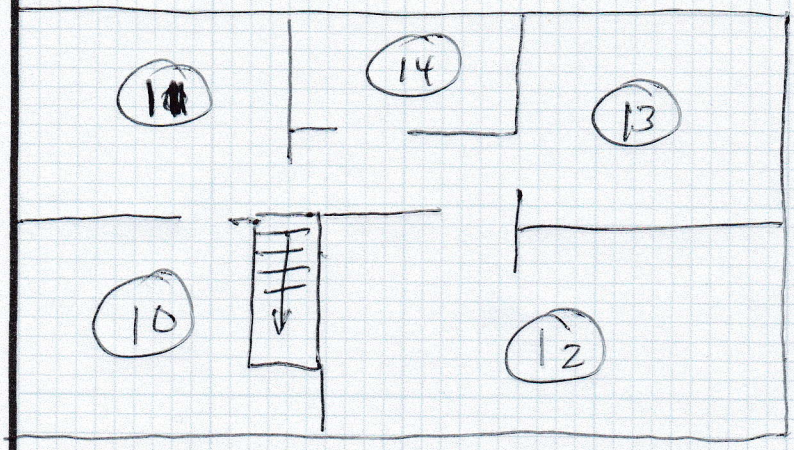
Baker



First Floor



Basement



Second Floor

Scott County / City of Davenport, Iowa

Summary - Auditor's Office

Parcel ID	842023413
Alternate ID	
Property Address	**1120 PARKWAY DR** **BETTENDORF IA 52722**
Sec/Twp/Rng	N/A
Brief	HAWTHORNE HILLS 8TH ADD Lot: 013 HAWTHORNE
Tax Description	HILLS 8THADD (Note: Not to be used on legal documents)
Deed Book/Page	2008-8164
Contract	
Book/Page	
Gross Acres	0.16
Net Acres	0.16
Adjusted CSR Pts	0
District	BEB - BETTENDORF BETTENDORF
School District	BETTENDORF SCHOOLS
Subdivision	HAWTHORNE HILLS 8TH ADD



Owners - Auditor's Office

Deed Holder
VESTAL JONI R
1120 PARKWAY DR
BETTENDORF IA 52722

VESTAL BARRY D
1120 PARKWAY DR
BETTENDORF IA 52722
Contract Holder
Mailing Address
VESTAL JONI R
1120 PARKWAY DR
BETTENDORF IA 52722

Land - Assessor's Office

Map Area	BETTENDORF-R F
Lot Dimensions	Regular Lot: 68.00 x 100.00
Lot Area	0.16 Acres; 6,800 SF

Land Sizes Used For Assessment Purposes Only. Not A Survey Of The Property.

Residential Dwelling - Assessor's Office

Residential Dwelling	
Occupancy	Single-Family Dwelling
Style	2 Story Frame
Year Built	1964
Exterior Material	Compo Sdng
Total Gross Living Area	1,744 SF
Attic Type	None;
Number of Rooms	8 above; 0 below
Number of Bedrooms	4 above; 0 below
Basement Area Type	Full
Basement Area	613
Basement Finished Area	
Plumbing	1) Full Std Bath-Tub or Cmbo 1) 1/2 Bath-Powder Room
Central Air	Yes
Heat	F/A-Gas
Fireplaces	
Porches	Concrete Stoop/Deck (32 SF);
Decks	Patio, Concrete (288 SF);
Additions	1 Story Frame (144 SF); 2 Story Frame (187 SF);
Garages	

Yard Extras - Assessor's Office

#1 - (1) Shed W10.00 x L8.00 80 SF, Metal Shed, Average Pricing, Built 2005

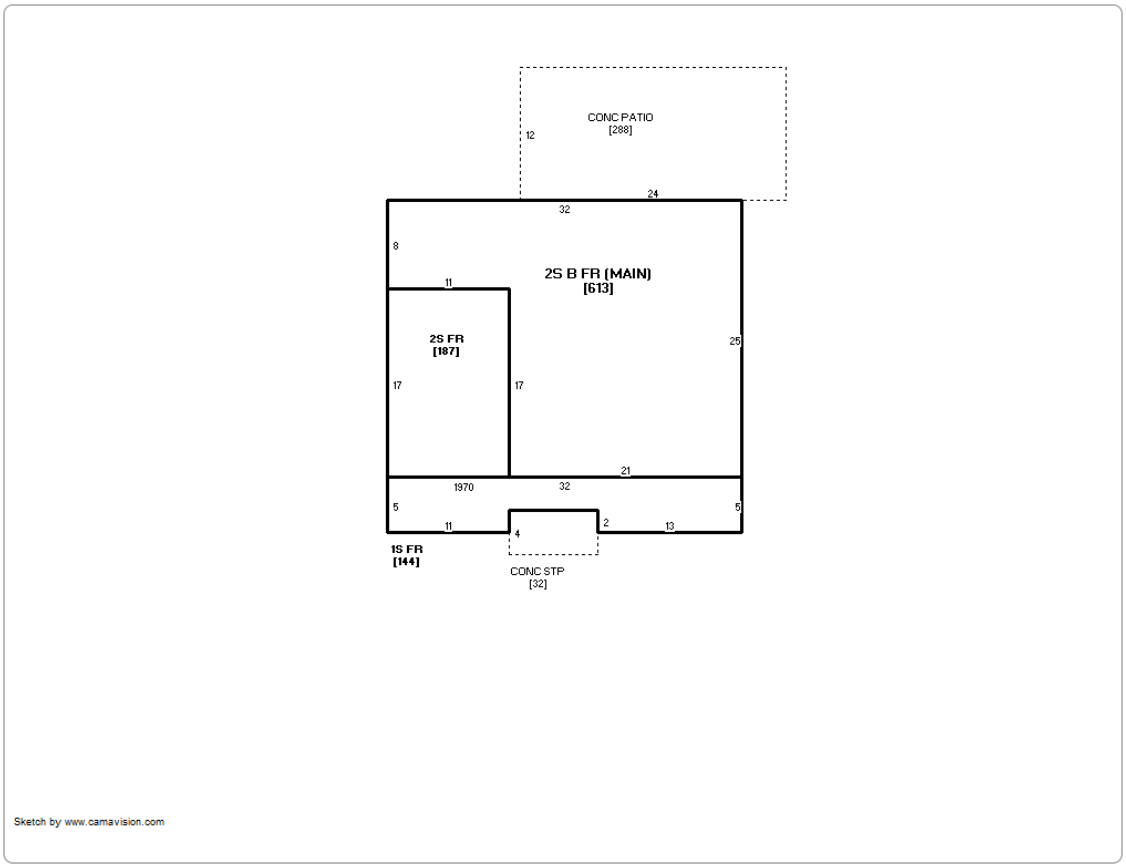
Photos - Assessor's Office







Sketches - Assessor's Office



Permits - Assessor's Office

Permit #	Date	Description	Amount
20898	05/28/2020	Roof	4,800
82331	12/26/2008	HVAC - General	1,000
100803	06/17/2003	Swim Pool / Hot Tub	2,500

Sales - Assessor's Office

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
3/28/2008	BUCKSBAUM LUIS B	VESTAL JONI R	2008-8164	NORMAL - Normal Arms-Lngth Transaction	D -Deed		$132,000.00
2/20/1998	DAVID RICHARD A	BUCKSBAUM LUIS B	1998-10368	NORMAL - Normal Arms-Lngth Transaction	D -Deed		$75,500.00

Recent Sales in Area

Sale date range:

From:

01/23/2013

To:

01/23/2023

1500

Feet

Valuation - Assessor's Office

		2022	2021	2020
	Classification	Residential	Residential	Residential
+	Assessed Land Value	$24,710	$24,710	$24,710
+	Assessed Building Value	$0	$0	$0
+	Assessed Dwelling Value	$122,240	$122,240	$108,320
=	Gross Assessed Value	**$146,950**	**$146,950**	**$133,030**
-	Exempt Value	$0	$0	$0
=	Net Assessed Value	**$146,950**	**$146,950**	**$133,030**

Taxation - Auditor\Treasurer's Office

		2021 Pay 2022-2023	2020 Pay 2021-2022
x	Rollback (estimated)	54.13	56.41
+	Taxable Land Value	$13,376	$13,939
+	Taxable Building Value	$0	$0
+	Taxable Dwelling Value	$66,169	$61,103
=	Gross Taxable Value	**$79,545**	**$75,042**
-	Military Credit	$0	$0
=	Net Taxable Value	**$79,545**	**$75,042**
x	Levy Rate (per $1000 of value)	32.19036	32.86075
=	Gross Taxes Due	**$2,560.58**	**$2,465.94**
-	Ag Land Credit	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00
-	Homestead Credit	($156.12)	($159.37)
-	Disabled and Senior Citizens Credit	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00
=	Net Taxes Due	**$2,404.00**	**$2,306.00**

Tax History - Treasurer's Office

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023 September 2022	$1,202 $1,202	No Yes	 9/21/2022	653567
2020	March 2022 September 2021	$1,153 $1,153	Yes Yes	3/14/2022 9/22/2021	650845
2019	March 2021 September 2020	$1,127 $1,127	Yes Yes	3/12/2021 9/21/2020	645304
2018	March 2020 September 2019	$1,124 $1,124	Yes Yes	3/18/2020 9/24/2019	644481
2017	March 2019 September 2018	$1,122 $1,122	Yes Yes	3/21/2019 9/27/2018	655403
2016	March 2018 September 2017	$1,060 $1,060	Yes Yes	3/22/2018 9/25/2017	627824
2015	March 2017 September 2016	$1,034 $1,034	Yes Yes	3/27/2017 9/23/2016	797433
2014	March 2016 September 2015	$1,004 $1,004	Yes Yes	3/21/2016 9/23/2015	722061
2013	March 2015 September 2014	$980 $980	Yes Yes	3/24/2015 9/25/2014	602219
2012	March 2014 September 2013	$975 $975	Yes Yes	3/18/2014 9/20/2013	608613
2011	March 2013 September 2012	$967 $967	Yes Yes	3/19/2013 9/27/2012	608621
2010	March 2012 September 2011	$914 $914	Yes Yes	3/23/2012 9/23/2011	604233
2009	March 2011 September 2010	$879 $879	Yes Yes	3/25/2011 9/27/2010	608582
2008	March 2010 September 2009	$887 $887	Yes Yes	3/24/2010 9/24/2009	604218

Scott County Data Correction Feedback Form

Link to Data Correction Feedback Form

Treasurer Data Correction Feedback Form

Link to Treasurer Data Correction Feedback Form

Pay Property Taxes

Click here to pay your Property Taxes online for this parcel

Scott County Tax Credit Applications

Apply for Homestead, Sales Questionnaire, Military or Business Property Tax Credits

Iowa Land Records

(1989-14461)
(1989-14462)

Data for Scott County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1989. For records prior to 1989, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

No data available for the following modules: Summary - Inactive, DBA (Doing Business As) - Assessor's Office, Commercial Buildings - Assessor's Office, Agricultural Buildings - Assessor's Office, Tax Sale Certificates - Treasurer's Office, Special Assessments - Treasurer's Office, Davenport Data Correction Feedback Form, Davenport Tax Credit Applications.

User Privacy Policy
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Last Data Upload: 1/23/2023, 5:04:52 AM

TABLES

TABLE 1
ASBESTOS SURVEY MATERIAL SUMMARY

STRUCTURE LOCATED AT
1120 PARKWAY DRIVE, BETTENDORF, IOWA

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
01	Wall and Celling Board	White, with White Joint Compound	Rooms 2 - 14	No	B - H5 - 01A	None Detected	Room 5	No	Not Applicable	Not Applicable
					B - H5 - 01B	None Detected	Room 12			
02	Textured Finish	Popcorn Texture on Ceilings	Rooms 4, 5, 6, 7, 8, 10, 11, 12, 13, and 14	Yes	B - H5 - 02A	5% Chrysotile	Room 4	Yes	974 Square Feet	Damaged
					B - H5 - 02B	Not Analyzed	Room 8			
					B - H5 - 02C	Not Analyzed	Room 11			
03	Vinyl Floor Sheeting and Floor Adhesive	Tan Block VFS and Yellow FA	Room 14	No	B - H5 - 03A (VFS)	None Detected	Room 14	No	Not Applicable	Not Applicable
					B - H5 - 03A (FA)	None Detected	Room 14			
					B - H5 - 03B (VFS)	None Detected	Room 14			
					B - H5 - 03B (FA)	None Detected	Room 14			
04	Asphaltic Roofing Material	Black Shingles	Roof of House	No	B - H5 - 04A (Shingle)	None Detected	Roof	No	Not Applicable	Not Applicable
					B - H5 - 04A (Tar)	None Detected	Roof			
					B - H5 - 04B (Shingle)	None Detected	Roof			
					B - H5 - 04B (Tar)	None Detected	Roof			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

Michael Baker
INTERNATIONAL

ATTACHMENT I

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042301563
Customer ID:	BAKE51
Customer PO:	193076
Project ID:	

Attention:	Gary Case	**Phone:**	(412) 375-3996
	Michael Baker, Jr. Inc.	**Fax:**	(412) 375-3996
	100 Airside Drive	**Received Date:**	01/19/2023 9:20 AM
	Moon Township, PA 15108	**Analysis Date:**	02/01/2023 - 02/02/2023
		Collected Date:	
Project:	193076 / Bettendorf House 5 (Iowa)		

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B-H5-01A *042301563-0001*		Gray Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
B-H5-01B *042301563-0002*		Gray Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
B-H5-02A *042301563-0003*		Tan/White Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
B-H5-02B *042301563-0004*					Positive Stop (Not Analyzed)
B-H5-02C *042301563-0005*					Positive Stop (Not Analyzed)
B-H5-03A-Vinyl Sheet Flooring *042301563-0006*		Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
B-H5-03A-Mastic *042301563-0006A*		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H5-03B-Vinyl Sheet Flooring *042301563-0007*		Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
B-H5-03B-Mastic *042301563-0007A*		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H5-04A-Shingle *042301563-0008*		Gray/Black Fibrous Homogeneous	7% Glass	93% Non-fibrous (Other)	None Detected
B-H5-04A-Tar *042301563-0008A*		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B-H5-04B-Shingle *042301563-0009*		Gray/Black Fibrous Homogeneous	8% Glass	92% Non-fibrous (Other)	None Detected
B-H5-04B-Tar *042301563-0009A*		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 02/02/2023 07:11:01

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042301563
Customer ID:	BAKE51
Customer PO:	193076
Project ID:	

Analyst(s)

Brett Polumbo (6)
Nancy Stalter (5)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 02/02/2023 07:11:01

Michael Baker
INTERNATIONAL

ATTACHMENT II

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PARCEL IDENTIFICATION: Parcel Identification Number 842023413

PHOTOGRAPH **1**	
1120 Parkway Drive **Bettendorf, Iowa**	
PHOTOGRAPHS BY **Michael Baker**	

Comments: Front View of Structure

PHOTOGRAPH **2**	
1120 Parkway Drive **Bettendorf, Iowa**	
PHOTOGRAPHS BY **Michael Baker**	

Comments: Asbestos-Containing Material (Material #02 – Textured Ceiling Finish)

Michael Baker
INTERNATIONAL

ATTACHMENT III

EMSL ANALYTICAL, INC.
US East Coast: 800-220-3675
US West Coast: 866-798-1089
Canada: 888-831-0722



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Home » Accreditations & Proficiencies » *Cinnaminson, NJ (LAB List in Description)*

Cinnaminson, New Jersey Testing Laboratory

EMERGENCY ANALYSIS
AFTER HOURS,
WEEKENDS or HOLIDAYS

Laboratory Cinnaminson, NJ (LAB List in Description)
Address 200 Route 130 North, Cinnaminson, NJ, 08077
Phone 1-800-220-3675, Fax: (856) 786-5974
Email c@emsl.com
Click here for map/directions (courtesy Google Maps)
Hours Mon-Fri 8AM-12AM, Sat. 8AM - 6PM, Sun. On-Call
Department hours may vary - see below

(Chemistry LAB 01) (Asbestos LAB 04) (Lead LAB 20) (Food Chemistry LAB 21) (Industrial Hygiene LAB 28) (Materials LAB 36) (Microbiology LAB 37) (Radon LAB 38) (TO-15 LAB 49) (PCR LAB 61) (Food Microbiology LAB 63) (Radiochemistry LAB 78)

Customer Service
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Services Performed	Department Hours
Asbestos Lab Services	
DNA and PCR Testing Laboratory	
Environmental Chemistry Lab Services	
Fire & Smoke Testing Lab	
Food and Beverage Testing	
Industrial Hygiene (IH) Lab Services	M-F 8:30AM-5:00PM
Lead and Metals Lab Services	
Legionella Testing Lab Services	M-F 9:00AM-6:00PM, Saturday Prep Avail
Materials Testing Lab	
Microbiology Laboratory	M-F 9AM-6PM, SAT: Prep & Rush Direct Exams Avail
Radiological Testing	
Silica Lab Services	M-F 9:00AM-5:30PM
USP 797	M-F 9:00AM-6:00PM, Saturday Prep Avail

Qualifications	Certificate #	Expires
AIHA LAP, LLC ELLAP	100194	01/01/2025
AIHA LAP, LLC EMLAP	100194	01/01/2025
AIHA LAP, LLC IHLAP	100194	01/01/2025
A2LA Asbestos, Lead, Chemistry, IH, Materials and Radiochemistry	2845.01	07/31/2024
A2LA Chemistry (Food Chemistry/Materials Science)	2845.15	07/31/2024
A2LA Food Micro	2845.14	07/31/2024
A2LA Material Science/Mechanical	2845.16	07/31/2024
NVLAP - Air and Bulk	101048-0	06/30/2023
IRSST Recognition - PLM and TEM	See list	
NJ - Dept. of Labor and Workforce Development	32871	07/09/2021
National Radon Proficiency Program - Residential Measurement Provider	110140	10/31/2024
National Radon Proficiency Program - Radon	NRPP ID 109000 AL	05/31/2023
National Radon Safety Board - Radon Measurement Specialist	NRSB 19SS026	07/30/2023
National Radon Safety Board - Radon	NRSB-ARL6006	07/30/2023
NSF Material Program (Brake Pads) - SAE J2975:2011	CO192670-AL006	02/28/2023
CDC ELITE - Legionella Certificate of Proficiency	Certificate	12/01/2022
NJ - Radioactive Materials License	535776-RAD210001	10/31/2030
Consumer Product Safety Commission (CPSC) - Cinnaminson - Metals, Lead, Phthalates	Letter - ID #1140	
DOECAP - DOE/DOD - Cinnaminson	2845.01	05/31/2023

EPA - UCMR - Inorganic anions (Chlorate)	Approval letter	
FDA - Drug Firm Registration	3003933331	12/31/2023
US Dept. of Agriculture - Soil Permit	P330-20-00038	02/10/2023
US Dept. of Justice - DEA Certificate	RE0419716	08/31/2023
US Dept. of Justice - Explosives License/Permit	8-NJ-005-33-3F-00326	06/01/2023
AL - Metals, Inorganics, Microbiological and Asbestos in DW	41260	06/30/2023
AL - Radon	NRSB-ARL6006	07/30/2023
AK - Radon	NRSB-ARL6006	07/30/2023
AZ - Airborne and Bulk Asbestos	Letter - AZ0955	06/30/2023
AZ - Radon	NRSB-ARL6006	07/30/2023
AR- Radon	NRSB-ARL6006	07/30/2023
CA - Asbestos, Lead and Chemistry for Metals in Drinking Water; Bulk Asbestos	1877	06/30/2023
CA - Radon	NRSB-ARL6006	07/30/2023
CO - PCM, PLM and TEM	AL-15133	01/30/2024
CO - Asbestos and Lead in Drinking Water	Letter	05/31/2023
CO - Cryptosporidium in Drinking Water	Letter	05/31/2023
CO - Radiochemistry in Drinking Water	Letter	05/31/2023
CO - Radon	NRSB-ARL6006	07/30/2023
CT - Asbestos, Lead, Micro, Legionella, Env. Chemistry, Radiochemicals and Cryptosporidium	PH-0270	06/30/2024
CT - Radon	NRSB-ARL6006	07/30/2023
DE - Asbestos, Chemistry, Radon, Micro, Cryptosporidium and Giardia in Drinking Water	Letter	06/30/2023
FL - Asbestos, Lead, Chemistry, Microbiology, Crypto and Giardia, TO-15, PFAS in Drinking Water	E87975	06/30/2023
FL - Radon	RB2034	07/22/2023
FL - Radon Measurement Specialist	R2687	10/14/2023
GA - Asbestos, Lead, Micro and Cryptosporidium-Giardia	972	06/30/2023
GA - Radon	NRSB-ARL6006	07/30/2023
HI - Asbestos in Drinking Water 100.2	Letter	06/30/2023
HI - PLM, TEM	L-01-032	07/10/2023
HI - Radon	NRSB-ARL6006	07/30/2023
ID - Asbestos in Drinking Water	NJ00337	06/30/2023
ID - Radon	NRSB-ARL6006	07/30/2023
IL - Cryptosporidium	1703036	06/30/2023
IL - Radon	RNL2008202	07/31/2023
IN - Lead, Chemistry and Asbestos in Drinking Water	C-NJ-04	06/30/2023
IN - Radon	RL000015	12/19/2024
IA - Asbestos in Drinking Water	419	02/01/2023
IA - Radon Measurement license	RNLAB10005	02/28/2023
KS - Radon	KS-LB-0005	09/30/2023
KS - Radon Measurement Technician	KS-MS-0482	11/30/2023
KY - Asbestos and Metals in Drinking Water	90123	12/31/2022
KY - Radon	NRSB-ARL6006	07/30/2023
LA - Asbestos and Radiochemistry in Drinking Water	LA004	12/31/2023
LA - Chemistry, Asbestos in Air, Non-potable Water and Solid Hazardous Waste, Fungi Direct and Cultures, Radiochemistry	04127	06/30/2023
LA - Radon	NRSB-ARL6006	07/30/2023
ME - Analyst Individual Certification List	See list	
ME - Asbestos, Radiochemistry, Env. Lead, E. coli, Crypto and Giardia in DW	2022021	08/16/2024
ME - Radon	SPC202	09/30/2024
ME - Air Asbestos Analysis	LA-0038	10/31/2023
ME - Bulk Asbestos Analysis	LB-0039	10/31/2023
MD - Asbestos, Chemistry and Radiochemistry in Drinking Water	331	09/30/2023
MD - Radon	NRSB-ARL6006	07/30/2023
MA - PCM, PLM, TEM	AA000056	09/28/2023
MA - Asbestos, Lead, Micro, Radiochemistry and PFAS in Drinking Water	M-NJ337	06/30/2023
MA - Cryptosporidium	See letter	06/30/2023
MA - Radon	NRSB-ARL6006	07/30/2023
MI - Asbestos, Microbiology, PFAs, Organics, and Radiochemistry in Drinking Water	9970	06/30/2023
MI - Radon	NRSB-ARL6006	07/30/2023

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MN - Asbestos, Lead, and Radiochemistry in Drinking Water; PCBs	2367360	12/31/2023
MN - Radon	RL-00005	01/01/2024
MS - Asbestos in Drinking Water	Letter	06/30/2023
MS - Radon	NRSB-ARL6006	07/30/2023
MO - Radon	NRSB-ARL6006	07/30/2023
MT - Asbestos, Chemistry and Radiochemistry in Drinking Water	CERT0016	01/01/2024
MT - Radon	NRSB-ARL6006	07/30/2023
NE - Micro, Asbestos, Radiochemistry and PFAS in Drinking Water	NE-OS-19-08	06/30/2023
NE - Radon Measurement Specialist	474	03/31/2023
NE - Radon Measurement License	RMB-1083	03/31/2023
NV - Asbestos in DW, Bulk Asbestos (PLM), PFAS, and Radiochemistry	NJ003372023-1	07/31/2023
NV - Radon	NRSB-ARL6006	07/30/2023
NH - Asbestos, Radiochemistry, TCLP and PFAS in Drinking Water	298822	10/22/2023
NH - Radon	NRSB-ARL6006	07/30/2023
NJ - Asbestos, Chemistry, Gravimetric, TO-15, Microbiology, Radon, Cryptosporidium and Giardia (NELAP)	03036	06/30/2023
NJ - Office of Attorney General - Controlled Dangerous Substances	CA00030200	03/31/2023
NJ - Radioactive Materials License	535776-RAD210001	10/31/2030
NJ - Radon Measurement License	MEB92525	04/24/2024
NJ - Radon Measurement Specialist	MES13910	09/18/2023
NJ - Dept. of Labor and Workforce Development	32871	07/09/2023
NJ - DLWD OSC - Permit to Store Explosives	14086	03/31/2022
NM - Micro, Asbestos, Metals, Radiochemistry and PFAs in Drinking Water	NJ00337	06/30/2023
NM - Radon	NRSB-ARL6006	07/30/2023
NY - Asbestos, Metals, TCLP, Lead, Chemistry, PCBs, Radon, Total Coliform, TO-15, and TO-10A, PFOS, PFOA	10872	04/01/2023
NY - Legionella, Potable and Non-potable	10872	04/01/2023
NC - Asbestos, Cryptosporidium, Metals and Radiochemistry in Drinking Water	34700	07/31/2023
NC - Radon	NRSB-ARL6006	07/30/2023
ND - Radon	NRSB-ARL6006	07/30/2023
ND - TCLP, Metals and Pesticides	R-208	06/30/2023
OH - Cryptosporidium	Letter	06/30/2023
OH - Lead in Paint Chips, Wipes, Soil and Air	E10002	06/02/2023
OH - Radon	RL39	07/11/2023
OH - Ohio VAP - Asbestos	CL105	03/11/2023
OK - Asbestos, Lead, Radiochemistry and PFAs in Drinking Water	D9952	08/31/2023
OK - Radon	NRSB-ARL6006	07/30/2023
OR - Radon	NRSB-ARL6006	07/30/2023
PA - Radon	2573	03/19/2023
PA - Radon Analyst Certification	3393	09/18/2023
PA - Asbestos, Chemistry, Radon, Micro and Cryptosporidium	68-00367	11/30/2023
PA - City of Philadelphia - PCM, PLM and TEM	ALL-137	04/30/2023
RI - Asbestos, Chemistry and Radiochemistry in DW	LAO00318	12/30/2023
RI - PCM	PCM00075	04/30/2023
RI - PLM	PLM00075	04/30/2023
RI - Radon Analytical Services	CLS00049	08/31/2023
RI - TEM	TEM00075	04/30/2023
SC - Asbestos in Drinking Water and Cryptosporidium	94017001	06/30/2023
SC - Radon	NRSB-ARL6006	07/30/2023
SD - Asbestos in Drinking Water	Letter	06/30/2023
SD - Radon	NRSB-ARL6006	07/30/2023
TN - Asbestos in Drinking Water	TN02856	06/30/2023
TN - Radon	NRSB-ARL6006	07/30/2023
TX - TO-15; Asbestos, Lead, Chemistry and Micro in Drinking Water	T104704177-22-21	08/31/2023
TX - PCM, PLM and TEM	300161	11/02/2023
TX - Mold	LAB1002	01/08/2024
TX - Radon	NRSB-ARL6006	07/30/2023
UT - Radon	NRSB-ARL6006	07/30/2023
VT - Analyst Individual Certification List	See list	
VT - PCM, PLM, TEM	AL818603	08/06/2023
VT - Asbestos, Metals and Radiological in Drinking Water	400622	10/03/2023

Customer Service
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VT - Lead	LL379642	08/06/2023
VT - Radon	NRSB-ARL6006	07/30/2023
VA - PCM, PLM and TEM	3333000075	02/28/2023
VA - Radon	NRSB-ARL6006	07/30/2023
VA - NELAC - Asbestos, Lead, Cryptosporidium, Organics, Metals and Inorganics	460184	09/14/2023
WA - Asbestos in Air, Water, Solids; Lead, Methamphetamine and PCBs in Solid and Chemical Materials	C922	07/14/2023
WA - Radon	NRSB-ARL6006	07/30/2023
WV - Air and Bulk Asbestos	LT000621	07/31/2023
WV - Asbestos, Cryptosporidium, PFAs, Radiochemistry in DW	9967 M	12/31/2022
WV - Radon	RL000220	07/31/2023
WI - Radon	NRSB-ARL6006	07/30/2023
WI - Oneida Nation Vendor	121065	04/30/2023
WY - Radon	NRSB-ARL6006	07/30/2023

Chain of Custody Forms

- Asbestos Lab Services
- DNA and PCR Testing Laboratory
- Environmental Chemistry Lab Services
- Fire & Smoke Testing Lab
- Food and Beverage Testing
- Industrial Hygiene (IH) Lab Services
- Lead and Metals Lab Services
- Legionella Testing Lab Services
- Materials Testing Lab
- Microbiology Laboratory
- Radiological Testing
- Silica Lab Services
- USP 797

Customer Service

Talk To An Expert

Customer Survey

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GARY CASE



DOB: 05-02-1963

Issued: 09-23-2022

This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	22-8866	06-16-2023
PROJECT DESIGNER	22-8867	06-20-2023

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts
Labor Commissioner

Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: March 7th, 2023
REQUESTED BY: Kathleen Richlen

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

Resolution approving the Civil Service List submitted for the Construction Inspector position for the Public Works Department

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

Due to a retirement, the Construction Inspector position is currently vacant. There currently is no valid civil service list, so staff started the recruitment process.

Through the recruitment process, staff received seventeen (17) applicants.

Through the Civil Service process of testing and interviews, the Civil Service Commissioners approved a list of one (1) applicant.

The Civil Service List will be valid for one (1) year.

The Construction Inspector position is a full time, union position with a salary range of $55,249.38 to $80,801.55 annually.

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

Budget contemplates the position.

List Attachments:

Resolution
Civil Service List

RESOLUTION - 23

RESOLUTION APPROVING THE CIVIL SERVICE LIST SUBMITTED FOR THE CONSTRUCTION INSPECTOR POSITION IN THE PUBLIC WORKS DEPARTMENT

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List approved on February 23rd, 2023 for the Construction Inspector position is hereby approved.

PASSED, APPROVED and ADOPTED this 7th day of March, 2023.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker Ploehn

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

February 23, 2023

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following is eligible for the position of Construction Inspector – Public Works.

1. Lawrence Gregorich

This certified list will expire February 22, 2024.

Respectfully,

Jean Z. Dickson
Civil Service Commissioner

Matthew DeBisschop
Civil Service Commissioner

Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: March 7th, 2023
REQUESTED BY: Kathleen Richlen

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

Resolution approving the Civil Service List submitted for the Sanitation Worker position for the Public Works Department

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

Due to a transfer, the Sanitation Worker position is currently vacant. There currently is no valid civil service list, so staff started the recruitment process.

Through the recruitment process, staff received nineteen (19) applicants.

Through the Civil Service process of testing and interviews, the Civil Service Commissioners approved a list of one (1) applicant.

The Civil Service List will be valid for one (1) year.

The Sanitation Worker position is a full time, union position with a salary range of $44,819.22 to $65,549.74 annually.

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

Not applicable.

List Attachments:

Resolution
Civil Service List

RESOLUTION - 23

RESOLUTION APPROVING THE CIVIL SERVICE LIST SUBMITTED FOR THE SANITATION WORKER POSITION IN THE PUBLIC WORKS DEPARTMENT

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List approved on February 23rd, 2023 for the Sanitation Worker position is hereby approved.

PASSED, APPROVED and ADOPTED this 7th day of March, 2023.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker Ploehn

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

February 23, 2023

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following is eligible for the position of Sanitation Worker – Public Works.

1. Gregory Manley

This certified list will expire February 22, 2024.

Respectfully,

Jean Z. Dickson
Civil Service Commissioner

Matthew DeBisschop
Civil Service Commissioner

MEETING DATE: March 7, 2023

COUNCIL LETTER **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 QC Mart (Central Ave location); Oscar's Pub; Sonesta Select Bettendorf; Hidden Hills Golf Club; 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:

QC MART (Central Ave location); Oscar's Pub; Sonesta Select Bettendorf; Hidden Hills Golf Club; 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 March 2023

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	GENERAL FUND	00100002330000		WAGEWORKS	02/14/2023	2300441	INV4787616	1,483.59	FLEX CLAIMS
		00100002211000		TREASURER, STATE OF IOWA	02/22/2023	2300448	0-002-973-284A	893.78	JANUARY SALES TAX RECREATION
		00100002330000		WAGEWORKS	02/07/2023	2300442	INV4726471	3,466.18	FLEX CLAIMS
		00100002330000		WAGEWORKS	02/22/2023	2300440	INV4816255	4,270.80	FLEX CLAIMS
	GENERAL FUND - Summary							**10,114.35**	
	LIABILITY CLEARING ACCT.	81000002050600		TREASURER,STATE OF IOWA	02/24/2023	2300471	0-002-989-588	25,088.61	02/24 PAY DATE IA W/H TAX
		81000002052800		ICMA RETIREMENT TRUST - 457	02/10/2023	2300452	PR 02/10/23A	2,721.83	457 LOAN PAYMENTS
		81000002051500		ICMA RETIREMENT TRUST - 457	02/10/2023	2300452	PR 02/10/23B	3,739.27	AFTER TAX ROTH IRA
		81000002052000		UNITED WAY QUAD CITIES	02/10/2023	2300451	PR DATE 02/10	808.62	02/10/23 CONTRIBUTIONS
		81000002051200		MUNICIPAL FIRE & POLICE	02/24/2023	2300466	02/24 PAY DATEB	9,737.83	EMP SHARE FIRE PENSION
		81000002050800		INTERNAL REVENUE SERVICE	02/10/2023	2300457	3228549A	69,577.98	FICA W/H TAX
		81000002052100		CITY OF BETTENDORF	02/24/2023	120443	20230224	17,603.65	PAYROLL SUMMARY
		81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	02/10/2023	2300461	02/10/23 PR	1,000.53	457 CONTRIBUTIONS
		81000002051500		AFLAC	02/24/2023	2300467	PR DATE 02/04	120.58	CI WRAP CONTRIBUTIONS
		81000002050600		TREASURER,STATE OF IOWA	02/10/2023	2300458	0-002-948-858	26,636.55	02/10 PAY DATE IA W/H TAX
		81000002051000		IPERS COLLECTIONS	02/10/2023	2300460	121038319	35,073.27	EMPLOYEE SHARE IPERS
		81000002051000		IPERS COLLECTIONS	02/10/2023	2300460	121038319A	52,637.62	CITY SHARE IPERS
		81000002051900		STATE DISBURSEMENT UNIT	02/24/2023	120451	20230224	346.15	PAYROLL SUMMARY
		81000002052300		LINCOLN LIFE	02/24/2023	120448	20230224	1,093.39	PAYROLL SUMMARY
		81000002051000		IPERS COLLECTIONS	02/24/2023	2300473	121039827	34,172.18	EMPLOYEE SHARE IPERS

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002051900		COLLECTION SERVICES CENTER	02/24/2023	2300475	2269367	1,825.42	CHILD/SPOUSE SUPPORT
		81000002050500		INTERNAL REVENUE SERVICE	02/24/2023	2300470	91793325	71,708.83	FEDERAL W/H
		81000002052800		ICMA RETIREMENT TRUST - 457	02/24/2023	2300465	PR 02/24/23A	2,902.42	457 LOAN PAYMENTS
		81000002059900		IOWA C.O.P.S.	02/24/2023	2300469	PR DATE 02/24	50.00	02/24/23 CONTRIBUTIONS
		81000002051500		AMERICAN FUNDS SERVICE COMPANY	02/24/2023	120439	20230224	50.00	PAYROLL SUMMARY
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	02/10/2023	2300459	0-167-999-312	2,723.42	ILLINOIS STATE W/H TAX
		81000002051500		AFLAC	02/24/2023	2300476	720987A	923.04	AFLAC AFTER TAX CONTRIBUTIONS
		81000002059900		MARSHA L COMBS-SKINNER	02/24/2023	120449	20230224	141.24	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT.	81000002051500		AMERICAN FUNDS ROTH IRA WIRE	02/10/2023	2300463	3903-2403-02510	25.00	AFTER TAX ROTH IRA CONTRIBUTIONS
		81000002051500		WASHINGTON NATIONAL LIFE INSURANCE	02/24/2023	120452	20230224	61.10	PAYROLL SUMMARY
		81000002050900		INTERNAL REVENUE SERVICE	02/10/2023	2300457	3228549B	25,084.16	MEDICARE W/H TAX
		81000002051100		MUNICIPAL FIRE & POLICE	02/10/2023	2300453	02/10 PAY DATE	15,426.15	EMPLOYEE SHARE POLICE PENSION
		81000002050200		MUNICIPAL FIRE & POLICE	02/10/2023	2300453	02/10 PAY DATEA	39,221.68	CITY SHARE POLICE PENSION
		81000002052300		CITY OF BETTENDORF/125 PLAN	02/24/2023	120444	20230224	4,637.68	PAYROLL SUMMARY
		81000002050800		INTERNAL REVENUE SERVICE	02/24/2023	2300470	91793325A	67,898.34	FICA W/H TAX
		81000002050500		INTERNAL REVENUE SERVICE	02/10/2023	2300457	3228549	76,467.62	FEDERAL W/H
		81000002059900		BETTENDORF POLICE BENEVOLENT FUND	02/24/2023	120441	20230224	100.00	PAYROLL SUMMARY

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002051100		MUNICIPAL FIRE & POLICE	02/24/2023	2300466	02/24 PAY DATE	14,917.55	EMPLOYEE SHARE POLICE PENSION
		81000002052200		CITY OF BETTENDORF	02/24/2023	120443	20230224A	195.00	PAYROLL SUMMARY
		81000002050900		INTERNAL REVENUE SERVICE	02/24/2023	2300470	91793325B	23,969.08	MEDICARE W/H TAX
		81000002051200		MUNICIPAL FIRE & POLICE	02/10/2023	2300453	02/10 PAY DATEB	9,873.21	EMP SHARE FIRE PENSION
		81000002051500		AMERICAN FUNDS ROTH IRA WIRE	02/24/2023	2300477	1150-8242-50314	25.00	AFTER TAX ROTH IRA CONTRIBUTIONS
		81000002050400		MUNICIPAL FIRE & POLICE	02/24/2023	2300466	02/24 PAY DATEC	24,759.05	CITY SHARE FIRE PENSION
		81000002051000		IPERS COLLECTIONS	02/24/2023	2300473	121039827A	51,285.29	CITY SHARE IPERS
		81000002051900		COLLECTION SERVICES CENTER	02/10/2023	2300462	2263208	1,825.42	CHILD/SPOUSE SUPPORT
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	02/24/2023	2300472	1-201-225-552	2,863.46	ILLINOIS STATE W/H TAX
	LIABILITY CLEARING ACCT.	81000002050500		INTERNAL REVENUE SERVICE	03/01/2023	2300478	92585855	3.08	FEDERAL W/H CORR FROM QTR 3 2023 INTEREST
		81000002052300		GREAT AMERICAN PLAN ADMINISTRATORS	02/24/2023	2300468	PR DATE 02/24	694.33	02/24 CONTRIBUTIONS
		81000002052300		CITY OF BETTENDORF/125 PLAN	02/24/2023	120446	20230224	1,652.27	PAYROLL SUMMARY
		81000002052300		GREAT AMERICAN PLAN ADMINISTRATORS	02/10/2023	2300455	PR DATE 2/10	709.06	02/10 CONTRIBUTIONS
		81000002052300		PACIFIC LIFE INSURANCE COMPANY	02/24/2023	120450	20230224	292.26	PAYROLL SUMMARY
		81000002051500		AFLAC	02/10/2023	2300454	PR DATE 02/10	120.58	CI WRAP CONTRIBUTIONS
		81000002052300		ICMA RETIREMENT TRUST - 457	02/10/2023	2300452	PR 02/10/23	58,223.02	457 CONTRIBUTIONS
		81000002051500		ICMA RETIREMENT TRUST - 457	02/24/2023	2300465	PR 02/24/23B	3,735.32	AFTER TAX ROTH IRA
		81000002052300		ANCHOR NATIONAL LIFE INSURANCE CO	02/24/2023	120440	20230224	213.59	PAYROLL SUMMARY

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	LIABILITY CLEARING ACCT.	81000002052300		AFLAC	02/24/2023	2300476	720987	1,143.30	AFLAC PRE TAX
		81000002059900		CITY OF BETTENDORF	02/24/2023	120442	20230224	68.44	PAYROLL SUMMARY
		81000002052300		ICMA RETIREMENT TRUST - 457	02/24/2023	2300465	PR 02/24/23	55,604.45	457 CONTRIBUTIONS
		81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	02/24/2023	2300474	02/24/23 PR	1,000.53	457 CONTRIBUTIONS
		81000002052300		CITY OF BETTENDORF/125 PLAN	02/24/2023	120445	20230224	2,174.74	PAYROLL SUMMARY
		81000002050500		INTERNAL REVENUE SERVICE	03/01/2023	2300478	92585855A	76.92	FEDERAL W/H CORR FROM QTR 3 2022
		81000002050400		MUNICIPAL FIRE & POLICE	02/10/2023	2300453	02/10 PAY DATEC	25,103.21	CITY SHARE FIRE PENSION
		81000002059900		IOWA C.O.P.S.	02/10/2023	2300456	PR DATE 021023	50.00	02/10/23 CONTRIBUTIONS
		81000002052000		UNITED WAY QUAD CITIES	02/24/2023	2300464	PR DATE 02/24	808.62	02/24/23 CONTRIBUTIONS
		81000002051500		LEGALSHIELD	02/24/2023	120447	20230224	85.73	PAYROLL SUMMARY
		81000002050200		MUNICIPAL FIRE & POLICE	02/24/2023	2300466	02/24 PAY DATEA	37,928.50	CITY SHARE POLICE PENSION
	LIABILITY CLEARING ACCT. - Summary							**909,005.17**	
	PALMER HILLS GOLF COURSE	56000002211000		TREASURER, STATE OF IOWA	02/22/2023	2300448	0-002-973-284	3.66	JANUARY SALES TAX -PHGC
	PALMER HILLS GOLF COURSE - Summary							**3.66**	
	SEWER UTILITY	52000002219900		CITY OF DAVENPORT	03/08/2023	120477	1332306	138,652.50	PRINCIPAL EXPENSE
		52000001219900		CITY OF DAVENPORT	03/08/2023	120477	1332303	283,705.00	FY23 SEWAGE TREATMENT PLANT EQUIP REPLACE FUND
	SEWER UTILITY - Summary							**422,357.50**	
- Summary								**1,341,480.68**	
CAPITAL PROJECTS	AQUATIC CENTER FUND	57550504992290	2PL005	RDG PLANNING & DESIGN	03/08/2023	120525	53198	121,395.99	#2 AMENDMENT 1 THE LANDING THRU 1-31-23
	AQUATIC CENTER FUND - Summary							**121,395.99**	

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802307	CD0104	BI-STATE BARRICADE AND FLAGGING	03/08/2023	120469	6581	1,000.00	TRAFFIC CONTROL 29TH & MIDDLE
		40050504802214	PW0581	QUAD CITY TIMES	03/08/2023	120523	145891	36.39	NOTICE OF STORM WATER DISCHARGE - PINEACRE REC
		40050504802299	PW0513	HAWKEYE SEWER & WATER CONSTR. INC.	03/08/2023	120496	HS23001	5,492.32	POND WORK GOLF COURSE
		40050504802307	CD0105	GRAYBAR (DATA)	03/08/2023	120493	9330838388	415.92	FIBER HOUSING AT COLLEGE
		40050504802299	PW0556	CDMI CONCRETE CONTRACTORS, INC.	03/08/2023	120473	9A	18,128.50	PE#9 RETAINAGE 2022 ST RESURFACING
		40050504802307	2CD005	BI-STATE BARRICADE AND FLAGGING	03/08/2023	120469	6849	1,050.00	TRAFFIC CONTROL - DG
		40050504802299	CD0107	MICHAEL BAKER INTERNATIONAL,INC.	02/22/2023	120434	1170798	4,088.00	ASBESTOS TESTING FLOOD PH
		40050504802307	CD0102	BI-STATE BARRICADE AND FLAGGING	03/08/2023	120469	6448	3,100.00	TRAFFIC CONTROL I-74 & MIDDLE
	CAPITAL PROJECTS - Summary							**33,311.13**	
	ROAD USE FUND	20650504802299	RU0039	CDMI CONCRETE CONTRACTORS, INC.	03/08/2023	120473	9	29,027.93	PE#9 RETAINAGE 2022 ST RESURFACING
	ROAD USE FUND - Summary							**29,027.93**	
	STORM WATER UTILITY	58050504992299	SM0144	BIENIEK TREE SERVICE	03/08/2023	120470	60613	4,200.00	DEVILS GLEN TREES
		58050504992299	SM0144	BIENIEK TREE SERVICE	03/08/2023	120470	60614	2,500.00	DEVILS GLEN TREES
	STORM WATER UTILITY - Summary							**6,700.00**	
CAPITAL PROJECTS - Summary								**190,435.05**	
CITY ADMINISTRATION	GENERAL FUND	00141024612244		MERCHANT SERVICES	02/02/2023	2300433	123D	53.00	BANKCARD FEES BUSINESS LIC
		00141014602306		IMPERIAL	03/08/2023	120499	288002:242337	190.00	COFFEE SUPPLIES FOR CITY HALL AND POLICE DEPT
		00141024611301		SOUTHEAST IOWA CITY CLERKS ASSO.	03/08/2023	120532	022423	20.00	2023 MEMBERSHIP DUES
	GENERAL FUND - Summary							**263.00**	
CITY ADMINISTRATION - Summary								**263.00**	

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
COMMUNITY DEVELPMENT	GENERAL FUND	00130014542306		CULLIGAN OF DAVENPORT	03/08/2023	120480	0501801	35.95	BOTTLED WATER - CD
		00130034542299		KIMBERLY'S KLEANING	03/08/2023	120505	743-224	420.00	743 GRANT ST 23-0157 DEBRIS REMOVAL
		00130034542299		KIMBERLY'S KLEANING	03/08/2023	120505	806-224	70.00	806/808 STATE ST 23-0158 DEBRIS REMOVAL
		00130064162290		HANDICAPPED DEVELOPMENT CENTER	03/08/2023	120495	753848	1,222.45	SCANNING OF HISTORICAL BUILDING PLANS
		00130064162244		MERCHANT SERVICES	02/02/2023	2300433	123A	1,077.60	BANKCARD FEES INSPECTIONS
		00130024532290		RDG PLANNING & DESIGN	03/08/2023	120525	53199	2,850.00	COMP PLAN UPDATE SERVICES THROUGH 1/31/23
		00130034542299		SCOTT COUNTY SHERIFF'S OFFICE	03/08/2023	120531	23000230	37.86	CITATION SERVICE ATTEMPT 22-1380 LLEWELLYN
	GENERAL FUND - Summary							**5,713.86**	
COMMUNITY DEVELPMENT - Summary								**5,713.86**	
FAMILY MUSEUM	FMLY MUSEUM/ARTS &SCIENCE	55511014942244		VANTIV INTEGRATED PAYMENTS	02/07/2023	2300434	123B	1,864.61	BANKCARD FEES MUSEUM
		55511024942140		MONSTER PIANO	03/08/2023	120518	20600P	150.00	MONSTER PIANO PARTS
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**2,014.61**	
FAMILY MUSEUM - Summary								**2,014.61**	
FINANCE	CAPITAL PROJECTS	40002094708004		AHLERS & COONEY, P.C.	03/08/2023	120463	838522	23,893.92	2023 GENERAL OBLIGATIONS BONDS
		40002094708004		AHLERS & COONEY, P.C.	03/08/2023	120463	838521	385.00	GENERAL PROFFESIONAL SERVICES
	CAPITAL PROJECTS - Summary							**24,278.92**	
	ELEC.EQUIP.REPLACEMENT FD	40202434708005		ENTERPRISE FM TRUST	01/20/2023	2300431	FBN4643432A	190.09	LEASE INTEREST 26G59H
		40202434708005		ENTERPRISE FM TRUST	02/21/2023	2300449	FBN4664010A	185.37	LEASE INTEREST 26G59H
		40202434708007		ENTERPRISE FM TRUST	02/21/2023	2300449	FBN4664010B	3,051.23	LEASE PRINCIPAL FEB 2023 26G5BG
		40202434807074		BERRYDUNN	03/08/2023	120467	426908	9,840.00	ERP SYSTEM SELECTION ASSISTANCE

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		40202434708005		ENTERPRISE FM TRUST	02/21/2023	2300449	FBN4664010C	183.25	LEASE INTEREST 26G5BG
		40202434708005		ENTERPRISE FM TRUST	01/20/2023	2300431	FBN4643432C	187.92	LEASE INTEREST 26G5BG
	ELEC.EQUIP.REPLACEMENT FD	40202434708007		ENTERPRISE FM TRUST	01/20/2023	2300431	FBN4643432	5,217.89	LEASE PRINCIPAL DEC 2022 JAN 2023 26G59H
		40202434708007		ENTERPRISE FM TRUST	02/21/2023	2300449	FBN4664010	763.02	LEASE PRINCIPAL FEB 2023 26G59H
		40202434708007		ENTERPRISE FM TRUST	01/20/2023	2300431	FBN4643432B	2,890.54	LEASE PRINCIPAL DEC 2022 JAN 2023 26G5BG
	ELEC.EQUIP.REPLACEMENT FD - Summary							**22,509.31**	
		00102024612307		CULLIGAN OF DAVENPORT	03/08/2023	120480	0501681	14.15	WATER
		00102014612244		MERCHANT SERVICES	02/02/2023	2300433	123F	13.19	BANKCARD FEES 1% SW1,SW2,SW3
	GENERAL FUND	00102024612307		DES MOINES STAMP MFG COMPANY	03/08/2023	120481	1214088	136.00	2 DATE STAMPERS
		00102024612307		CINTAS FIRST AID & SAFETY #D89	03/08/2023	120475	8406123558	91.42	FIRST AID SUPPLIES
FINANCE		00102024612307		CULLIGAN OF DAVENPORT	03/08/2023	120480	0501960	14.15	WATER
	GENERAL FUND - Summary							**268.91**	
	INFORMATION SERVICES	68802314942130		ONENECK IT SOLUTIONS LLC	03/08/2023	120520	INV000035819	937.50	CISCO PHONE MONTHLY MAINTENANCE
	INFORMATION SERVICES - Summary							**937.50**	
		52002044902244		MERCHANT SERVICES	02/02/2023	2300433	123G	2,103.05	BANKCARD FEES UT,SW1,SW2
		52002044902299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241361	30.33	01 LETTERS
		52002044902244		AUTHORIZE.NET	02/02/2023	2300432	123	30.70	ONLINE PYMT GATEWAY
	SEWER UTILITY	52002044902299		MIDWEST MAILWORKS INC.	03/08/2023	120513	240977	109.00	01 LATE NOTICES
		52002044902299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241240	26.79	01 LETTERS
		52002044902299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241109	241.76	03 BILLS

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		52002044902299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241182	28.11	FINAL BILLS
	SEWER UTILITY	52002044988002		CITY OF DAVENPORT	03/08/2023	120477	1332306A	44,597.50	INTREST EXPENSE
		52002044902299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241362	56.97	04 BILLS
		52002044902299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241355	18.84	FINAL BILLS
	SEWER UTILITY - Summary							**47,243.05**	
		58002194932299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241362B	56.97	04 BILLS
FINANCE		58002194932299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241361B	30.33	01 LETTERS
		58002194932299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241109B	241.75	03 BILLS
	STORM WATER UTILITY	58002194932299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241355B	18.83	FINAL BILLS
		58002194932299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241182B	28.10	FINAL BILLS
		58002194932299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241240B	26.78	01 LETTERS
		58002194932299		MIDWEST MAILWORKS INC.	03/08/2023	120513	240977B	108.98	01 LATE NOTICE
	STORM WATER UTILITY - Summary							**511.74**	
FINANCE	**- Summary**							**95,749.43**	
		00104154142306		BETTENDORF OFFICE PRODUCTS,INC	03/08/2023	120468	0472512-001	71.98	OFFICE SUPPLIES
		00104114141209		PANTHER UNIFORMS INC.	03/08/2023	120521	26819	112.90	UNIFORM WEAR/KOZLIK
FIRE	GENERAL FUND	00104134141303		NORTH CENTRAL WATER RESCUE	03/08/2023	120519	23-0002	2,700.00	SWIFTWATER BOAT OP TRNG PEITSCHER,LOGAN,MARTIN
		00104114142106		SANDRY FIRE SUPPLY	03/08/2023	120530	INV-026448	30.66	SCBA PARTS
		00104154142299		THYMET PEST CONTROL	03/08/2023	120536	137201	58.00	MONTHLY SERVICE/ST4

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
FIRE	GENERAL FUND	00104114142106		DUO-SAFETY LADDER CORPORATION	03/08/2023	120484	487634-000	38.19	LADDER STICKERS, LABELS, RIVETS
		00104144142312		MOLO OIL COMPANY	03/08/2023	120517	0036225-IN	177.85	FLOOR DRY/ST2
		00104014142306		BETTENDORF OFFICE PRODUCTS,INC	03/08/2023	120468	0472528-001	27.79	OFFICE SUPPLIES
		00104154142104		SCOTT COUNTY RECORDER	03/01/2023	120454	122323	33.40	INFLATABLE BOAT REGISTRATION APRIL22-25
		00104144142312		MOLO OIL COMPANY	03/08/2023	120517	0036227-IN	177.85	FLOOR DRY/ST1
		00104154142101		JOHNSON CONTROLS SECURITY SOLUTIONS	03/08/2023	120504	38458018	761.62	MONITOR FIRE ALARM/ST2 3/1/23-02/29/24
		00104144142312		MOLO OIL COMPANY	03/08/2023	120517	0036224-IN	177.85	FLOOR DRY/ST4
		00104124142306		BETTENDORF OFFICE PRODUCTS,INC	03/08/2023	120468	0472559-001	3.19	OFFICE SUPPLIES
	GENERAL FUND	**- Summary**						**4,371.28**	
FIRE	**- Summary**							**4,371.28**	
HUMAN RESOURCES	GENERAL FUND	00142014662203		STANARD & ASSOCIATES, INC.	02/22/2023	120436	SA000052934	60.00	PD TESTING
		00142014662290		HOLMES MURPHY & ASSOCIATES	02/22/2023	120432	692489	2,500.00	INSURANCE CONSULTING FEE
		00142014662213		ROCK VALLEY PHYSICAL THERAPY	02/22/2023	120435	122022	100.00	FIT FOR DUTY
		00142014662213		TSS THE SAFETY SPECIALISTS	02/22/2023	120437	66708	450.00	SAFETY EQUIPMENT
		00142014662213		GENESIS OCCUPATIONAL HEALTH	02/22/2023	120431	194615	36.00	ALCOHOL TESTING
		00142014662213		GENESIS OCCUPATIONAL HEALTH	02/22/2023	120431	194533	309.00	ALCOHOL TESTING SCREENING
		00142014662306		DES MOINES STAMP MFG COMPANY	03/08/2023	120481	1214133	49.00	office stame
		00142014661304		IAPELRA	03/01/2023	120453	02172023	30.00	IA PELRA WINTER MEETING MEMBERSHIP REGISTRATION
	GENERAL FUND	**- Summary**						**3,534.00**	

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
HUMAN RESOURCES	**- Summary**							**3,534.00**	
LEGAL	GENERAL FUND	00140014632290		AHLERS & COONEY, P.C.	03/08/2023	120463	837620	5,655.00	PROFESSIONAL SERVICES THRU 1/19/2023
	GENERAL FUND	**- Summary**						**5,655.00**	
LEGAL	**- Summary**							**5,655.00**	
LIBRARY	GENERAL FUND	00106014402244		MERCHANT SERVICES	02/02/2023	2300433	123B	125.80	BANKCARD FEES LIBRARY
	GENERAL FUND	**- Summary**						**125.80**	
LIBRARY	**- Summary**							**125.80**	
MAYOR & COUNCIL	EMPLOYEE INSURANCE	68601064942296		EMPLOYEE BENEFIT SYSTEM	02/10/2023	2300443	02082023	143.00	VISION CLAIMS CKS 2393
		68601064942296		EMPLOYEE BENEFIT SYSTEM	02/17/2023	2300445	02152023	960.25	VISION CLAIMS CKS 2394 - 2398
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	02/17/2023	2300438	02102023	62,171.80	MEDICAL CLAIMS 02/04-02/10/2023
		68601064942283		EMPLOYEE BENEFIT SYSTEM	03/08/2023	120490	000037272	831.48	VISION
		68601064942297		ROCK VALLEY PHYSICAL THERAPY	02/22/2023	120435	1345	1,137.49	JANUARY WELLNESS
		68601064942296		EMPLOYEE BENEFIT SYSTEM	02/03/2023	2300446	02012023	1,948.28	VISION CLAIMS CKS 2388 - 2392
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	02/17/2023	2300438	02102023	-3,464.64	STOP LOSS REIMBURSEMENTS
		68601064942283		MEDTRAK SERVICES	02/23/2023	2300437	021523B	765.00	ADMIN FEES 02/01 - 02/15/2023
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	02/10/2023	2300439	02032023	67,760.57	MEDICAL CLAIMS 02/01 - 02/03/23
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	02/10/2023	2300439	02032023	-417.86	STOP LOSS REIMBURSEMENTS
		68601064942298		MEDTRAK SERVICES	02/23/2023	2300437	021523A	38,127.37	PHARMACY CLAIMS 02/01 - 02/15/2023
		68601064942297		YMCA	03/08/2023	120542	022023BETT	1,640.00	YMCA MONTHLY MEMBERSHIP DUES

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68601064942294		DELTA DENTAL	02/13/2023	2300436	352050000202326	6,074.40	DENTAL CLAIMS 01/31 - 02/06/2023
	EMPLOYEE INSURANCE	68601064942296		EMPLOYEE BENEFIT SYSTEM	02/23/2023	2300444	02222023	348.02	VISION CLAIMS CKS 2399 - 2400
		68601064942294		DELTA DENTAL	02/21/2023	2300435	352050000202327	5,525.91	DENTAL CLAIMS 02/07 - 02/13/2023
		68601064942297		YMCA	02/22/2023	120438	CM11017	44.51	MEMBERSHIP DUES
	EMPLOYEE INSURANCE - Summary							**183,595.58**	
	GENERAL FUND	00101014602306		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	120502	1033721	6,566.36	2023 STATE OF THE CITY ADDRESS
		00101014602290		EIDE AND HEISINGER, LLC	03/08/2023	120488	021423	8,500.00	LEGISLATIVE CONSULTING SERVICES
MAYOR & COUNCIL		00101014602340		HY-VEE, INC. PW & AD	03/08/2023	120497	020223	65.00	FUNERAL ARRANGEMENT FOR CROSSSING GUARD DAWN
		00101014601304		WATERFRONT DELI & RESTAURANT	03/08/2023	120540	020223	135.93	INFORMATIONAL MTG W/FRANK LISA & GREG & CITY STAFF
	GENERAL FUND - Summary							**15,267.29**	
	RISK MANAGEMENT	68401054942208		IOWA COMMUNITIES ASSURANCE POOL	02/22/2023	120433	CK 100297	362.56	REFUND REIMBUSEMENT CHECK
		68401054942292		IMWCA	03/08/2023	120500	INV86267	577.34	large ded pmt fy1819 01/01/23-01/31/23
		68401054942268		MID AMERICAN ENERGY	03/08/2023	120512	013023	2,999.62	charges for damage to electric utility pole
	RISK MANAGEMENT - Summary							**3,939.52**	
MAYOR & COUNCIL - Summary								**202,802.39**	
	LIFE FITNESS CTR FUND	57007034942244		MERCHANT SERVICES	02/02/2023	2300433	123E	49.45	BANKCARD FEES REC ONLINE
	LIFE FITNESS CTR FUND - Summary							**49.45**	
	PALMER HILLS GOLF COURSE	56007114942244		VANTIV INTEGRATED PAYMENTS	02/07/2023	2300434	123	210.07	BANKCARD FEES GOLF
PARKS & RECREATION		56007114942244		MERCHANT SERVICES	02/02/2023	2300433	123C	45.00	BANKCARD FEES GOLF RANGE BALLS
		56007134942244		VANTIV INTEGRATED	02/07/2023	2300434	123A	28.65	BANKCARD FEES GRILL

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PARKS & RECREATION	PALMER HILLS GOLF COURSE			PAYMENTS					
	PALMER HILLS GOLF COURSE - Summary							**283.72**	
PARKS & RECREATION - Summary								**333.17**	
POLICE	GENERAL FUND	00103134807074		METROHM	03/08/2023	120511	281-580094725	26,630.27	NACOTIC DETECTOR
		00103114102307		STREICHER'S INC	03/08/2023	120533	I1617736	2,036.99	AMMUNITION
		00103114102104		RACOM	03/08/2023	120524	FCSO187462	1,570.20	REPAIR EMERGENCY LIGHTS CITY VEH 21817
		00103154102299		SCOTT COUNTY SHERIFF'S OFFICE	03/08/2023	120531	2023-84	2,375.00	BOOKING FEES (JAN)
		00103114102307		STREICHER'S INC	03/08/2023	120533	I1616710	261.24	MUNITION HOLDERS
	GENERAL FUND - Summary							**32,873.70**	
POLICE - Summary								**32,873.70**	
PUBLIC WORKS	FMLY MUSEUM/ARTS &SCIENCE	55505264942299	2301FM	MILLENNIUM WASTE, INC.	03/08/2023	120515	3457177T081	144.80	DUMPSTER - FAM MUS
		55505254942101	2300FM	KONE INC.	03/08/2023	120507	962440363B	202.30	ELEVATOR MAINTENANCE - FAM MUS (X2)
		55505254942101	2300FM	DOORS INC.	03/08/2023	120483	330839	220.00	POWER DOR PUSH BUTTON HOUSING - FAM MUS
		55505254942101	2300FM	JOHNSON CONTROLS FIRE PROTECTION LP	03/08/2023	120503	38458020	2,763.28	FIRE PROTECTION MONITORIN G SERVICE - FAM MUS
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**3,330.38**	
	GENERAL FUND	00105724422215		CANADIAN PACIFIC RAILWAY	03/08/2023	120471	2000160164	772.00	PARKING LEASE @ LEACH PARK 3/1/23 - 2/29/24
		00105254642101	2300CC	JOHNSON CONTROLS FIRE PROTECTION LP	03/08/2023	120503	38458019	722.96	FIRE PROTECTION MONITORIN G SERVICE - COMM CENT
		00105254642101	2300LB	GRAINGER	03/08/2023	120492	9613155457	547.79	ROOF TOP EXHAUST FAN - LIBRARY ENGRAVER
		00105254642101	2300LB	GRAINGER	03/08/2023	120492	9613155481	424.22	ROOF TOP CURB - LIBRARY
		00105724422299		DEVILS GLEN STORAGE	03/08/2023	120482	65070412	103.50	STORAGE UNIT

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

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		00105254642101	2300MC	KONE INC.	03/08/2023	120507	962440363A	202.30	ELEVATOR MAINTENANCE - MAINT CTR (X2)
		00105254642101	2300LB	GRAINGER	03/08/2023	120492	9613155473	39.47	SPEED CONTROLLER - LIBRAR Y
		00105264642299	2301CC	MILLENNIUM WASTE, INC.	03/08/2023	120515	3457176T081	61.80	DUMPSTER - COMM CENT
		00105254642101	2300LB	KONE INC.	03/08/2023	120507	962440363	404.64	ELEVATOR MAINTENANCE - LIBRARY (X2)
		00105254642101	2300CH	ECONOMY ROOFING	03/08/2023	120487	11346	385.00	ROOF REPAIR - CITY HALL
		00105254642101	2300CH	KLINE SEWER & DRAIN	03/08/2023	120506	16722	150.00	CLEAR DRAIN LINE - CH - P D
		00105724422299		DEVILS GLEN STORAGE	03/08/2023	120482	65095299	656.00	STORAGE UNIT
		00105264642299	2301LB	MILLENNIUM WASTE, INC.	03/08/2023	120515	3457178T081	209.60	DUMPSTER - LIBRARY
		00105264642299	2301CH	CINTAS LOC 23M	03/08/2023	120476	4146879712	138.46	ENTRY RUG SERVICE - CITY HALL
	GENERAL FUND	00105254642101	2300CH	KONE INC.	03/08/2023	120507	962440363C	202.30	ELEVATOR MAINTENANCE - CITY HALL (X2)
PUBLIC WORKS		00105254642101	2300MC	JOHNSON CONTROLS FIRE PROTECTION LP	03/08/2023	120503	38458015	1,842.95	FIRE PROTECTION MONITORIN G SERVICE - MAINT CTR
		00105264642299	2301MC	CINTAS LOC 23M	03/08/2023	120476	4146879691	72.49	ENTRY RUG SERVICE - MAINT CTR
		00105254642101	2300CH	ADEL WHOLESALERS, INC.	03/08/2023	120462	2102564	16.90	EXHAUST VENT - PD CITY HALL
		00105264642299	2301MC	ACE PEST MANAGEMENT, INC.	03/08/2023	120461	23136	65.00	PEST CONTROL - CITY HALL
		00105254642101	2300MC	ECONOMY ROOFING	03/08/2023	120487	11345	383.00	ROOF REPAIR - MAINT CTR
		00105264642299	2301CH	MILLENNIUM WASTE, INC.	03/08/2023	120515	3457183T081	87.55	DUMPSTER - CITY HALL
		00105254642101	2300LB	BARRON EQUIPMENT & OVERHEAD DOOR CO	03/08/2023	120466	3164506	385.82	MOVEABLE WALL REPAIRS - LIBRARY
		00105254642101	2300CH	ADEL WHOLESALERS, INC.	03/08/2023	120462	2102647	47.90	DUCTWORK SECTION - PD CITY HALL
	GENERAL FUND - Summary							**7,921.65**	
	MUNICIPAL GARAGE	68305204942324		CARQUEST AUTO PARTS STORE	03/08/2023	120472	6604-413851	29.10	WHEEL STUDS
		68305204942307		FASTENAL COMPANY	03/08/2023	120491	IABET162279	66.00	SHOP SUPPLIES

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		68305204942324		I.W.I. MOTOR PARTS	03/08/2023	120498	442-249523	66.32	FUEL TANK STRAP
		68305204942324		INTERSTATE BATTERY OF THE	03/08/2023	120501	10054944	279.90	BATTERIES
		68305204942231		CINTAS LOC 23M	03/08/2023	120476	4146171095	56.04	LAUNDRY
		68305204942324		ELLIOTT EQUIPMENT CO.	03/08/2023	120489	171705	540.97	AV CABLE
		68305204942352		RILCO FLUID CARE, INC.	03/08/2023	120527	464856	214.50	DEF
		68305204942324		LINDQUIST FORD, INC.	03/08/2023	120509	386179	275.96	SENSOR
		68305204942324		MILLS CHEVROLET COMPANY	03/08/2023	120516	5143948	315.04	CONTROL
		68305204942351		PLEASANT VALLEY COMMUNITY	03/08/2023	120522	23-132	46,123.51	JAN FUEL USAGE
		68305204942231		CINTAS LOC 23M	03/08/2023	120476	4146879786	56.04	LAUNDRY
		68305204942324		MARTIN EQUIPMENT OF ILLINOIS, INC.	03/08/2023	120510	699746	358.83	HOSE
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942319		THOMPSON TRUCK & TRAILER INC.	03/08/2023	120535	R103035328:01	1,436.00	NAVISTAR UPDATE
		68305204942324		MILLS CHEVROLET COMPANY	03/08/2023	120516	5144018	357.24	STARTER
		68305204942104		LINDQUIST FORD, INC.	03/08/2023	120509	235896	2,053.49	2101 REPAIRS
		68305204942307		1ST AYD CORPORATION	03/08/2023	120543	PSI593526	255.49	BRAKE CLEANER
		68305204942324		MILLS CHEVROLET COMPANY	03/08/2023	120516	5144023	44.48	CONNECTOR
		68305204942324		TITAN MACHINERY, INC.	03/08/2023	120537	18081119GP	128.00	SEAT ARMREST
		68305204942307		LAWSON PRODUCTS, INC.	03/08/2023	120508	9310322292	397.00	SHOP SUPPLIES
		68305204942324		MIDWEST WHEEL & RIM CO	03/08/2023	120514	3021055-00	101.65	LED WORK LAMP
		68305204942324		ELLIOTT EQUIPMENT CO.	03/08/2023	120489	171745	99.12	CAB FILTER
		68305204942307		TERMINAL SUPPLY COMPANY	03/08/2023	120534	19230-00	453.00	SHOP SUPPLIES

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		68305204942104		MILLS CHEVROLET COMPANY	03/08/2023	120516	6324447	1,336.11	1924 REPAIR
		68305204942307		LAWSON PRODUCTS, INC.	03/08/2023	120508	9310329711	263.94	SHOP SUPPLIES
		68305204942324		EASTERN IOWA TIRE, INC.	03/08/2023	120485	100137504	-50.00	CASING CREDIT
		68305204942352		RILCO FLUID CARE, INC.	03/08/2023	120527	464857	1,034.00	ATF
		68305204942324		MIDWEST WHEEL & RIM CO	03/08/2023	120514	3054963-00	465.39	SPRING BRAKE
		68305204942324		CARQUEST AUTO PARTS STORE	03/08/2023	120472	6604-413871	-29.10	WHEEL STUDS CREDIT
		68305204942324		CARQUEST AUTO PARTS STORE	03/08/2023	120472	6604-414082	6.64	AIR FILTER
	MUNICIPAL GARAGE	68305204942324		INTERSTATE BATTERY OF THE	03/08/2023	120501	269560	1,210.55	BATTERIES
		68305204942324		MILLS CHEVROLET COMPANY	03/08/2023	120516	5143941	231.58	MODULE
PUBLIC WORKS		68305204942324		MIDWEST WHEEL & RIM CO	03/08/2023	120514	3125718-00	186.58	BEACON
		68305204942324		EASTERN IOWA TIRE, INC.	03/08/2023	120485	100137992	887.40	TIRES
		68305204942104		EASTERN IOWA TIRE, INC.	03/08/2023	120485	100137961	569.40	TIRE REPAIRS
		68305204942101		CENTRAL PETROLEUM EQUIPMENT CO	03/08/2023	120474	48545	236.05	PUMP REPAIR
		68305204942104		H & H CAR CARE & TOWING, LLC	03/08/2023	120494	26626	105.00	1207 TOW
	MUNICIPAL GARAGE	**- Summary**						**60,161.22**	
		56005264942307	2301GC	WERNER RESTORATION SERVICES INC.	03/08/2023	120541	SI-29090	14,205.91	RESTAURANT RESTORATION PROJECT PALMER HILLS
	PALMER HILLS GOLF COURSE	56005254942101	2300GC	RR PAINTING	03/08/2023	120529	2302	2,750.00	PAINTING IN DINING ROOM - PALMER
		56005254942101	2300GC	CRESCENT PARTS & EQUIP	03/08/2023	120479	S511095584.002	175.58	PALMER - EMERGENCY LIGHTING
		56005254942101	2300GC	CRESCENT PARTS & EQUIP	03/08/2023	120479	S511095584.003	19.93	PALMER - EMERGENCY LIGHTING

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	PALMER HILLS GOLF COURSE	56005254942101	2300GC	GRAINGER	03/08/2023	120492	9613155465	55.08	LIGHT BULBS - PALMER GRIL L
	PALMER HILLS GOLF COURSE - Summary							**17,206.50**	
	ROAD USE FUND	20605124242307		COMPASS MINERALS AMERICA	03/08/2023	120478	1134734	1,746.54	ROAD DE-ICING SALT
		20605304232108		MID AMERICAN ENERGY	03/08/2023	120512	536133266	31.39	LIGHTING CAMERA
		20605304232108		MID AMERICAN ENERGY	03/08/2023	120512	536140239	59.84	HOPEWELL & MIDDLE SIGNAL
		20605304232307		REPUBLIC COMPANIES	03/08/2023	120526	6189142-00	86.02	RELAY SOCKET
		20605304232307		REPUBLIC COMPANIES	03/08/2023	120526	6191201-00	4.30	COVER PLATE FOR BOX
		20605124242307		TRAFFIC SAFETY WAREHOUSE	03/08/2023	120538	105405A	369.65	MINICADE SIGN STAND
		20605114202307		RIVERSTONE GROUP INC.	03/08/2023	120528	1188741	522.20	UPM MIX
		20605144232307		AMERICAN TRAFFIC SAFETY MATERIALS	03/08/2023	120464	94762	695.00	GREEN SIGN FILM
PUBLIC WORKS		20605014292306		IMPERIAL	03/08/2023	120499	288002:242345	96.85	COFFEE & CREAMER
	ROAD USE FUND - Summary							**3,611.79**	
	SOLID WASTE/RECYCLING ENT	55005094912299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241362A	56.97	04 BILLS
		55005064912307		WASTE COMMISSION OF SCOTT CO.	03/08/2023	120539	23-02	9,883.37	ANNUAL CALENDAR MAILINGS
		55005094912299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241109A	241.75	03 BILLS
		55005094912299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241355A	18.83	FINAL BILLS
		55005094912244		MERCHANT SERVICES	02/02/2023	2300433	123H	2,130.75	BANKCARD FEES RECYCLE SW1,SW2 50% PW
		55005094912299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241182A	28.10	FINAL BILLS
		55005094912306		BETTENDORF OFFICE PRODUCTS,INC	03/08/2023	120468	0472611-001	59.95	LAMINATING POUCHES - NEW ROUTE MAPS

City of Bettendorf Council Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	SOLID WASTE/RECYCLING ENT	55005094912299		MIDWEST MAILWORKS INC.	03/08/2023	120513	240977A	108.98	01 LATE NOTICE
		55005094912299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241240A	26.78	01 LETTERS
		55005094912299		MIDWEST MAILWORKS INC.	03/08/2023	120513	241361A	30.33	01 LETTERS
	SOLID WASTE/RECYCLING ENT - Summary							**12,585.81**	
PUBLIC WORKS	STORM WATER UTILITY	58005194932307		AVENUE RENTAL, INC.	03/08/2023	120465	133904	185.00	VERMEER STAND, TRAILER SURGE
		58005194932244		MERCHANT SERVICES	02/02/2023	2300433	123I	2,103.06	BANKCARD FEES STRM WTR SW1,SW2
	STORM WATER UTILITY - Summary							**2,288.06**	
	TRANSIT	58505274922105		ECK'S AUTO SHINE	03/08/2023	120486	275	160.00	BUS WASHING 2/4 & 2/11
		58505074922244		MERCHANT SERVICES	02/02/2023	2300433	123J	27.69	BANKCARD FEES 50% PW
	TRANSIT - Summary							**187.69**	
PUBLIC WORKS - Summary								**107,293.10**	
Overall - Summary								**1,992,645.07**	

City of Bettendorf QCWCC Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	QC WATERFRONT CONVENTION	59000002211000		TREASURER, STATE OF IOWA	02/22/2023	2300447	0-002-980-999	9,325.95	Sales Tax 01/01-01/31/23
	QC WATERFRONT CONVENTION - Summary							**9,325.95**	
- Summary								**9,325.95**	
CAPITAL PROJECTS	QC WATERFRONT CONVENTION	59050504992307	AD0004	URQUID LINEN	03/08/2023	3485	P09IXLM0Z	6,430.23	DRAPING AND BACKDROP
	QC WATERFRONT CONVENTION - Summary							**6,430.23**	
CAPITAL PROJECTS - Summary								**6,430.23**	
		59020014941121		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123C	5,263.65	FINANCE SALARY/BENEFITS JAN
		59020014941121		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123D	4,477.33	FACILITIES/MAINTENANCE SALARY,WAGES, & BEN JAN
		59020014941121		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123K	35,879.51	SALARY/WAGES & BENEFITS JAN
		59020014942101		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123F	1,194.08	REPAIRS & MAINTENANCE JAN
		59020014942109		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123G	540.66	MEDIACOM NOV JAN
QC WATERFRONT CONV CTR	QC WATERFRONT CONVENTION	59020014942203		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123A	6,013.48	ADVERTISING JAN
		59020014942215		AUDIO VISUAL RESOURCE QC	03/08/2023	3482	Q4084	300.00	QCWCC SOUND REPAIR
		59020014942215		AUDIO VISUAL RESOURCE QC	03/08/2023	3482	Q4088	431.25	QCWCC SOUND REPAIR
		59020014942290		REPUBLIC SERVICES #400	03/08/2023	3484	0400-002235822	445.95	QCWCC GARBAGE
		59020014942290		REPUBLIC SERVICES #400	03/08/2023	3484	0400-002241377	612.45	QCWCC GARBAGE
		59020014942299		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123B	768.79	CONTRACT SERVICES JAN
		59020014942299		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123H	65.05	CONTRACT SERVICES JAN
		59020014942299		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123M	8,781.06	CONTRACT SERVICES JAN

City of Bettendorf QCWCC Accounts Payable, 03/07/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
QC WATERFRONT CONV CTR	QC WATERFRONT CONVENTION	59020014942306		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123L	1,011.30	SUPPLIES GENERAL/OFFICE JAN
		59020014942307		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123E	478.64	SUPPLIES JAN
		59020014942328		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123I	25,423.59	FOOD INVOICES JAN
		59020014942329		ISLE OF CAPRI BETTENDORF, L.C.	03/08/2023	3483	022123J	2,356.59	BEVERAGE INVOICES JAN
	QC WATERFRONT CONVENTION - Summary							**94,043.38**	
QC WATERFRONT CONV CTR - Summary								**94,043.38**	
Overall - Summary								**109,799.56**	

City of Bettendorf Parks Accounts Payable, 03/07/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00100003520621	REC056	GASSNER, SUZANNE	03/01/2023	120455	2010244.002	21.25	REFUND SKI AND SNOWBOARDI NG LESSONS
00100003520621	REC056	PIERSON, EMILY	03/01/2023	120457	2010221.002	21.25	REFUND SKI AND SNOWBOARDI NG LESSONS
00100003520621	REC056	PRATHER, JENNIFER	03/01/2023	120458	2010262.002	21.25	REFUND SKI AND SNOWBOARDI NG LESSONS
00100003520621	REC056	PRATHER, JENNIFER	03/01/2023	120458	2010206.002	21.25	REFUND SKI AND SNOWBOARDI NG LESSONS
00107034432299	REC056	JOHANNES BUS SERVICE, INC.	03/08/2023	120549	44496	472.50	BUSES FOR SNOWSTAR
00107034432307	FEST04	SWANK MOTION PICTURES, INC.	03/08/2023	120554	3330044	275.00	MOVIE FOR WINTER CARNIVAL
00107304432303	REC055	COCA-COLA ATLANTIC BOTTLING CO	03/08/2023	120548	3743103	155.44	FROZEN DRINK CONCESSIONS
00107304432303	REC055	COCA-COLA ATLANTIC BOTTLING CO	03/08/2023	120548	3749186	-53.04	REFUND ON FROZEN DRINKS
00107304432303	REC055	COCA-COLA ATLANTIC BOTTLING CO	03/08/2023	120548	3759922	57.36	DRINKS FOR FRZ CONCESSION
00107304432303	REC055	COCA-COLA ATLANTIC BOTTLING CO	03/08/2023	120548	3749185	31.20	DRINKS FOR FROZEN CONCESS
00107304432303	REC055	MARTIN BROTHERS DISTRIBUTING CO INC	03/08/2023	120552	9840588	240.82	FROZEN CONCESSIONS
56000002011000		M & M GOLF CARS, LLC	03/08/2023	120551	01312023	27.90	25.89% OF GOLF CART PAYAB LES
56000002011600		JON WADDELL GOLF SHOP LLC	03/08/2023	120550	JAN23A	2,538.20	PROSHOP PAYABLES
56000002011600		JON WADDELL GOLF SHOP LLC	03/08/2023	120550	JAN23C	-80.75	CITY'S 3%
56000002011600		JON WADDELL GOLF SHOP LLC	03/08/2023	120550	JAN23B	177.35	PROSHOP TAX
56000002011900		JON WADDELL GOLF SHOP LLC	03/08/2023	120550	JAN23D	153.45	TAX EXEMPT SALES
56005264942299	2301GC	CINTAS LOC 23M	03/08/2023	120547	4147160412	128.59	MAT CLEANING SERVICE
56007114941304		WADDELL, JON	03/01/2023	120459	022123	1,881.43	PGA MERCHANDISE SHOW CONF ERNECE 1/24-1/27 ORLANDO
56007114942110		CENTURY LINK	03/08/2023	120545	5633328703MAR23	117.27	TELEPHONE - 2/16-3/15
56007114942202		SIMPLIFY WITH INTENTION LLC	03/08/2023	120553	1506	150.00	EMAIL MARKETING
56007134942215		AIRGAS NORTH CENTRAL	03/08/2023	120544	9994374500	71.70	GAS TANK RENTALS
56007154942310		CINTAS FIRST AID & SAFETY #D89	03/08/2023	120546	8406123916	57.00	FIRST AID SUPPLIES
56007154997074		LTL PARTNERS, INC.	03/01/2023	120456	3589	9,000.00	VERTI-DRAIN AIRIFIER
Overall - Total						**15,486.42**	