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, MAY 1, 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 www.bettendorf.org/YouTube

AGENDA

I. OPERATIONAL ITEMS

- Resolution awarding the contract and approving the contract and bond for The Landing Project – Public Works Director Brian Schmidt, City Engineer Brent Morlok, and Culture & Recreation Director Kim Kidwell ***(Items to Appear #13)***

II. CONSENT AGENDA ITEMS

- Resolution approving a site development plan for 4060 Middle Road, submitted by Ridge Investment Group, LLC (Case 23-020) – Community Development Director Mark Hunt ***(Consent J)***

- Resolution authorizing the Human Resources Director to sign a contract with Wellmark/CVS as Pharmacy Benefit Manager for the City of Bettendorf effective July 1, 2023 – Human Resources Director Kathleen Richlen ***(Consent T)***

III. ITEMS ADDED BY MAYOR AND COUNCIL

IV. ADJOURN

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, MAY 2, 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
www.bettendorf.org/YouTube

AGENDA

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

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

4. **RECOGNITION –** BHS 2023 Wrestling Champion; BHS Student Council, 2023 National Gold Council of Excellence; and BHS Future Business Leaders of America Team, First Place Finish in Impromptu Speaking, Client Service, Public Service Announcement, Marketing, and Vocabulary Relay

5. **RECOGNITION –** Healthy Hometown Award

6. **PROCLAMATION –** Mental Health Awareness Month, May 2023

7. **PROCLAMATION –** National School Nurse Day, May 10, 2023

8. **PROCLAMATION –** National Salvation Army Week, May 15 – 21, 2023

9. **PROCLAMATION –** Public Works Day, May 20, 2023, and Public Works Week, May 21 – 27, 2023

10. **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.

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. **PUBLIC HEARING**
    Regarding the City of Bettendorf's FY2024 application for State Transit Assistance Funds for Transit System Operations

12. **RESOLUTION**
    Council Member Sechser to present a resolution approving the City of Bettendorf's FY2024 application for State Transit Assistance Funds for Transit System Operations in an amount of $210,355.00

13. **RESOLUTION**
    Council Member Naumann to present a resolution awarding the contract and approving the contract and bond for The Landing Project

14. **ORDINANCE – *Staff recommends the waiver of the 2nd & 3rd readings***
    Council Member Palczynski to present the first reading of an ordinance amending Bettendorf City Code Section 6-1-322(A)(2), "Vehicles Entering Stop Intersection" by adding a stop sign intersection on Devils Glen Road at Hopewell Avenue and on Forest Grove Drive at Devils Glen Road

15. **RESOLUTION – (CONSENT AGENDA J ADDED AT COMMITTEE OF THE WHOLE MEETING AT REQUEST OF COUNCIL MEMBER CONNORS 5/1/2023)**
    Council Member Adamson to present a resolution approving a site development plan for 4060 Middle Road (Lot 2, Crowne Pointe Twelfth Addition), submitted by Ridge Investment Group, LLC (Case 23-020)

16. **CONSENT AGENDA**

17. **ADJOURN**

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
MAY 2, 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 April 18, 2023 (Approve and Adopt)

B. Resolution setting a date for a public hearing to adopt the City's FY2022/23 Final Budget Amendment. (Approve and Adopt)

C. Resolution authorizing a Maintenance Contract with Northwest Mechanical for services under the Premier Preventative Maintenance Plan for the Waterfront Convention Center. (Approve and Adopt)

D. Resolution setting the date for a public hearing on the FY2023 Application for Federal Transit Administration Section 5307 Financial Assistance. (Approve and Adopt)

E. Resolution setting the date for a public hearing on the FY2023 Application for Federal Transit Administration Section 5310 Financial Assistance. (Approve and Adopt)

F. Resolution awarding the contract and approving the contract and bond for the 2023 Pavement Markings Program. (Approve and Adopt)

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

H. Resolution approving a professional services agreement with MSA Professional Services, Inc. for the Tanglewood Road Sanitary Sewer Extension project. (Approve and Adopt)

I. Resolution approving the final plat of Encore Central Avenue Subdivision, submitted by Encore Homes, LLC/ James Rasche (Case 23-026). (Approve and Adopt)

J. ***ITEM MOVED TO ITEMS TO APPEAR #15 AT REQUST OF COUNCIL MEMBER CONNORS AT COMMITTEE OF THE WHOLE MEETING 5/1/2023***

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.

K. Resolution setting a date for a public hearing on the conditional rezoning of 5019 Hopewell Avenue (Lot 1, Hopewell Farm First Addition), A-1 Agricultural/Urban Reserve District to R-3 Mixed Residential District, submitted by CT Creek (Case 23-018). (Approve and Adopt)

L. Resolution setting a date for a public hearing on a future land use amendment for property located at the southwest corner of Devils Glen Road and Forest Grove Drive, Open Space and Parks to UMI Urban Medium Density, submitted by E&A Enterprises, LLC (Case 23-013). (Approve and Adopt)

M. Resolution setting a date for a public hearing on a future land use amendment for property located at the southwest corner of Devils Glen Road and Forest Grove Drive, Open Space and Parks to ULI Urban Light Density, submitted by E&A Enterprises, LLC (Case 23-021). (Approve and Adopt)

N. Resolution setting a date for a public hearing on the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (with commercial restrictions), submitted by E&A Enterprises, LLC (Case 23-014). (Approve and Adopt)

O. Resolution setting a date for a public hearing on the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-1 Single-Family Residence District, submitted by E&A Enterprises, LLC (Case 23-017). (Approve and Adopt)

P. Resolution setting a date for a public hearing on the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (townhomes only), submitted by E&A Enterprises, LLC (Case 23-022). (Approve and Adopt)

Q. Resolution setting a date for a public hearing on the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-3 Mixed Residential District, submitted by E&A Enterprises, LLC (Case 23-023). (Approve and Adopt)

R. Resolution setting a date for a public hearing on the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, R-1 Single-Family Residence District to C-1 Neighborhood Commercial District (no gas sales), submitted by E&A Enterprises, LLC (Case 23-024). (Approve and Adopt)

S. Resolution setting a date for a public hearing to enter into a Lease Agreement for city-owned property at 845 State Street with Platinum Salon & Spa, LLC. (Approve and Adopt)

T. Resolution authorizing the Human Resources Director to sign a contract with WellMark/ CVS as Pharmacy Benefit Manager for the City of Bettendorf effective July 1, 2023. (Approve and Adopt)

U. Resolution approving liquor license renewals and requests for Zeke's Island Café; CVS Pharmacy; Hy-Vee Fast & Fresh; Hy-Vee Club Room; Walgreens #05512 and #06553; Home2 Suites; Cambria Hotel Bettendorf; Sonesta Select; Rudy's Tacos; Food Truck Fight; and The Vintage Wine Bar. (Approve and Adopt)

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

OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, *mental health is essential to our physical health and the overall health of our community; and*

WHEREAS, *the 2021 Community Health Assessment indicates that the Quad Cities has a significantly higher rate of chronic depression and persons being treated for mental health than the U.S. average; and*

WHEREAS, *in July 2022, the FCC launched 988 to replace the National Suicide Prevention Lifeline in an effort to make it easier for people to access a lifeline anywhere; and*

WHEREAS*, The Quad Cities Behavioral Health Coalition is working to share this message and educate the public on the resources available to advance the behavioral health of the Quad Cities, more information can be found at https://qcbhc.weebly.com*

NOW, THEREFORE, *I, Robert S. Gallagher, Mayor of the City of Bettendorf, Iowa, do hereby proclaim the month of* ***MAY*** *as* ***"MENTAL HEALTH AWARENESS MONTH"*** *in our community and encourage all citizens to promote the on-going education on the importance of prioritizing mental health and reaching out to get connected to services if a mental health concern arises.*

DATED *this 2nd day of May 2023*

_____

Mayor Robert S. Gallagher

OFFICE OF THE MAYOR

PROCLAMATION

***WHEREAS**, all students have a right to have their physical and mental health needs safely met while in the school setting; and*

***WHEREAS**, school nurses are professional nurses that serve on the frontlines, understanding the link between health and learning and are in a position to make a positive difference, providing support for children every day, and have been ensuring student's academic success for more than 120 years; and*

***WHEREAS**, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children, and are members of school-based teams (e.g. school health services, 504/IEP, disaster/emergency planning) providing care coordination to address the school population.*

***NOW, THEREFORE**, I, Robert S. Gallagher, Mayor of the City of Bettendorf, Iowa, do hereby proclaim Wednesday, **May 10, 2023,** as **"National School Nurse Day"** in our community and encourage all citizens to celebrate our school nurses and express gratitude for all they do to keep our children safe and healthy all year long.*

***DATED** this 2nd day of May 2023*

_____

Mayor Robert S. Gallagher

OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, *The Salvation Army has been serving the people of the Quad Cities for 135 years physically, emotionally, and spiritually; and*

WHEREAS, *The Salvation Army is present wherever need is the greatest, especially during times of crisis, where vulnerable citizens are more at risk of becoming homeless, hungry, addicted, or spiritually tired; and*

WHEREAS, *it is fitting and proper on Salvation Army Week to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Bettendorf; and*

WHEREAS, *National Salvation Army Week is an opportunity to encourage citizens to serve others with their resources and time during the difficult period many of us are experiencing.*

NOW, THEREFORE*, I, Robert S. Gallagher, Mayor of the City of Bettendorf do hereby proclaim* ***May 15-21, 2023****, as* ***"National Salvation Army Week"*** *in our community and encourage all citizens to join together to give back to the community in any way that is personally meaningful.*

DATED *this 2nd day of May 2023*

_____

Mayor Robert S. Gallagher

OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, *public works services provided in our Community are an integral part of our citizens everyday lives; and*

WHEREAS, *the support of an understanding and informed Community is vital to the efficient operation of public works systems and programs; such as sewers, streets, solid waste collection; and the numerous other services provided by this department; and*

WHEREAS*, the efficiency of qualified and dedicated staff is essential for our Community to meet the needs of our Citizens and to provide the highest quality of service that Bettendorf has the reputation for consistently providing; and*

WHEREAS, *the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.*

NOW, THEREFORE, *I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby proclaim* ***May 20, 2023*** *as "****PUBLIC WORKS DAY****" and the week of* ***May 21 – May 27, 2023*** *as* ***"PUBLIC WORKS WEEK"*** *in our community, and I ask that all citizens acquaint themselves with our Public Works Staff and Operations and to take great pride in the excellence of service provided by their outstanding Public Works Department.*

DATED *this 2nd day of May 2023*

_____

Mayor Robert S. Gallagher

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Mark Garrow, Transit/Garage Manager

Item Title
Resolution approving the FY2024 application for State Transit Assistance funds for Transit System Operations.

Explanation
Each year, State Transit Assistance funds are available to the City of Bettendorf to support transit system operations. A grant must be submitted in order to obtain this funding. The FY2024 State funding allocation for Bettendorf is estimated to be $210,355.00 and the grant period will begin on July 1, 2023. These funds help the City continue providing a quality, responsive transit service to the Citizens of Bettendorf.

The State requires a public hearing be held to allow persons the opportunity to speak in favor of, or in opposition to the grant application. The public hearing was scheduled prior to the City Council Meeting this 2nd day of May, 2023 at Bettendorf City Hall. All public comments are to be considered prior to approval and submittal of the FY2024 grant application.

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

List Attachments
Resolution, Authorizing STA Resolution.

RESOLUTION NO: _____-23

RESOLUTION APPROVING THE FY2024 APPLICATION FOR STATE TRANSIT ASSISTANCE FUNDS FOR TRANSIT SYSTEM OPERATIONS

WHEREAS, the State of Iowa Office of Public Transit requires a public hearing to allow persons the opportunity to speak in favor of, or in opposition to, the submission of a grant; and

WHEREAS, a public hearing on the FY2024 application for State Transit Assistance funds was held in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7 o'clock PM on the 2nd day of May, 2023: and

WHEREAS, all public comments have been considered at a regular meeting of the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the FY2024 application for State Transit Assistance funds in the estimated amount of $210,355.00 be used by the City's transit system for transit system operations be approved.

Passed, Approved, and Adopted this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Authorizing Resolution

We, hereby, authorize Mr. Robert Gallagher
(Name of Authorized Signatory)

on behalf of City of Bettendorf
(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

1.23210206 % of formula funds;

$ _____ of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

$ _____

From statewide federal capital assistance for transit:

$ _____

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that City of Bettendorf
(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 2nd day of May , 2023

Name: City of bettendorf
(Applicant's Governing Body)

By: _____ _____
(Signature of Chief Executive Officer) (Printed Name of Chief Executive Officer)

Title: Mayor, City of bettendorf

Address: 1609 State Street, Bettendorf, Iowa

Telephone: (563) 344-4104 E-mail Address: bgallagher@bettenodrf.org
(E-mail Address of Chief Executive Officer)

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution awarding the contract and approving the contract and bond for The Landing Project.

Explanation
The proposed improvements consist of construction of a new aquatics facility including a 12,500 square foot activity pool with zero depth entry, lap lanes, diving well and ropes course, a 3,700 square foot spray ground / splash pad, slide tower with three (3) slides and 450 foot long lazy river. Additionally, three (3) support buildings will be constructed including an administration / admissions building, pool equipment building and bath house building in addition to all associated site work including demolition and new access drives and parking lots.

A future phase of the overall Landing Project will include construction of a permanent outdoor ice rink. Given that facility will adjoin the aquatic facility, a significant amount of the infrastructure must be built as part of this phase. That includes the necessary grading as well as mechanical and electrical improvements. This phase also includes the construction of a fourth building which will solely be utilized by Frozen Landing for admissions, skate rentals, concessions and warming, as well as an addition to the bath house building that will provides storage for the ice resurfacer, rink railings and other items. A mechanical screen yard for the rink chiller is also being built adjacent to the bath house.

Bids were received on April 25, 2023. General Constructors, Inc. of Bettendorf, Iowa was the low bidder of three (3) bids received. Bids ranged from the high of $24,820,000 to the low of $19,252,000, which is 3.98% above the engineer's estimate of $18,515,751.00. Several add alternates were included in the bid for items such as shade structures and decorative fencing. Staff intends to work with the contractor in a value engineering exercise upon award of the contract to find room within the budget to include as many of these items as possible.

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 anticipated source:
This project (2PL005) was approved with a total budget of $18.0M within the Community Improvement Program (CIP) for construction of the aquatics facility. An additional budget of $3.0M was approved for the future construction of the ice rink (PK0199). The bidders were asked to provide estimates for the construction of all the buildings individually (given this was a single lump sum bid). The low bidder estimated the construction of the ice related buildings, as well as the associated infrastructure, at $1.6M. Given that, staff requests that a total award of $19.6M be approved which would cover the base bid in addition to several of the add alternates as mentioned above. The $1.6M would come from the PK0199 budget.

List Attachments
Resolution, Bid Tabulation, and Contract.

RESOLUTION NO. _____-23

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT AND BOND FOR THE LANDING PROJECT

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

The Landing Project

WHEREAS, bids were accepted for the construction of the above project on the 25th day of April, 2023, with General Constructors, Inc. of Bettendorf, Iowa submitting the lowest responsible bid in the amount of $19,252,000 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 General Constructors, Inc.is hereby accepted for The Landing Project in the amount of $19,252,000.00.

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 $19,600,000.00, is hereby approved to cover alternate bid items to be included if funding allows as well as provide a measure of contingency.

Passed, Approved and Adopted this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

bid tabulation

Project: City of Bettendorf: The Landing Phase One — Bid Date: April 25th, 2023

Owner: City of Bettendorf

Location: Middle Park — Project No.: 3005.325.01

File No.: 11.03

Bidders - General Contractors	Bid Security 10%	Bidder Form	Addendum #1	Addendum #2	Addendum #3	Addendum #4	Addendum #5	BASE BID	**Alternate No. 1A** Provide Shade Structure Type 1A	**Alternate No. 1B Provide Shade Structure Type 1B**	**Alternate No. 1C Provide Shade Structure Type 1C**	**Alternate No. 2A** Provide Shade Structure Type 2A	**Alternate No. 2B Provide Shade Structure Type 2B**	**Alternate No. 2C Provide Shade Structure Type 2C**	**Alternate No. 3** Replace Chain Link Fence	**Alternate No. 4** Add Ninja Cross System	**Alternate No. 5** Add Integration of Emergency Lighting	
Russell Construction	x	x	x	x	x	x	x	$ 21,186,000.00	$ 255,100.00	$ 261,800.00	$ 311,300.00	$ 49,500.00	$ 4,500.00	$ 40,000.00	$ 133,165.00	$ 90,620.00	$ 102,900.00	$ -
General Constructors Inc.	x	x	x	x	x	x	x	$ 19,252,000.00	$ 168,000.00	$ 170,000.00	$ 176,000.00	$ 83,000.00	$ 62,000.00	$ 740.00	$ 104,000.00	$ 96,000.00	$ 95,115.00	$ -
Tricon Construction Group	x	x	x	x	x	x	x	$ 24,820,000.00	$ 290,000.00	$ 434,000.00	$ 210,000.00	$ 350,000.00	$ 410,000.00	$ 250,000.00	$ 147,200.00	$ 212,900.00	$ 97,000.00	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Tel 515.288.3141
Fax 515.288.8631
www.rdgusa.com
RDGIA Inc

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 2nd day of May in the year 2023

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

The City of Bettendorf

1609 State Street

Bettendorf, IA 52722

Phone Number: 563.344.4111

and the Contractor:

(Name, legal status, address and other information)

GENERAL CONSTRUCTORS, INC.

Dan Ward - President

480 42nd Street

Bettendorf, IA 52722

dward@generalconstructors.com

Phone Number: (563) 359-4543 Ext. 122

for the following Project:

(Name, location and detailed description)

Middle Park Landing (Aquatic Facility Phase 1 & 1A)

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Bettendorf, Iowa

The Architect:

(Name, legal status, address and other information)

RDG Planning & Design, Inc. (R3005.325.01)

301 Grand Avenue, Des Moines, IA 50309

515.288.3141

The Owner and Contractor agree as follows.

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

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ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

May 3rd, 2023.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ Not later than _____ (N/A) calendar days from the date of commencement of the Work.

☐ By the following date: As Described in 2.3.2.

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	**Substantial Completion Date**
Phase 1.	May 8th, 2024
Phase 1A	April 25th, 2025

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

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ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 3.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Ninteen Million Two Hundred Fifty Two Thoundand Dollars ($19,252,000), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not applicable.

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Replace unsuitable soils with rock	Quantity in exess of 2,500 tons	$40 per Ton of Rock

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§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
Total unsuitable soils removeal and replaced with stone to include in base bid = 2,500 tons of rock as specified in Section 31 23 00 "Excavation and Backfill (Site)"	_____

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

Not applicable.

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

Not applicable.

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§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (not applicable) (N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

Not applicable.

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not applicable.

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Not applicable.	Not applicable.	Not applicable.

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Not applicable.	Not applicable.

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Not applicable.

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§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Not applicable.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not applicable.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 30 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30 day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

(5%)

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§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

NA Percent (NA%)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Not applicable.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 21.6 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

Not applicable.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

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ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

Insert date.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not applicable.	Not applicable.	Not applicable.	Not applicable.

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
See attached Exhibit.	Not applicable.	Not applicable.	Not applicable.

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See attached Exhibit.	Not applicable.	Not applicable.

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Not applicable.	Not applicable.	Not applicable.

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Not applicable.

☐ The Sustainability Plan:

Title	Date	Pages
Not applicable.	Not applicable.	Not applicable.

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not applicable.	Not applicable.	Not applicable.	Not applicable.

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Not applicable.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in

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the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

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§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.6.1 Instruments of Service transmitted in digital form or any other information or documentation transmitted in digital form are not Contract Documents. Discrepancies may exist between digital data files and corresponding hard-copy Contract Documents including, but not limited to, subsequent modifications to the Contract Documents. In the event of a conflict between the Contract Documents and the digital data files, the Contract Documents shall govern. Users of digital data files shall be responsible for confirming the accuracy and completeness of the files relative to current Contract Documents.

§ 7.6.2 Data contained in Architect provided digital data files, at the time of transfer to third parties, are part of the Architect's Instruments of Service and shall not be used by anyone receiving this data for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by others is prohibited. Users of these digital data files shall agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action or any nature against the Architect, its officers, consultants, directors, agents, and sub-consultants, and any employees of them, that may arise out of or in connection with use of these digital data files. Furthermore, users shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect, its officers, consultants, directors, agents, and sub-consultants, and any employees of them, from and against any and all claims, causes of action, damages, liabilities and costs, including, but not limited to, reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these digital data files.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™– 2013, Building Information Modeling and Digital Data Exhibit, and the requisite ~~AIA Document G202™–2013, Project Building Information Modeling Protocol Form~~ RDG BIM Project Execution Plan, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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§ 7.8.1 The terms and conditions of the Contract Documents, including but not limited to the General Conditions and Division 01 Specification Sections, apply to all Sections of the Specifications.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

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§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the

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Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.1.4 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

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§ 9.3.3.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution as it would have provided for the product specified;

.3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and

.4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.5.1 Bidders/Contractors shall be responsible for informing themselves of and adherence to tax laws, requirements, regulations, and interpretations as they apply to this project.

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§ 9.6 Permits, Fees, Notices and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site. The Contractor shall secure and arrange for all necessary utility connections.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

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§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.9.4 The Architect's and its consultant's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

§ 9.9.5 The Architect and its consultant's review of Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect shall entitle the Owner to deduct from the Contract Sum amounts paid to the Architect for review of such out of sequence submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and their agents and employees ~~of any of them~~ from and against any and all claims, causes of actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from ~~the~~ performance or prosecution of the Work by the Contractor, its Subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its Subcontractors, agents, or employees in the performance of any duties imposed by the contract or by law; provided that such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) is ~~but only to the extent~~ caused in whole or in part by any fault, ~~by the negligent acts~~ negligence, act, or omissions of the Contractor, ~~a~~ any Subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts ~~they~~ any of them may be liable, and including any of their employee's injury or damages caused in whole or in part by the negligence of the same employee ~~regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder~~. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right~~s~~ or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

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§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to recommend that the Owner reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

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§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.2.2 Contractor shall comply with the following provisions in determining any change in contract cost.

.1 For the Prime Contractor, any changes or additions to the work which involve extra cost and for which the additional cost is determined by mutual agreement on a lump sum amount, shall be handled on the basis of net cost plus 10 percent; this percentage shall include overhead and profit. 'Cost' shall include all items of material and labor, including pro rata charge for foreman, use of power tools and equipment (for the time actually used), power, bond premium, liability, compensation, insurance, and automobile insurance. Social security insurance, old age, and unemployment insurance may be considered as cost, but these items will not carry the 10 percent for overhead and profit. When requested, the Contractor shall furnish evidence of net cost by means of invoices and certified time records;

.2 When the Prime Contractor seeks the work of a change order through the quotation of a subcontractor(s), the cost submitted to the Owner will list a total maximum of 15 percent overhead and profit for all Contractors. Ten percent (10%) overhead and profit will be allowed for the Contractor actually performing the work. The remaining 5 percent will be allowed for coordination of the work by the Prime Contractor.

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.3 Changes in the work involving credits for work not performed shall be made on the basis of total cost. Contractor mark-up for profit and overhead shall be included in the construction cost change.

.4 The Contractor shall furnish to the Architect an itemized breakdown of quantities and prices on all changes. Degree and detail of breakdown shall be at the Architect's discretion, but, in general, shall be in such detail appropriate to the size and scope of the change so as to allow timely and meaningful evaluation.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by ~~labor disputes,~~ fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

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ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

.1 the documents enumerated in Article 6, including all Modifications thereto;

.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;

.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and

.5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

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§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

§ 15.3.1.1 Until the Work is 50 percent (50%) substantially complete, the Owner shall pay 90 percent (90%) of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent (50%) substantially complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Architect, and in the absence of other good and sufficient reasons, the Architect will (on presentation by the Contractor of Consent of Surety for each Application) authorize any remaining partial payments to be paid in full.

§ 15.3.1.2 The full Contract retainage may be reinstated of the manner of completion of the Work and its progress do not remain satisfactory to the Architect (or if the Surety withholds its consent), or for other good and sufficient reasons.

§ 15.3.1.1 Until final payment, the Owner shall pay 90 percent (90%) of the amount due the Contractor on account of the progress payments. For each Work category shown to be 50 percent (50%) or more complete in the Application for Payment, the Architect will, without reduction of previous retainage, certify any remaining progress payments for each Work category to be paid in full.

§ 15.3.1.1 Until Substantial Completion, the Owner will pay 95 percent (95%) of the amount due the Contractor on account of progress payments.

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§ 15.3.1.1 The Owner will retain five percent (5%) of each Application for Payment in accordance with the following:

.1 Retainage will be held until completion and final acceptance of the Work.

.2 The Owner will continue to hold double the total amount of all claims on file and the estimated value of incomplete work.

§ 15.3.1.1 The Owner will retain five percent (5%) of each Application for Payment in accordance with Section 573.12 of the Code of Iowa:

.1 Retainage will be held 30 days after completion and final acceptance of the Work, unless otherwise requested by the Contractor in accordance with Section 573.28 of the Code of Iowa.

.1 At the end of the 30 day period, the Owner will continue to hold double the total amount of all claims on file and the estimated value of incomplete work.

.2 A request for early release of retained funds will only be considered upon completion of the following:

.1 Substantial Completion of the Work substantiated by an executed Certificate of Substantial Completion.

.2 Notification to all known suppliers, subcontractors, and sub-subcontractors of the Contractors intent to request a release of retained funds in compliance with Section 26.13 of the Code of Iowa.

.3 Receipt of an itemized, tabulated list prepared by the Contractor of all incomplete or nonconforming work items, including valuation of each work item listed. Include separate columns for labor and material for each item listed. Upon approval, this list shall be incorporated into the Schedule of Values for subsequent payment applications. All values shall be listed as double the estimated value of work item.

.4 G706 – Contractor's Affidavit of Payment of Debts and Claims.

.5 G706A – Contractor's Affidavit of Release of Liens.

.6 G707 – Consent of Surety to Final Payment.

.7 Evidence of continuation of liability coverage, including coverage for completed operations in accordance Section 17.1.

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§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the

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Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

.1 The Architect shall not be required to make inspections to determine Substantial Completion when the Work is not sufficiently complete or will result in extensive lists of items to be completed or corrected. When the Work is not sufficiently complete and such inspections are requested by the Contractor or are necessary to allow Owner occupancy by the required substantial completion date, the Owner shall have the right to deduct from the Contract Sum amounts paid to the Architect for additional services to conduct such inspections.

.2 The Architect's inspection of any portion of the Work to determine whether such portion of the Work is substantially complete will be limited to an initial inspection and one (1) re-inspection. Additional re-inspections will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for such additional re-inspections.

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§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in ~~the~~ such Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents~~.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

.1 The Architect's inspection of the Work to determine whether the Work is acceptable for Final Completion and Final Payment will be limited to one (1) inspection. Additional re-inspections will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for such additional re-inspections.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

.1 liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

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ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to the negligent acts, errors, or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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§ 16.2.2 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

Not applicable.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars ($1,000,000) each occurrence, two million dollars ($2,000,000) general aggregate, and two million dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 9.15.

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§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five hundred thousand dollars ($500,000) per claim and one million dollars ($1,000,000) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than five hundred thousand dollars ($500,000) per claim and one million dollars ($1,000,000) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during

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the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Not applicable.	Not applicable.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the

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insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	**Limits**
Not applicable.	Not applicable.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

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§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located~~, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6~~.

§ 19.2.1 Compliance with Law Provision

The Contractor agrees that to comply with all applicable Federal, State, and local laws, statutes, codes, rules, and regulations having jurisdiction over the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, Parts 1910 and 1926 as amended and as enforced by the law of state in which the Project is located.

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§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Brent Morlok

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Dan Ward

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

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ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.3.1 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 21.3.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, ~~unless~~ if the parties mutually agree ~~otherwise~~, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation

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shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~ Not used.

§ 21.7 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~ Not used.

§ 21.8 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~ Not used.

§ 21.9 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof~~. Not used.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Robert Gallagher	
Mayor, City of Bettendorf	
(Printed name and title)	*(Printed name and title)*

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COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Ordinance amending Bettendorf City Code Section 6-1-322(A)(2), "Vehicles Entering Stop Intersection" by adding a stop sign intersection on Devils Glen Road at Hopewell Avenue and on Forest Grove Drive at Devils Glen Road.

Explanation
Due to the current construction on Forest Grove Dr. and Middle Rd., a detour is in effect which has greatly increased the traffic on Devils Glen Rd. north of 53rd Ave. This is causing significant backups for drivers wanting to turn left from Hopewell Ave. onto Devils Glen Rd., as well as from Devils Glen Rd. onto Forest Grove Dr. Additionally, there is a mid-block crosswalk that serves a large number of children walking to Hopewell Elementary just north of the intersection of Devils Glen Rd. and Hopewell Ave., which is being affected. To address these issues, Engineering staff has consulted with the Police Department and is recommending both of these intersections be converted to full stop controlled intersections. Upon completion of the detour, staff will re-evaluate whether the stop control will remain at Devils Glen Rd. and Forest Grove Dr. given that is planned for a new traffic signal in 2024. Staff does anticipate keeping the stop control in place for Devils Glen Rd. and Hopewell Ave. permanently. It should be noted that in addition to the stop signs and pavement markings, a new crosswalk is being built at the Devils Glen Rd. and Hopewell Ave. intersection to replace the mid-block crossing.

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

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
The cost of publication and the erection of signs for this work is funded in the operations budget. The cost for the sidewalk and pavement markings will be absorbed within existing Community Improvement Program (CIP) projects.

List Attachments
Ordinance

ORDINANCE _____-23

ORDINANCE AMENDING BETTENDORF CITY CODE SECTION 6-1-322(A)(2), "VEHICLES ENTERING STOP INTERSECTION" BY ADDING A STOP SIGN INTERSECTION ON DEVILS GLEN ROAD AT HOPEWELL AVENUE AND ON FOREST GROVE DRIVE AT DEVILS GLEN ROAD

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

- Devils Glen Road at Hopewell Avenue
- Forest Grove Drive at Devils Glen Road

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

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

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

Passed, Approved and Adopted this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES

APRIL 18, 2023

The City Council of Bettendorf, Iowa met in regular session on April 18, 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 www.bettendorf.org/YouTube.

Council Members Present: Adamson, Brown, Connors, Naumann (Teams), Sechser, Baden, Palczynski
Presiding: Mayor Pro Tem Adamson

Mayor Gallagher and Mayor Pro Tem Naumann are both out of town, therefore, 4th Ward Alderman Greg Adamson was appointed by Council to preside over tonight's meetings at the Committee of the Whole meeting which was held at 6:45 p.m. just prior to its regular City Council meeting. Council Member Connors made a motion to appoint Mr. Adamson and Council Member Palczynski seconded the motion. Viva voce indicated all ayes.

Mayor Pro Tem Adamson opened the meeting with the Pledge of Allegiance followed by an Invocation given by Pastor Rich Pokora of All Saints Lutheran Church.

PROCLAMATION
Mayor Pro Tem Adamson read a proclamation proclaiming April 17–21, 2023, as National Work Zone Awareness Week in the Bettendorf community. Jeff Deppe, Illinois Vice President of the Quad City Federation of Labor AFL-CIO requested the proclamation.

PROCLAMATION
Mayor Pro Tem Adamson read a proclamation proclaiming April 23-29, 2023, as National Library Week, and April 25, 2023 at National Library Workers Day in the Bettendorf community. Library Director Jillian Aschliman thanked the Mayor Pro Tem Adamson and Council for the proclamation and continued support and expressed her gratitude for an awesome staff and their passion and dedication.

PROCLAMATION
Mayor Pro Tem Adamson read a proclamation proclaiming April 28, 2023, as Arbor Day in the Bettendorf community. Parks Manager Jason Manfull, Parks Advisory Board Member Bob Sartor and Bettendorf Trees Committee Members George Hallas and Scott Tunnicliff were on hand to receive the proclamation. Mr. Sartor thanked the Council for the proclamation and their continued support.

Mr. Sartor stated the City of Bettendorf was the recipient of MidAmerican Energy's Trees Please Grant Award and presented the Council with a $2,000 check from MidAmerican Energy for same. Mr. Sartor further stated the City of Bettendorf also received the Tree USA Award and Growth Award from the Arbor Day Foundation.

PUBLIC REQUESTS OF COUNCIL

Tom Stopulus of Maple Glen's Homeowners Association addressed the Council with the HOA's concerns of numerous kids gathering at the Kwik Star on Devils Glen Road blaring music and creating noise late at night. Police Chief Keith Kimball responded.

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

PUBLIC HEARING REGARDING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION BONDS, SERIES 2022A, OF BETTENDORF, IOWA

Finance Director Jason Schadt gave an explanation of the resolution. Mayor Pro Tem Adamson asked for any questions from Council. Council Member Sechser stated it's his understanding that the intent of this resolution is for the ice rink which he's supportive of, however, since the resolution is quite broad, he would like the minutes to reflect that in the event the monies are required at a later date for the pool, we have a separate resolution approving same. Finance Director Schadt agreed. Mayor Pro Tem Adamson verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Pro Tem Adamson 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 and approving the reallocation of certain unspent proceeds of the General Obligation Bonds, Series 2022A, of the City of Bettendorf, Iowa, and made a motion to approve the resolution as presented. Council Member Brown seconded the motion. Mayor Pro Tem Adamson asked for any discussion from Council. None presented. Roll call vote indicated Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); and Adamson (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE ADOPTION OF THE CITY OF BETTENDORF'S FY2023/24 BUDGET AND CERTIFICATION OF TAXES

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

RESOLUTION

Council Member Baden presented a resolution adopting the City of Bettendorf's FY2023/24 Budget and Certification of Taxes and the City's 5-year Capital Improvement Program and made a motion to approve the resolution as presented. Council Member Connors seconded the motion. Mayor Pro Tem Adamson asked for any discussion from Council. None presented. Roll call vote indicated Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); and Adamson (aye). The motion passed unanimously.

Council Member Naumann concluded his participation for the remainder of the meeting.

PUBLIC HEARING REGARDING THE 2023 PAVEMENT MARKINGS PROGRAM

City Engineer Brent Morlok gave an explanation of the resolution. Mayor Pro Tem Adamson asked for any questions from Council. Council Member Baden questioned staff and Mr. Morlok responded. Mayor Pro Tem Adamson verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Pro Tem Adamson 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 2023 Pavement Markings Program and made a motion to approve the resolution as presented. Council Member Connors seconded the motion. Mayor Pro Tem Adamson asked for any discussion from Council. None presented. Roll call vote indicated Brown (aye); Connors (aye); Sechser (aye); Baden (aye); Palczynski (aye); and Adamson (aye). The motion passed 6-0.

CONSENT AGENDA

Mayor Pro Tem Adamson asked for a motion to approve the Consent Agenda as presented. Council Member Sechser made a motion to approve the Consent Agenda as presented, and Council Member Brown seconded the motion. Mayor Pro Tem Adamson asked Council for any questions. Council Member Sechser thanked staff for their work on Items B and C, and Council Member Palczynski questions staff on Item G, and Community Engagement Manager Angie Sharp responded. Roll call vote indicated Brown (aye); Connors (aye); Sechser (aye); Baden (aye); Palczynski (aye); and Adamson (aye). The motion passed 6-0.

ADJOURNMENT

There being no further business, Council Member Connors made a motion to adjourn, and Council Member Palczynski seconded the motion. The meeting was adjourned at approximately 7:43 p.m.

_____

Mayor Robert S. Gallagher

Attest:

_____

City Clerk Decker P. Ploehn

CONSENT AGENDA
APRIL 18, 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 April 4, 2023 (Approve and Adopt)

B. Resolution awarding the contract and bond for the 2023 Alley Rehabilitation Program. (Approve and Adopt)

C. Resolution authorizing the Director of Public Works to issue a purchase order to ABCreative for the Meier Park Playground Equipment Replacement Project. (Approve and Adopt)

D. Resolution approving an appeal to the offer price for a home located at 2612 Greenway Drive (Lot 12, Hawthorne Hills Fourth Addition) as part of the Flood Grant Buyout Program (DR-4557-0045). (Approve and Adopt)

E. Resolution approving a Settlement Agreement and Release for ICAP Claim No. ICP058750A1. (Approve and Adopt)

F. Resolution appointing Derek Murphy to the City of Bettendorf's Human Rights Commission. (Approve and Adopt)

G. Resolution approving a Professional Services Agreement with ZenCity. (Approve and Adopt)

H. Resolution approving the Quad Cities Running Festival (½ Marathon – 7 Mile – 5k – Kids Dash) supporting LiveFit with Lupus to be held May 29, 2023. (Approve and Adopt)

I. Resolution approving liquor license renewals and requests for Oak Grove Tavern; The Tangled Wood; QC Mart (Middle Rd location); Isle of Capri Isle Center; Hilton Garden Inn; The Isle Marina Bar; Purgatory's Pub & Grill; Edison's Raw Bar; and California Burritos Mexican Grill. (Approve and Adopt)

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

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Jason Schadt, Finance Director

Item Title

Resolution setting a public hearing date to adopt the City's FY 22/23 final Budget Amendment.

Explanation

Attached, please find a resolution setting a public hearing date on May 18, 2023 at 7:00 p.m. to adopt the City's FY 22/23 final Budget Amendment. Budget Amendments must be formally adopted by resolution by May 31 each year to reflect Council action taken throughout the year, or the City will be in violation of the State code.

The FY 22/23 budget amendments reflect Council action already taken for the fiscal year through April 30 and anticipated Council action to be taken by June 30, 2023.

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

List Attachments

Resolution

RESOLUTION NO. _____- 23

Resolution setting Public Hearing Date to Adopt the City's FY 22/23 final Budget Amendment

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

That a public hearing will be held on May 18, 2023 at 7:00 p.m. in the Council Chambers of the City of Bettendorf, 1609 Sate Street, Bettendorf, Iowa to receive public input on the adoption of the FY 22/23 final Budget Amendment.

PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2023.

_____
Mayor, Robert S. Gallagher

Attest:

_____
Decker P. Ploehn

COUNCIL LETTER

MEETING DATE: May 2, 2023

REQUESTED BY: Kalissa Malin

Item Title

Resolution authorizing a Maintenance Contract with Northwest Mechanical for services under the Premier Preventative Maintenance Plan for the Waterfront Convention Center.

Explanation

Staff for the Isle, operator of the Waterfront Convention Center, has requested approval for an extension to the preventative maintenance contract for HVAC/mechanical services at the Waterfront. The cost of the annual contract is $46,142 and is paid from operating funds of the Waterfront. Northwest Mechanical is the original installer and has a history of maintenance services at the facility.

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

N/A

List Attachments

- Resolution
- Invoice
- Original Contract

RESOLUTION NO. _____- 23

RESOLUTION AUTHORIZING A MAINTENANCE CONTRACT FOR WATERFRONT CONVENTION CENTER

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa**,** that staff is hereby authorized to contract Northwest Mechanical to provide services under the Premier Preventative Maintenance plan for the Waterfront Convention Center for the annual contract price of $46,142.

PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Invoice

Northwest Mechanical Inc.

5885 Tremont Avenue
PO Box 2708
Davenport, IA 52809

Date: 2/13/2023
Invoice No.: 53311

Bill to: WATERFRONT CONVENTION CENTER
C/O ISLE OF CAPRI LLC
1800 ISLE PARKWAY
BETTENDORF, IA 52722

Customer ID: 20113

Service at: WATERFRONT CONVENTION CENTER (PO
2021 STATE STREET
BETTENDORF, IA 52722

Description: Agreement 1148 Billing #1 of 1

Reference: Agreement 1148

Terms: Net 30

PO Number:

Item	Description	Quantity	Unit Price	Amount
Agreement				
	Premier Prev Maint Contract	1.00	46,142.00	46,142.00
			Agreement Subtotal	**46,142.00**

Subtotal:	46,142.00
Sales Tax:	0.00
Total Due:	**46,142.00**

NORTHWEST
PLUMBING • HEATING • AC

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company

Northwest Mechanical, Inc.
5885 Tremont Avenue
Davenport, IA 52807

Ph: (563)-391-1344 Fax:

Proposal Date: 1/9/2020
Proposal Number: PP20003r
Agreement Number: _____

Bill To Identity

Isle of Capri Bettendorf LC
PO Box 1166
Bettendorf, Ia. 52722

Agreement Location

Waterfront Convention Center
2021 State St.
Bettendorf, Ia. 52722

Northwest Mechanical, Inc. will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: ***Premier Preventive Maintenance***

Schedules Included: *(Only Items Checked Apply)*

☑ Equipment Schedule	☐ Air Filter Service	☑ Water Treatment
☐ Building Automation	☐ Customized Service	☑ Special Conditions Service

Agreement coverage will commence on 2/1/2020 .

The Agreement price is $ 43,913.00 per year, payable in advanced installments of $ 43,913.00 per Annual beginning on the effective date of 2/1/2020 .

This Agreement is the property of Northwest Mechanical, Inc. and is provided for Customer's use only. Northwest Mechanical, Inc. guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 3 years and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Signature (Sales Consultant)

Accepted for Company By:
Signature

Name & Title

1/9/2020 (563)-391-1344
Date / Phone / Fax

Customer

Nancy Ballenger
Signature (Authorized Representative)

Nancy Ballenger
Name (Print/Type)

Vice President & Gen'l Manager
Title

1-13-20
Date

37815
1-13-20

This agreement provides the Customer with an ongoing, comprehensive preventive maintenance agreement. This agreement will be implemented, scheduled, administered, monitored, and kept current by the Service Provider. The service activities will be planned and scheduled, on a regular basis, by our comprehensive maintenance scheduling and tasking system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's expertise. The Customer will be kept informed of the agreement's status on a continuing basis utilizing a detailed Service Report, presented after each service visit for the Customer's review, approval signature and record.

SERVICE PROVIDER WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE FACILITY MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST the equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for motor winding resistance; excessive vibration; fan rpm; refrigerant charge; refrigerant oil (acid); water condition; flue gas analysis; safety controls, crankcase heaters; combustion and draft; control system(s), etc.
- INSPECTING for worn, failed, or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, tighten, calibrate, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING fan impellers & blades; coil surfaces; electrical contacts; burner orifices; passages and nozz pilot and igniter; cooling tower baffles, basin, sump and float; boiler, chiller and condenser tubes.
- ALIGNING belt drives; drive couplings; coil fins.
- CALIBRATING safety controls; temperature and pressure controls.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; burner fuel/air ratios; gas pressure; control setpoints and limits; compressor cylinder unloaders; damper close-off; sump floats.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.
- PAINTING, for corrosion control, as directed by our scheduling and tasking system and on an as-needed basis.

REPAIR AND REPLACE: On-Site labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: On-Site labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

1. Customer shall provide Northwest free and timely access to areas and equipment. Northwest shall not be required to move or alter any part of the building structure in order to perform its work under this Agreement. Customer shall allow Northwest to start and stop equipment if deemed necessary by Northwest to perform its work. Maintenance work performed under this Agreement will be performed during Northwest's normal working hours.
2. The annual Agreement price is provided and agreed to based upon the assumption and Customer's representation that the system(s) covered being in a maintainable condition. If Northwest determines during the initial inspection or initial seasonal start-up that the system(s) is/are not in maintainable condition and that repairs are required, a firm quotation will be submitted for Customer's approval. If Customer does not authorize the repairs, Northwest may in its sole discretion either remove the unacceptable system(s), component(s) or part(s) from its scope of work and adjust the annual agreement price accordingly or cancel this Agreement.
3. Northwest may adjust the annual Agreement price one year after the effective date of the Agreement and each year thereafter to account for increases in labor, materials and other costs.
4. Customer shall be responsible for all taxes on the services and/or materials provided under this Agreement.
5. Customer shall pay invoices within 30 days of receipt. Invoices not paid in that time shall be considered delinquent. If a payment becomes thirty (30) days or more delinquent, Northwest may stop all work under this Agreement without notice and/or cancel this Agreement, at its sole discretion, and the entire Agreement amount shall become due and payable immediately.
6. Customer shall not allow anyone other than Northwest's employees or contractors hired by Northwest to perform the work included in the scope of this Agreement. If Customers allows anyone else to perform such work, Northwest may, in its sole discretion, cancel this Agreement or remove the involved item of equipment from its scope of work under this Agreement.
7. Customer shall be liable for Northwest's attorneys' fees and court costs if legal action is taken arising out of or related in way to the parties' obligations under this Agreement if Northwest prevails in the legal action.
8. Customer agrees that the statute of limitations for bringing any claim, whether in tort, contract or otherwise, arising out of or related in any way to Northwest's obligations, shall be one (1) year. The statute of limitations period shall begin running at the earlier of either: (1) the date Customer knew or reasonably should have known of any act or omission giving rise to such a claim; or (2) the date on which Customer sustained any damage as a result of the alleged act or omission.
9. Northwest shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
10. Customer shall, to the fullest extent permitted by law, indemnify and hold Northwest and all of its agents and employees harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or related in any way to the performance of work under this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Northwest.
11. Northwest shall have no responsibility or liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or related in any way to Northwest's work under this Agreement.
12. Northwest shall not be responsible for the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. If such substances, wastes and materials are discovered, Northwest's sole obligation shall be to notify Customer of its or their existence. Northwest may suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL NORTHWEST BE RESPONSIBLE FOR PROPERTY DAMAGE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL OR INDIRECT DAMAGES THAT MAY OCCUR AS THE RESULT OF ANY FAILURE OF THE HVAC SYSTEM(S).
14. This Agreement does not cover repair or replacement of parts that are not maintainable, as determined solely in Northwest's discretion. Repair or replacement of non-maintainable parts such as ductwork, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, piping, condenser coils, tube bundles, valve bodies, structural supports, oil storage tanks and similar items are excluded. If Northwest provides a service call at Customer's request, and Northwest's inspection determines that the condition creating the need for the call is not covered by this Agreement, Northwest shall charge Customer for the service call and any necessary repairs at Northwest's standard rates then in effect.
15. The parties agree Northwest is not responsible for the design of the systems covered under this Agreement, nor shall it be responsible for the repair of any parts or systems that are obsolete, as determined solely by Northwest's discretion. The parties further agree this Agreement does not require Northwest to perform any safety tests, remove or reinstall valve bodies or dampers, repair or replace any parts or systems necessitated by any weather event or Act of God, electrical failure, low water pressure, vandalism, misuse or abuse of the system, negligence of the Customer or others, requirements of any governmental agency, or other causes beyond Northwest's control.
16. The parties agree that nothing in this Agreement is intended to or does create or confer upon others the status of being a third-party beneficiary to this Agreement and further provide that no such party shall have that status under this Agreement.

Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
	Package Unit(s)					
1	Mini Split 01	Misubishi	PUY-A12NHA2		1 Tons	Split
	1 - Supply Fan Motor				0.25 HP	
	1 - Heating Section					
	*** Split System ***					
	1 - Compressor				1 Tons	
	1 - Condenser Fan Motor				0.25 HP	
1	Mini Split 02	Misubishi	PUY-A12NHA2		1 Tons	Split
	1 - Supply Fan Motor				0.25 HP	
	1 - Heating Section					
	*** Split System ***					
	1 - Compressor				1 Tons	
	1 - Condenser Fan Motor				0.25 HP	
1	Mini Split 03	Mitsubishi	PUY-A36NHA		3 Tons	Split
	1 - Supply Fan Motor				0.25 HP	
	1 - Heating Section					
	*** Split System ***					
	1 - Compressor				3 Tons	
	1 - Condenser Fan Motor				0.25 HP	
1	RTU 01	Trane	SFHGD134P	C08A00741	120 Tons	Roof
	2 - Supply Fan Motors				25 HP	
	1 - Heating Section					
	8 - Compressors				15 Tons	
	12 - Condenser Fan Motors				1 HP	
1	RTU 02	Trane	SFHGD134P	C08A01060	120 Tons	Roof
	2 - Supply Fan Motors				25 HP	
	1 - Heating Section					
	8 - Compressors				15 Tons	
	12 - Condenser Fan Motors				1 HP	
1	RTU 03	Trane	YCD330A4H	C08A00685	27.5 Tons	Roof
	1 - Supply Fan Motor				10 HP	
	1 - Heating Section					
	1 - Compressor				15 Tons	
	1 - Compressor				12.5 Tons	
	3 - Condenser Fan Motors				1 HP	
1	RTU 04	Trane	YCD600A4H	C08A00686	45 Tons	Roof

Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
	1 - Supply Fan Motor				20 HP	
	1 - Heating Section					
	3 - Compressors				15 Tons	
	4 - Condenser Fan Motors				1 HP	
1	RTU 05	Trane	YCD360A4H	C08A00687	30 Tons	Roof
	1 - Supply Fan Motor				10 HP	
	1 - Heating Section					
	2 - Compressors				15 Tons	
	3 - Condenser Fan Motors				1 HP	
1	RTU 06	Trane	YCH151C4H	817100745D	12 Tons	Front Below Roof
	1 - Supply Fan Motor				3 HP	
	1 - Heating Section					
	2 - Compressors				6 Tons	
	2 - Condenser Fan Motors				0.5 HP	
1	PC Workstation	Trane				
1	Building Control Unit					
1	MP581 w/Expansion Module					
14	MP501 UCM					
2	MP503 UCM					
1	Web Server					
5	RTU UCM					
40	VAV Box/UCM					
Var	End Devices/Sensors					
Var	Valves/Dampers/Actuators					
1	Hot Water Boiler 01	Fulton	PHW2000	PV685PG		Boiler Rm
1	Hot Water Boiler 02	Fulton	PHW2000	PV686PG		Boiler Rm

We will test and inspect the water treatment for the boiler.

This proposal represents an initial one (1) year term. The escalation rate in year 2 or 3 is guaranteed not to exceed 4%. The Isle of Capri must approve of the escalation before the contract moves into year 2 or 3.

Preventive maintenance service will be provided on a quarterly basis on the listed mechanical equipment. Isle of Capri personnel will be responsible for changing air filters and belts and cleaning the coils on the listed equipment. Control coverage will include on-site physical review of all control components, except the (40) VAV boxes, once a year. Electronic review of all control components will be completed three (3) times per year including the 40 VAV boxes.

Waterfront Convention Center will provide a lift to access covered equipment that is not safely accessible by ladder.

Also, if a crane or helicopter is required to lift a part to the roof, it is not included in this agreement.

Any work approved by Isle of Capri, which is outside the scope of this agreement, will be invoiced at our preferred customer labor rate, plus parts and truck charge.

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Mark Garrow, Transit/Garage Manager

Item Title

Resolution setting the date for a public hearing on the FY2023 application for Federal Transit Administration Section 5307 financial assistance.

Explanation

Each year, the Bi-State Regional Commission sub-allocates Federal Transit Administration (FTA) Section 5307 funds for the three Quad Cities Area fixed-route transit systems.

Each year the City of Bettendorf amends its Section 5307 grant with FTA to incorporate the amount of funding needed for the subsequent Fiscal Year (in accordance with the approved City budget). The FTA funds are then used to offset costs for operations, capital, planning, preventive maintenance, and Americans with Disabilities Act (ADA) operations for the transit system. Any unobligated Section 5307 funds in a particular year can be used toward recurring eligible expenses in a future year or for a specific capital project.

A grant amendment must be submitted in order to obtain this funding. The City has FFY2018 ($504,132) Section 5307 funds to be obligated in a capital grant. These funds are reimbursed at an 80% federal match, except for ADA operations which is 50% match.

Section 5307 Funds - $837,236 ($504,132 Federal/$333,104 Local)

The FTA requires a public hearing be held to allow persons the opportunity to speak in favor of, or in opposition to the grant application. The public hearing is to be published at least thirty (30) days prior to the public hearing.

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

List Attachments

Resolution

RESOLUTION NO: _____-23

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE FY2023 APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FINANCIAL ASSISTANCE

WHEREAS, the United States Secretary of Transportation is authorized to award Grants for mass transportation projects; and

WHEREAS, the City of Bettendorf is an eligible grant recipient and these projects are eligible mass transportation grant projects; and

WHEREAS, the Federal Transit Administration requirements include holding a public hearing to allow persons the opportunity to speak in favor of, or in opposition to, the submission of a grant.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the Council will conduct a public hearing on the advisability of submitting an application for Federal Transit Administration Section 5307 Assistance in the amount of $504,132 to be used for operations, capital, planning, preventive maintenance, and Americans with Disabilities Act (ADA) operations for the transit system needs of the Bettendorf Transit System, in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock PM, Central Daylight Time, on the 6th day of June, 2023 and the City Clerk is hereby instructed to give notice of said hearing, said notice is to be published at least once as provided by law, not less than (30) thirty days before the date of the hearing.

Passed, Approved, and Adopted this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Mark Garrow, Transit/Garage Manager

Item Title
Resolution setting the date for a public hearing on the FY2023 application for Federal Transit Administration Section 5310 financial assistance.

Explanation
Each year, the Bi-State Regional Commission sub-allocates Federal Transit Administration (FTA) Section 5310 funds for the three Quad Cities Area fixed-route transit systems.

A grant must be submitted in order to obtain this funding. The City has FFY2023 Section 5310 funds that need to be obligated in a capital grant. These funds are being proposed for reimbursement of ADA operations for FY2023-FY2024. Funding utilized for operations is reimbursed at 80% federal match.

Section 5310 Federal funds - $63,819 ($51,055 Federal/$12,764 Local)

The FTA requires a public hearing be held to allow persons the opportunity to speak in favor of, or in opposition to the grant application. The public hearing is to be published at least thirty (30) days prior to the public hearing.

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

List Attachments
Resolution

RESOLUTION NO: _____-23

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE FY2023 APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5310 FINANCIAL ASSISTANCE

WHEREAS, the United States Secretary of Transportation is authorized to award Grants for mass transportation projects; and

WHEREAS, the City of Bettendorf is an eligible grant recipient and these projects are eligible mass transportation grant projects; and

WHEREAS, the Federal Transit Administration requirements include holding a public hearing to allow persons the opportunity to speak in favor of, or in opposition to, the submission of a grant.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the Council will conduct a public hearing on the advisability of submitting an application for Federal Transit Administration Section 5310 Assistance in the amount of $51,055 to be used for ADA 3rd party contracted services for the needs of the Bettendorf Transit System, in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock PM, Central Daylight Time, on the 6th day of June, 2023 and the City Clerk is hereby instructed to give notice of said hearing, said notice is to be published at least once as provided by law, not less than (30) thirty days before the date of the hearing.

Passed, Approved, and Adopted this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution awarding the contract and approving the contract and bond for the 2023 Pavement Markings Program.

Explanation
The proposed improvements consist of painting pavement markings on various streets throughout the City. The markings include edge lines, centerlines, barrier lines, double yellow lines, and turn lane lines at intersections, crosswalks, and symbols.

Bids were received on April 25, 2023. Ostrom Painting & Sandblasting, Inc. of Rock Island, Illinois was the low bidder of two (2) bids received. Bids ranged from the high of $482,175.00 to the low of $211,248.20, which is 3.98% below the engineer's estimate of $220,000.00.

Staff is requesting a contingency be authorized in addition to the low bid total to cover any unforeseen need for additional markings that may arise.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
This project (RU0044) was approved with a total budget of $220,000 within the Community Improvement Program (CIP).

List Attachments
Resolution, Bid Tabulation, and Contract.

RESOLUTION NO. _____-23

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT AND BOND FOR THE 2023 PAVEMENT MARKINGS 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 Pavement Markings Program

WHEREAS, bids were accepted for the construction of the above project on the 25th day of April, 2023, with Ostrom Painting & Sandblasting, Inc. submitting the lowest responsible bid in the amount of $211,248.20 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 Ostrom Painting & Sandblasting, Inc. is hereby accepted for the 2023 Pavement Markings Program in the amount of $211,248.20.

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 $220,000, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

2023 Pavement Markings Program				Ostrom Painting & Sandblasting, Inc.		Iowa Plains Signing, Inc	
				Total Price	$211,248.20	Total Price	$482,175.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Pavement Markings, 4" White	172000	LF	**$0.14**	$24,080.00	$0.30	$51,600.00
2	Pavement Markings, 4" Yellow	309000	LF	**$0.14**	$43,260.00	$0.30	$92,700.00
3	Pavement Markings, 8" White	700	LF	**$0.42**	$294.00	$0.45	$315.00
4	Pavement Markings, 8" Yellow	6400	LF	**$0.42**	$2,688.00	$0.45	$2,880.00
5	Crosswalk Lines, 6" White	4700	LF	**$1.06**	$4,982.00	$1.20	$5,640.00
6	Crosswalk Lines, 8" White	2600	LF	**$2.91**	$7,566.00	$6.00	$15,600.00
7	Crosswalk Lines 12" White	140	LF	**$3.18**	$445.20	$6.00	$840.00
8	Painted Stop Bars, 24" White	6200	LF	**$2.91**	$18,042.00	$6.00	$37,200.00
9	Pavement Markings, Symbols	730	EA	**$56.65**	$41,354.50	$135.00	$98,550.00
10	Painted Crosswalk, 2'x7'	365	EA	**$37.13**	$13,552.45	$135.00	$49,275.00
11	Painted Crosswalk, 2'x10'	150	EA	**$53.05**	$7,957.50	$135.00	$20,250.00
12	Painted Crosswalk, 3'x7'	680	EA	**$55.70**	$37,876.00	$135.00	$91,800.00
13	Painted Crosswalk, 3'x10'	115	EA	**$79.57**	$9,150.55	$135.00	$15,525.00

FORM OF CONTRACT

THIS CONTRACT, made the 2nd day of May , A.D., 2023, by and between Ostrom Painting & Sandblasting, 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 Pavement Markings Program**, all in strict accordance with the plans and specifications, including any and all addenda prepared by the Engineering Division of 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:

$211,248.20

Two Hundred Eleven Thousand, Two Hundred Forty-Eight Dollars and 20/100

computed as follows:

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Pavement Markings, 4" White	172,000	LF	$0.140	$24,080.00
2	Pavement Markings, 4" Yellow	309,000	LF	$0.140	$43,260.00
3	Pavement Markings, 8" White	700	LF	$0.42	$294.00
4	Pavement Markings, 8" Yellow	6,400	LF	$0.42	$2,688.00
5	Crosswalk Lines, 6" White	4,700	LF	$1.06	$4,982.00
6	Crosswalk Lines, 8" White	2,600	LF	$2.91	$7,566.00
7	Crosswalk Lines, 12" White	140	LF	$3.18	$445.20
8	Painted Stop Bars, 24" White	6,200	LF	$2.91	$18,042.00
9	Pavement Markings, Symbols	730	EA	$56.65	$41,354.50
10	Painted Crosswalk, 2'x7'	365	EA	$37.13	$13,552.45
11	Painted Crosswalk, 2'x10'	150	EA	$53.05	$7,957.50
12	Painted Crosswalk, 3'x7'	680	EA	$55.70	$37,876.00
13	Painted Crosswalk, 3'x10'	115	EA	$79.57	$9,150.55
				Total Base Bid:	**$211,248.20**

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 by August 25, 2023.

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

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) Supplemental Special Conditions
3) Supplemental General Conditions
4) General Conditions
5) City of Bettendorf Standard Drawings
6) City of Bettendorf Standard Specifications
7) Specifications
8) Contract With The City
9) Contractor's Proposal
10) Notice To Bidders
11) Instruction To Bidders
12) 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.

Ostrom Painting & Sandblasting, Inc.
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

_____
Title

ATTEST:

CITY OF BETTENDORF, IA

_____
Robert S. 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____.

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Brian Fries, P.E., Assistant City Engineer

Item Title
Resolution awarding the contract and approving the contract and bond for the 2023 Sidewalk Repair Program.

Explanation
This project consists of removing and replacing 4-inch and 6-inch thick P.C.C. sidewalk and ADA curb ramps to ensure compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Work includes removal and replacement of existing P.C.C. sidewalk, driveway and curb ramps, installing detectable warning tile at ADA curb ramps, sidewalk curb, P.C.C. curb and gutter removal and replacement and reshaping disturbed areas and grades including 4-inch deep select topsoil and related fertilizing, sodding and watering.

Bids were received on April 25, 2023. AmeriCore, LLC of Blue Grass, Iowa was the low bidder of two (2) bids received. Bids ranged from the high of $184,889.00 to the low of $169,602.24, which is 3.0% below the engineer's estimate of $175,000.00.

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

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
This project (PW0549) was approved with a total budget of $175,000 within the Community Improvement Program (CIP).

List Attachments
Resolution, Bid Tabulation, and Contract.

RESOLUTION NO. _____-23

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT AND BOND FOR THE 2023 SIDEWALK REPAIR PROGRAM

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

2023 Sidewalk Repair Program

WHEREAS, bids were accepted for the construction of the above project on the 25th day of April, 2023, with AmeriCore, LLC submitting the lowest responsible bid in the amount of $169,602.24 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 AmeriCore, LLC is hereby accepted for the 2023 Sidewalk Repair Program in the amount of $169,602.24.

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 $180,000, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	2023 Sidewalk Repair Program			AmeriCore, LLC		Kelly Construction of Davenport, Inc.	
				Total Price	$169,602.24	Total Price	$184,889.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Pavement and Sidewalk Removal	7240	SF	**$3.00**	$21,720.00	$3.25	$23,530.00
2	Horizontal Saw Cut	249	LF	$35.00	$8,715.00	**$27.00**	$6,723.00
3	P.C.C. Sidewalk, 4-inch	7458	SF	**$13.00**	$96,954.00	$14.50	$108,141.00
4	P.C.C. Pavement, 6-inch	45	SY	**$110.00**	$4,950.00	$117.00	$5,265.00
5	P.C.C. Sidewalk Curb, 6-inch	15	LF	**$10.00**	$150.00	$28.00	$420.00
6	P.C.C. Curb and Gutter, 30-inch	12	LF	**$55.00**	$660.00	$72.00	$864.00
7	Modular Block Retaining Wall	100	SF	**$25.00**	$2,500.00	$60.00	$6,000.00
8	Detectable Warning Surfaces at ADA Ramps	440	SF	**$50.00**	$22,000.00	**$50.00**	$22,000.00
9	Select Topsoil, 4-inch	362	SY	$16.50	$5,973.00	**$12.00**	$4,344.00
10	Sodding and Fertilizing	362	SY	$16.50	$5,973.00	**$15.00**	$5,430.00
11	Flexible Growth Medium	362	SY	**$0.01**	$3.62	$5.00	$1,810.00
12	Chemical Spray Application	362	SY	**$0.01**	$3.62	$1.00	$362.00

FORM OF CONTRACT

THIS CONTRACT, made the 2nd day of May, A.D., 2023, by and between **AmeriCore, LLC**, 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 Sidewalk Repair Program,** all in strict accordance with the plans and specifications, including any and all addenda prepared by the Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

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

One Hundred Sixty-Nine Thousand, Six Hundred Two Dollars and 24/100 ($169,602.24)

computed as follows:

Item	Item Description	Units	Quantity	Unit Price	Total Price
1	Pavement and Sidewalk Removal	SF	7,240	$ 3.00	$ 21,720.00
2	Horizontal Saw Cut	LF	249	$ 35.00	$ 8,715.00
3	P.C.C. Sidewalk, 4-inch	SF	7,458	$ 13.00	$ 96,954.00
4	P.C.C. Pavement, 6-inch	SY	45	$ 110.00	$ 4,950.00
5	P.C.C. Sidewalk Curb, 6-inch	LF	15	$ 10.00	$ 150.00
6	P.C.C. Curb and Gutter. 30-inch	LF	12	$ 55.00	$ 660.00
7	Modular Block Retaining Wall	SF	100	$ 25.00	$ 2,500.00
8	Detectable Warning Surfaces at ADA Ramps	SF	440	$ 50.00	$ 22,000.00
9	Select Topsoil, 4-inch	SY	362	$ 16.50	$ 5,973.00
10	Sodding & Fertilizing	SY	362	$ 16.50	$ 5,973.00
11	Flexible Growth Medium	SY	362	$ 0.01	$ 3.62
12	Chemical Spray Application	SY	362	$ 0.01	$ 3.62
				Total Base Bid:	**$ 169,602.24**

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

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

ARTICLE V. CONTRACT TIME- The bidder to whom the Contract is awarded shall commence work on or after June 2, 2023 and no later than the date to begin work set forth in a Notice to Proceed from the City or its authorized representative, to the Contractor. All work shall be done in strict compliance with the plans and specifications prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work on this contract shall be completed within 90 calendar days from the agreed upon start date, or by October 15, 2023, whichever comes first. The beginning and completion dates will be included in and made part of the contract between the successful bidder and the City. Liquidated damages in the amount of Five Hundred Dollars and no/100 ($500.00) per calendar day shall be charged for every day past the completion date.

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

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

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

AmeriCore, LLC
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

Title

CITY OF BETTENDORF, IA

_____
Robert S. Gallagher
Mayor

ATTEST:

_____
Decker P. Ploehn
City Clerk

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

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Brian Fries, P.E., Assistant City Engineer

Item Title
Resolution approving a professional services agreement with MSA Professional Services, Inc. for the Tanglewood Road Sanitary Sewer Extension Project.

Explanation
Single family homes in the Tanglewood Hills 1st Addition, located on the south side of Tanglewood Rd. west of Middle Rd., are currently served by septic systems. During the development of the adjacent Quail Hollow Addition, Engineering staff had the developer dedicate a sanitary sewer easement along the rear of that addition to allow for this project to be constructed as there were no easements in place from the Tanglewood Hills Addition. Staff received a signed petition from the residents requesting that sanitary sewer be extended from Tanglewood Hills Drive to serve their homes by gravity sewer, once the easement was in place. A proposed cost share would be implemented for this project, with the City providing the funding for entire project including the installation of the main as well as the service lateral connections to the homes and disconnection of the septic systems. The residents would then be responsible to reimburse the City for the lateral and disconnection either by direct payment or assessment.

MSA Professional Services, Inc. has designed several municipal projects for the City and staff believes they are the well suited for this particular project. The scope of services for this agreement includes final construction design, construction staking, as well as homeowner coordination for the project.

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 (SW0097) was approved with a total budget of $400,000.00 within the Community Improvement Program (CIP).

List Attachments
Resolution; Professional Services Agreement.

RESOLUTION NO. _____-23

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES, INC. FOR THE TANGLEWOOD ROAD SANITARY SEWER EXTENSION PROJECT

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Tanglewood Road Sanitary Sewer Extension Project; and

WHEREAS, the firm of MSA Professional Services, Inc. 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 MSA Professional Services, Inc. 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 $36,000.00.

Passed, Approved and Adopted this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Professional Services Agreement

This AGREEMENT (Agreement) is made today April 18, 2023 by and between CITY OF BETTENDORF (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Bettendorf
Tanglewood Hills 1st Addition Sanitary Sewer

The scope of the work authorized is: See Attachment A

The schedule to perform the work is: Approximate Start Date:

Approximate Completion Date:

The lump sum fee for the work is: $36,000
The retainer amount required is: 0.00
NOTE: The retainer will be applied toward the final invoice on this project.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF BETTENDORF

_____

Date:_____

Clerk Name:_____
Printed

_____
Signature
Date:_____

4403 Devil's Glen Road
Bettendorf, Iowa 52722
Phone: (563) 344-4000

MSA PROFESSIONAL SERVICES, INC.

Kevin R Bailey

Kevin Bailey, P.E.
Team Leader

Date: April 19, 2023

2117 State Street, Suite 200
Bettendorf, Iowa 52722
Phone: (563) 424-3696

ATTACHMENT A – SCOPE OF WORK:

Project Summary:

The Tanglewood Hills 1st Addition Sanitary Sewer project is a construction of a new 8-inch sanitary sewer for the Tanglewood Hills 1st Addition's homes. The new sanitary sewer will be constructed within the sanitary sewer easement on the Quail Hollow plat. It is understood the private residents to be connected to the public sanitary sewer include the following properties: 4185 Tanglewood Road, 4275 Tanglewood Road, 4293 Tanglewood Road, 4323 Tanglewood Road, 4343 Tanglewood Road, 4363 Tanglewood Road, 4383 Tanglewood Road, 4403 Tanglewood Road, 4423 Tanglewood Road, 4443 Tanglewood Road and 4463 Tanglewood Road.

MSA TASKS:

1. MSA will initiate the project by notifying the property owners, in writing, that work will commence shortly regarding the design of this project. In the letters to property owners, they will learn that MSA will be scheduling and meeting individually with them to discuss the project and learn where on-site septic systems are located along with service connections to the homes. Other underground facilities will be discussed as well and will include drain tiles, electric fences, geothermal, tanks, etc. MSA will express to the property owner the importance of providing as much information as possible, even if exact underground locations of certain items are not known.

2. MSA will survey the route of the proposed sewer replacement. The survey will pick up all readily visible topographic features as well as property pins that can easily be recovered. The survey will also gather information learned from the private property owners regarding approximate location of septic systems.

3. MSA will design and prepare project plans for the sewer. The project plans will include a cover sheet, a detail and notes sheet(s), the plans for the sanitary sewer, and a restoration plan sheet(s).

4. MSA will submit for permits to the Iowa Department of Natural Resources.

5. MSA will prepare permanent utility easement documents and exhibits for 4275 Tanglewood Road property owner.

6. MSA will present design to the affected residents in public meeting.

7. MSA will prepare an opinion of probable construction cost to inform the City for budgeting or scope of work adjustments.

8. MSA will prepare any special provisions.

9. MSA will perform staking of the new sanitary sewer and utility easements one time. Additional staking will be invoiced to the contractor.

10. MSA will perform project management services. This includes management of design development, administration of the contract scope and budget, and internal quality control reviews.

ASSUMPTIONS:

1. The City will prepare front-end documents and Project Manual that will include the typical Engineers Joint Contract Documents for Owner – Contractor agreements.

2. The City will take the lead on advertising and bidding the project.

3. The City will be responsible for any agency permit application fees.

4. Subsurface investigations are not included. Based on known information in nearby areas, the City felt confident rock would not be encountered in the excavation of the new sanitary sewer.

5. The City is solely responsible for negotiating temporary construction easements prior to construction.

6. MSA's scope does not include environmental investigations but can be added if necessary.

7. MSA will make every effort to situate the new sanitary sewer lateral in a location that minimizes impacts to private property. However, if impacts cannot be avoided, MSA assumes no design of walls, landscaping, lights, fixtures, etc. that is located on private property is included in this scope of services. Removal and redesign will be the responsibility of the property owner.

8. MSA's scope does not include any sanitary sewer modifications within private, residential homes.

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities**.

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor**. MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome

verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. **Electronic Documents and Transmittals**. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21**. Accrual of Claims**. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action

where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns**. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices**. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver**. A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

COUNCIL LETTER

MEETING DATE: May 2, 2023
REQUESTED BY: Mark Hunt

Item Title
Resolution approving the final plat of Encore Central Avenue Subdivision, submitted by Encore Homes, LLC/James Rasche. (Case 23-026)

Explanation
James Rasche has submitted a proposal for a 2-lot subdivision named Encore Central Avenue Subdivision located on property near the intersection of Central Avenue and Devils Glen Road. The parcel is located in the R-3, Mixed Residential zoning district and is bordered by a large R-1, Single-Family Residence lot to the north and medium density residentially zoned developments to the east, west, and south. The Future Land Use Map contemplates the area as Urban Low Intensity (ULI). The property was the former site of one single-family detached home addressed as 3526 Central Avenue which was demolished in 2017. The plat proposes two lots which will contain two single-family attached homes. The proposed two single-family attached homes are consistent with the character of the area and with the Comprehensive Plan.

The Planning and Zoning Commission made a recommendation for approval of the final plat at the April 19, 2023 meeting. Consult the staff report and attachments 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) Staff Report with attachments; (B) Planning and Zoning Commission report to Mayor and City Council; (C) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 23

RESOLUTION APPROVING THE FINAL PLAT OF ENCORE CENTRAL AVENUE SUBDIVISION

WHEREAS, Encore Homes, LLC/James Rasche has submitted the final plat of Encore Central Avenue Subdivision, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Encore Central Avenue Subdivision.

PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2023.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: Encore Central Avenue Subdivision
Author: Taylor Beswick
Department: Community Development
Date: April 19, 2023

Case No.:	23-026
Request:	Encore Central Avenue Subdivision – Final Plat
Location:	3526 Central Avenue (near intersection of Central Avenue and Devils Glen Road)
Legal Description:	(Parcel #: 842719201)
Applicant:	James Rasche – Encore Homes LLC
Current Zoning:	R-3, Mixed Residential District
Future Land Use:	ULI, Urban Low Intensity

Background Information & Facts

James Rasche has submitted a proposal for a 2-lot subdivision named Encore Central Avenue Subdivision located on property near the intersection of Central Avenue and Devils Glen Road (see Aerial Map – Attachment A). The parcel is located in the R-3, Mixed Residential zoning district and is bordered by a large R-1, Single-Family Residence lot to the north and medium density residentially zoned developments to the east, west, and south (see Zoning Map - Attachment B). The Future Land Use Map contemplates the area as Urban Low Intensity (ULI) (see Future Land Use Map - Attachment C). The property was the former site of one single-family detached home addressed as 3526 Central Avenue which was demolished in 2017. The plat proposes two lots which will contain two single-family attached homes (see Encore Central Avenue Subdivision Final Plat – Attachment D).

Future Land Use and Comprehensive Plan

The Future Land Use Map contemplates the tract of land as Urban Low Intensity (ULI). The proposed two single-family attached homes are consistent with the character of the area and with the Comprehensive Plan.

Lot Configuration & Zoning Compliance

The plat shows two lots, each 51.54 feet wide. Lot 1 is 12,464 square feet, and Lot 2 is 10,185 square feet. Public right-of-way is being dedicated on Central Avenue to align with the 67-foot right-of-way shown on the adjacent subdivisions to the west.

The R-3 zoning district allows single-family attached home products. The bulk standards for setbacks, lot width, and lot size are met by the proposed plat.

Utilities

The site has access to City sanitary sewer and Iowa American water.

Thoroughfare Plan & Access

All lots have frontage on and access to Central Avenue.

Pedestrian and Trail Access

Upon construction of the single-family attached homes, driveway curb cuts would be added to Central Avenue. The existing sidewalk will remain and/or be reconstructed per the City's specifications.

Stormwater Detention

Existing and/or natural surface drainage is deemed adequate for the proposed plat, so no additional stormwater detention is required.

Staff Recommendation

Staff recommends approval of the final plat of Encore Central Avenue Subdivision.

Respectfully submitted,

Taylor Beswick
City Planner

Case No. 23-026: Encore Central Avenue Subdivision
Final Plat
Aerial

1 Inch = 80 Feet

Feet

0 30 60 120 180

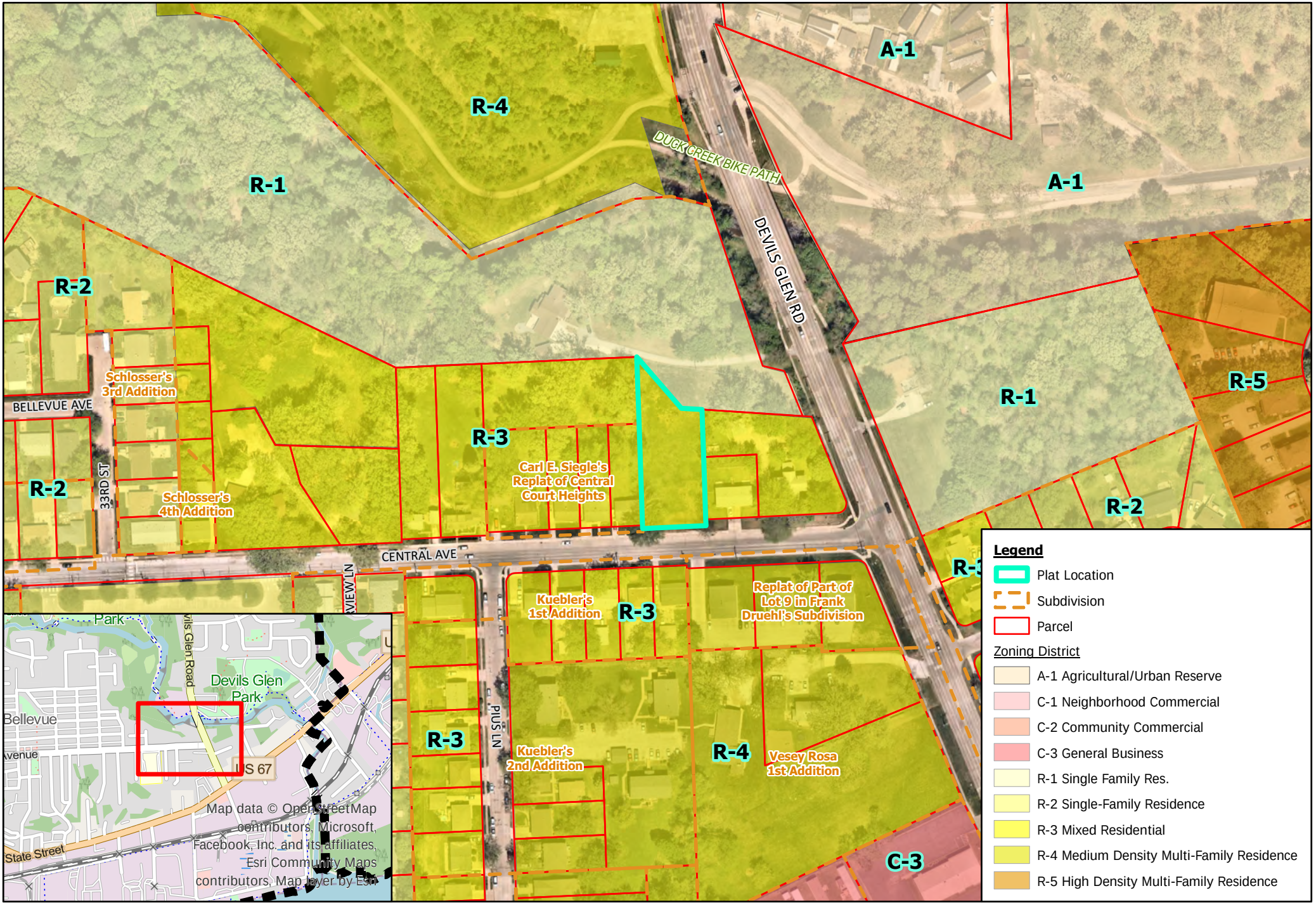
N



Case No. 23-026: Encore Central Avenue Subdivision
Final Plat
Zoning

1 Inch = 195 Feet
Feet
0 75 150 300 450

N



Legend

- Plat Location
- Subdivision
- Parcel

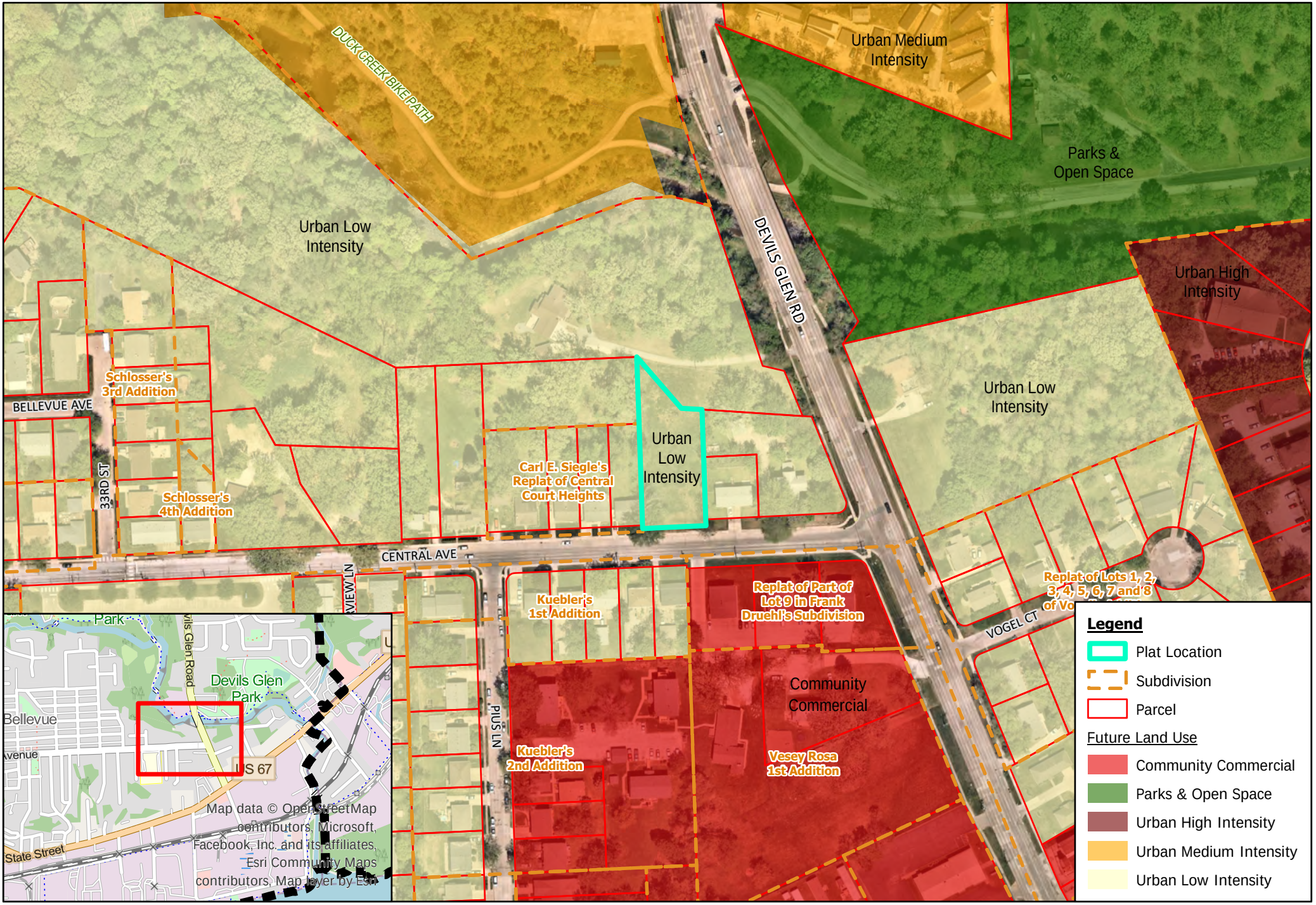
Zoning District

- A-1 Agricultural/Urban Reserve
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 General Business
- R-1 Single Family Res.
- R-2 Single-Family Residence
- R-3 Mixed Residential
- R-4 Medium Density Multi-Family Residence
- R-5 High Density Multi-Family Residence

Case No. 23-026: Encore Central Avenue Subdivision
Final Plat
Future Land Use

1 Inch = 195 Feet
Feet
0 75 150 300 450

N



FINAL PLAT

ENCORE CENTRAL AVENUE SUBDIVISION

A PART OF LOT 1 IN FRANK DRUEHL'S SUBDIVISION IN THE NORTH ONE-HALF OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., WITHIN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

LOCATION:	PT S1/2 OF N1/2 SECTION 27-78-4
REQUESTOR:	ENCORE HOMES LLC
PROPRIETOR:	ENCORE HOMES LLC
SURVEYOR:	DAN J. KUEHL
SURVEYOR COMPANY:	XCEL CONSULTANTS, INC. 8300 42nd STREET WEST ROCK ISLAND, IL 61201
RETURN TO:	XCEL@XCELCONSULTANTSINC.COM (309) 787-9988

OWNER/DEVELOPER INFORMATION

ENCORE HOMES LLC
PO BOX 287
PRINCETON, IA 52768

ZONING:

ZONE: R-3

FRONT SETBACK: 35'
SIDE SETBACK: 5' MIN; ONE SIDE=10'; TOTAL=MIN. 15'
REAR SETBACK: 25'

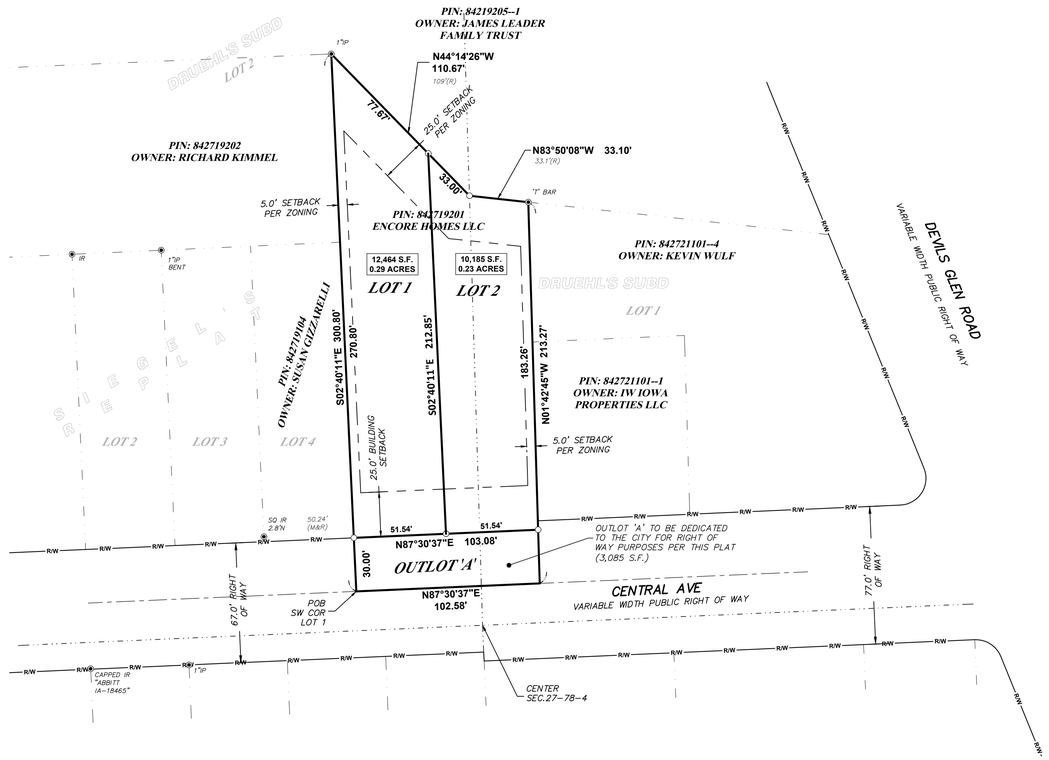
LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- INTERNAL LOT LINE
- PARCEL LINE
- BUILDING SETBACK LINE
- RIGHT OF WAY LINE
- SURVEY TIE LINE
- FOUND MONUMENT (AS NOTED)
- SET 5/8" XCEL CAPPED IR

N

0 20 40 80

1" = 40'
GRAPHIC SCALE



NOTES:

1. MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
2. ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT OF WAY.
3. THE SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.
4. UTILITY EASEMENTS SHALL ACCOMMODATE GAS, ELECTRIC, WATER, SANITARY SEWER, AND COMMUNICATION LINES, AS NEEDED.
5. COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.
6. SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL PUBLIC STREET FRONTAGES. INSTALLATION OF SIDEWALKS SHALL OCCUR WHEN THE ABUTTING PROPERTY (LOT) IS DEVELOPED OR WHEN SO ORDERED BY THE CITY.
7. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS.
8. ALL MONUMENTS WILL BE SET AFTER CONSTRUCTION HAS BEEN COMPLETED OR WITHIN ONE YEAR OF THE FILING OF THE PLAT PER IOWA CODE CHAPTER 355.6/4.
9. BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSFORMERS, GAS SERVICE, WATER SERVICE, SEWER LATERAL, TELEPHONE SERVICE AND CABLE T.V. SERVICE TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.
10. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE CITY OF BETTENDORF, IOWA.
11. BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE THE LOT WHERE THE STRUCTURE IS LOCATED.
12. THE SUBJECT PROPERTY IS ZONED R-3 AT THE TIME OF ACCEPTANCE BY THE CITY. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL, IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.
13. NO PORTION OF THE SUBDIVISION IS LOCATED WITH THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAP 19163C0386G, EFFECT DATE JUNE 9, 2014.
14. PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITH THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATED ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.
15. CHANGES IN THE PLAT WHICH AFFECT THE PLACEMENT OF UTILITY FACILITIES ARE TO BE REVIEWED AND APPROVED BY THE AFFECTED UTILITIES AND ANY CHANGES WHICH RESULT IN THE RELOCATION OF UTILITY FACILITIES SHALL BE AT THE EXPENSE OF THE PART REQUESTING THE CHANGE.
16. ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND.
17. ALL STORM SEWER AND DRAINAGE EASEMENTS SHALL HAVE A BLANKET INGRESS/EGRESS EASEMENT.
18. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
19. NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USES AND DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
20. 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 ON CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES
21. ACREAGE:
    TOTAL: 25,734 SQUARE FEET OR 0.59 ACRES.
    OUTLOT 'A": 3,085 SQUARE FEET OR 0.07 ACRES TO BE DEDICATED FOR PUBLIC RIGHT OF WAY.
    LOT 1: 12,464 SQUARE FEET OR 0.29 ACRES
    LOT 2: 10,185 SQUARE FEET OR 0.23 ACRES

APPROVALS

CITY OF BETTENDORF - MAYOR

BY: _____ DATE: _____

CITY OF BETTENDORF - CITY CLERK

BY: _____ DATE: _____

CITY OF BETTENDORF - PLANNING & ZONING

BY: _____ DATE: _____

IOWA-AMERICAN WATER COMPANY

BY: _____ DATE: _____

CENTURYLINK TELEPHONE

BY: _____ DATE: _____

MID-AMERICAN ENERGY

BY: _____ DATE: _____

MEDIACOM COMMUNICATIONS

BY: _____ DATE: _____

METRONET

BY: _____ DATE: _____

LEGAL DESCRIPTION

A PART OF LOT 1 IN FRANK DRUEHL'S SUBDIVISION IN THE NORTH ONE-HALF OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., WITHIN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BEING 22 FEET NORTH AND 70 FEET WEST OF THE CENTER OF SAID SECTION 27; THENCE N87°30'37"E, 102.58 FEET; THENCE N01°42'45"W, 213.27 FEET TO A 'T' BAR MONUMENT; THENCE N83°50'08"W, 33.10 FEET; THENCE N44°14'26"W, 110.67 FEET TO A 1" IRON PIPE ON THE WEST LINE OF SAID LOT 1; THENCE S02°40'11"E, ALONG THE SAID WEST LINE OF LOT 1, 300.80 FEET TO THE POINT OF BEGINNING.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY IOWA PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 114A, CODE OF IOWA.

PRELIMINARY

DAN J. KUEHL DATE
PROFESSIONAL LAND SURVEYOR
IA LAND SURVEYOR NUMBER 19959
EXPIRES: DECEMBER 31, 2023
8300 42ND STREET WEST
ROCK ISLAND, IL 61201
TELEPHONE: 309-787-9988

PROFESSIONAL LAND SURVEYOR
DAN J. KUEHL
19959
IOWA

REVISIONS	
DATE	DESCRIPTION

PREPARED BY AND RETURN TO:

XCEL Consultants
8300 42ND STREET WEST
ROCK ISLAND, IL 61201
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

CHK BY:	APV BY:
BCH	DJK

XCEL JOB NUMBER: 234579

DRAWING NUMBER: 1 OF 1

April 26, 2023

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

SUBJECT: Planning and Zoning Commission's decision on the final plat of Encore Central Avenue Subdivision, submitted by Encore Homes, LLC/James Rasche. (Case 23-026)

Honorable Mayor and Members of the City Council:

On April 19, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named final plat.

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

Sincerely,

Mark D. Hunt
Director, Community Development

6. Case 23-026 – Final Plat; Encore Central Avenue Subdivision, submitted by Encore Homes, LLC/James Rasche. (Staff: Beswick)

Beswick reviewed the staff report.

On motion by Kappeler, second by Stoltenberg, that the final plat of Encore Central Avenue Subdivision be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: May 1/2, 2023
REQUESTED BY: Mark Hunt

Item Title

Resolution approving a site development plan for 4060 Middle Road (Lot 2, Crowne Pointe Twelfth Addition), submitted by Ridge Investment Group, LLC. (Case 23-020)

Explanation

Chris Wynn of CJW Transportation Consultants has submitted a site development plan for 4060 Middle Road which is at the intersection of Woodfield Drive and Middle Road. The zoning classification for this location is C-3, General Business District. A Dollar Tree retail store that will face Middle Road is proposed for the site. The lot can accommodate the building footprint, parking, and two entries. The C-3 District is intended for retail business location along a major arterial street.

The future land use designation of the site is Community Commercial. Part of the goals in the Comprehensive Plan point to Economic Development as Goal C: Attract and Retain Business and Industry. This new business opening meets Goal C.

The revised site development plan shows evergreen shrubs along Woodfield Drive to provide a buffer to the homes located on Woodfield Drive and Crowne Pointe Circle (see Revised Site Development Plan – Attachment B). Because the proposed shrubs are located within a 100-foot wide electric transmission line easement, an encroachment agreement from the utility company will be required prior to planting.

The Planning and Zoning Commission made a recommendation for approval of the site development plan at the April 19, 2023 meeting. Consult the staff report and attachments 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) Revised site development plan; (B) Staff Report with attachments; (C) Planning and Zoning Commission report to Mayor and City Council; (D) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 23

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR 4060 MIDDLE ROAD (LOT 2, CROWNE POINTE TWELFTH ADDITION)

WHEREAS, Ridge Development Group, LLC has submitted a site development plan for 4060 Middle Road (Lot 2, Crowne Pointe Twelfth 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 4060 Middle Road (Lot 2, Crowne Pointe Twelfth Addition).

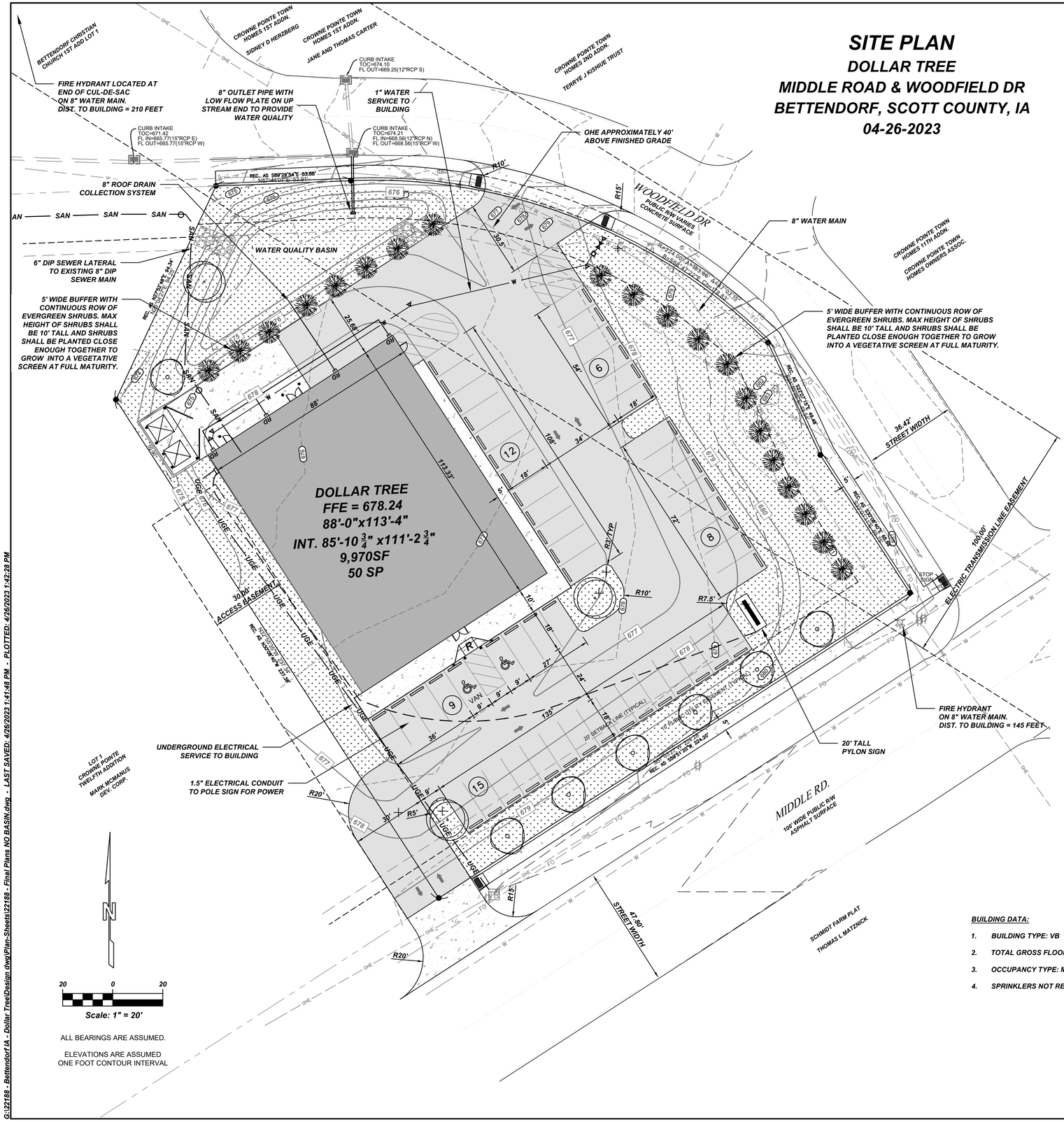
PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

SITE PLAN
DOLLAR TREE
MIDDLE ROAD & WOODFIELD DR
BETTENDORF, SCOTT COUNTY, IA
04-26-2023



ALL BEARINGS ARE ASSUMED.

ELEVATIONS ARE ASSUMED ONE FOOT CONTOUR INTERVAL

OWNER/DEVELOPER:

RIDGE INVESTMENT GROUP, LLC.
C/O CRAIG KISER
1806 AUTUMN GLEN COURT
CHESTERFIELD, MO 63017
314-703-5618

CIVIL ENGINEER:

CJW TRANSPORTATION CONSULTANTS, LLC
C/O JAY WYNN
5051 S NATIONAL AVE
SPRINGFIELD, MO 65807
417-889-3400

ARCHITECT:

DUZAN ARCHITECTURE + DESIGN
C/O JEREMIE DUZAN
P.O. BOX 526
NEWMAN, IL 61942
510-931-9632

PROPERTY DESCRIPTION:

LOT 2 OF CROWNE POINTE TWELFTH ADDITION TO THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

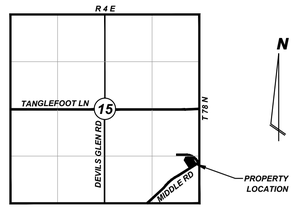
UTILITY PROVIDERS:

GAS
MIDAMERICAN ENERGY
P.O. BOX 657
DES MOINES, IA
800-329-6261

WATER
IOWA AMERICAN WATER
5201 GRAND AVENUE
DAVENPORT, IA 52807
1-563-468-9201

SANITARY SEWER
CITY OF BETTENDORF& DAVENPORT
4403 DEVILS GLEN ROAD
BETTENDORF, IA 52722
563-344-4055

ELECTRIC
MIDAMERICAN ENERGY
P.O. BOX 657
DES MOINES, IA
800-329-6261



LOCATION SKETCH
SCALE 1" = 2000'

= EVERGREEN SHRUB

= OVERSTORY TREES - 4" MIN CAL W/ 40" ROOT BALL

= CANOPY TREE - 2" MIN CAL W/ 22" ROOT BALL

= CONCRETE SIDEWALK/PAVEMENT

= NEW BUILDING

= NEW ASPHALT PAVEMENT

GENERAL NOTES:

STORE ADDRESS: MIDDLE ROAD & WOODFIELD, BETTENDORF, IA 52722

1. ZONING DISTRICT = C2

2. PER CITY OF BETTENDORF, IA ZONING ORDINANCE 11-5-11 (B) "SITE DEVELOPMENT REGULATIONS FOR C-2 DISTRICTS" THE FOLLOWING MINIMUM SETBACKS APPLY:

(1) FRONT YARD: 20 FEET
(2) SIDE YARD: NONE
(3) REAR YARD: NONE

3. THE CITY OF BETTENDORF, IA ZONING ORDINANCE CHAPTER 12: LANDSCAPING AND BUFFERING STANDARDS

A) 11-12-7 "LANDSCAPING REQUIREMENTS FOR VEHICULAR USE AREAS"
- 5% MINIMUM INTERIOR LANDSCAPE AREA REQUIRED
PARKING AREA = 23,463 SF * 0.05 = 1,173 SF

- INTERIOR GREEN SPACE PROVIDED = 1,210 SF = 5.1%

- INTERIOR TREE FACTOR REQUIRED = 2

- INTERIOR TREE FACTOR PROVIDED = 2

B) 11-12-8 "TREE REQUIREMENTS"
- REQUIRED EXTERIOR GREEN SPACE AREA = 8,378 SF

- TOTAL GREEN SPACE AREA = 14,215 SF

- TREE FACTOR REQUIRED ALONG MIDDLE ROAD = 5
- TREE FACTOR REQUIRED ALONG WOODFIELD DRIVE = 10

- EXTERIOR TREE FACTOR PROVIDED = 15

TOTAL TREE FACTOR PROVIDED FOR THE DEVELOPMENT = 17

4. PER CITY OF BETTENDORF, IA ZONING ORDINANCE TABLE 11-13-7B1: "MINIMUM OFF-STREET PARKING REQUIREMENTS" 1 SPACE PER 200 SQ. FT. OF FLOOR AREA IS REQUIRED:

REQUIRED: 10,000 SQ. FT. / 200 SQ. FT. = 50 STALLS
PROVIDED: 50 STALLS (INCLUDING 2 ADA STALLS)

BUILDING DATA:

1. BUILDING TYPE: VB
2. TOTAL GROSS FLOOR AREA: 9,970 SF
3. OCCUPANCY TYPE: M - MERCANTILE
4. SPRINKLERS NOT REQUIRED PER CODE

LEGEND

Bollard	Overhead Power
Building	Power Pole
Buried Power	Property/Right-Of-Way Line
Cable Pedestal	Sanitary Manhole
Cleanout	Sanitary Sewer
Culvert	Sign
Curb Stop	Storm Intakes
Electric Pedestal	Storm Sewer
Fence	Storm Sewer Manhole
Fiber Optic	Buried Communication
Gas Line	Telephone Manhole
Gas Meter	Telephone Pedestal
Hydrant	Telephone Pole
Electric Junction Box	Traffic Pole
Light Post	Water Line
Manhole	Water Manhole
Overhead Communication	Water Meter

IOWA ONE CALL 1-800-292-8989 www.iowaonecall.com

Prepared by:
CJW Transportation Consultants, L.L.C.
CJW Transportation Consultants, L.L.C. Engineering MO C.A. #2006012365
5051 S. National Suite 7A Springfield, MO 65810
Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com

LICENSED PROFESSIONAL ENGINEER CASPER JAY WYNN P28740 IOWA
4-11-23

DOLLAR TREE
WOODFIELD DR & MIDDLE RD.
BETTENDORF, IOWA

No.	Description:	Date:

SURVEY BY	STRAND
DATE	4-11-2023
DWG	PLAN
DESIGN	CJW
DRAWN	CJW
CHECKED	CJW
SCALE HOR.	1"=20'
SCALE VERT.	N/A

SITE PLAN

SHEET NO. C2
CJW NO. 22188 OF 07

G:\22188 - Bettendorf IA - Dollar Tree\Design dwg\Plan-Sheets\22188 - Final Plans NO BASIN.dwg - LAST SAVED: 4/26/2023 1:41:48 PM - PLOTTED: 4/26/2023 1:42:28 PM

STAFF REPORT

Subject: Site Development Plan
Author: Greg Beck
Department: Community Development
Date: April 19, 2023

Case No.:	23-020
Request:	Site Development Plan for Dollar Tree retail store
Location:	Southwest Corner of Middle Road and Woodfield Drive Intersection (4060 Middle Road)
Legal Description:	Lot 2, Crowne Pointe Twelfth Addition (Parcel #: 841555602)
Applicant:	Christopher Wynn, CJW Transportation Consultants
Current Zoning:	C-3, General Business District
Future Land Use:	CC, Community Commercial

Background Information & Facts

Chris Wynn of CJW Transportation Consultants has submitted a site development plan for 4060 Middle Road at the intersection of Woodfield Drive and Middle Road (see Aerial Photo, Attachment A). The zoning classification for this location is C-3, General Business District (see Zoning Aerial, Attachment B). A Dollar Tree retail store is proposed for Lot 2, Crowne Pointe Twelfth Addition (see Final Plat and Site Development Plan, Attachments C and D). The retail store will face toward Middle Road (see Elevations, Attachments E and F).

Future Land Use and Comprehensive Plan

The future land use designation is Community Commercial which is supportive of the C-3, General Business District zoning (see Future Land Use Aerial, Attachment G). Part of the goals in the Comprehensive Plan point to Economic Development as Goal C: Attract and Retain Business and Industry. This new business opening meets Goal C.

Lot Configuration & Zoning Compliance

The lot can accommodate the building footprint, parking, and two entries. C-3 General Business District is intended for retail business location along a major arterial street.

Utilities

Utilities are found along Middle Road and Woodfield Drive. Sanitary sewer will come from the north, water from the northeast, and electrical connections from Middle Road.

Thoroughfare Plan & Access

Two accesses will come from surrounding streets. Middle Road was anticipated as a means of entry on the plat with an access easement that straddles the boundaries of Lots 1 and 2. An additional entry is anticipated from Woodfield Drive. Cross easements permit traffic through Lot 1 to Lot 1, Hartz Third Addition.

Pedestrian and Trail Access

5-foot-wide sidewalks shall be required to be placed by the developer around Lot 2, Crowne Pointe Twelfth Addition along the Middle Road and Woodfield Drive right-of-way.

Off-Street Parking

Fifty parking spaces are provided as one space is required for every 200 square feet of building. 2 spaces provided are ADA-compliant.

Stormwater Detention

Storm water quality is handled in a basin on the north side of the development. Storm water will be conveyed to the north into a regional detention basin located between Bettendorf Christian Church First Addition and Crowne Pointe Towne Homes First Addition.

Landscaping

Landscaping will not be permitted to be placed under the utility easement for the overhead high tension power lines. Trees of a larger caliper shall be required to be planted in areas not covered by the 100-foot-wide utility easement to make up for fewer trees being planted. Shrubs planted along Woodfield Drive or other suitable barrier may be required for buffering instead of trees.

Lighting

All lighting is required to be down cast on the site.

Floodplain

No flood hazard area encroaches this parcel.

Staff Recommendation

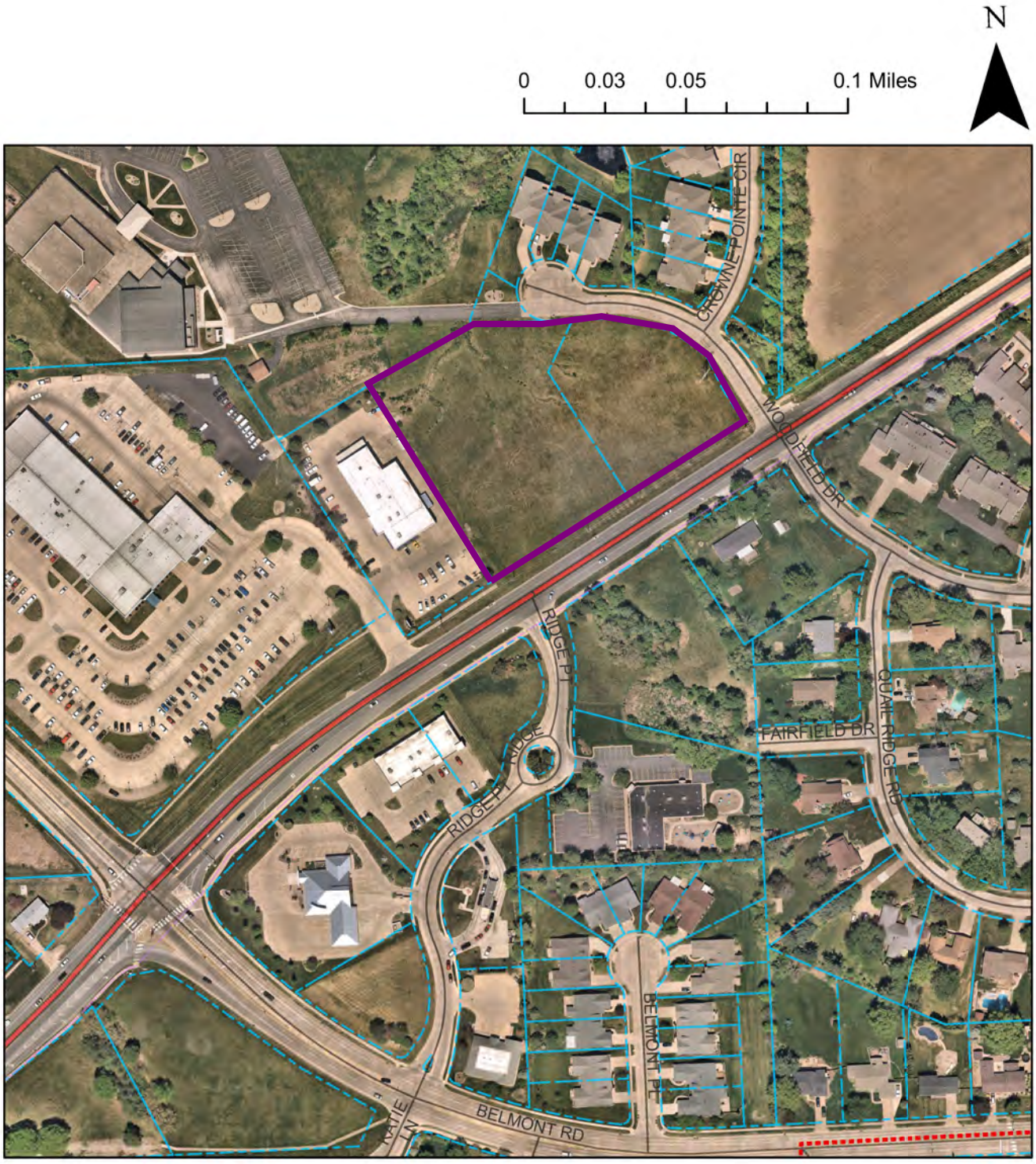
Staff supports the applicant's submittal because it is code-compliant. Staff recommends approval of the site development plan subject to the following conditions:

1. A driveway agreement governs the dual access connection to Lots 1 and 2 Crowne Pointe Twelfth Addition. This agreement from the platting of Crowne Pointe Twelfth Addition shall govern the future maintenance of this access.
2. All storm water calculations and designs shall be approved by the City Engineer prior to the issuance of building permits.

Respectfully submitted,

Greg Beck
City Planner

Case No. 23-020 4060 Middle Road
Site Development Plan - Retail



Case No. 23-020 4060 Middle Road Site Development Plan - Retail

ATTACHMENT B



DAVID L. MEYER 4111 EAST 60TH STREET DAVENPORT, IOWA 52807 (563) 359-1348

Doc ID: 020986590016 Type: PLA
Recorded: 02/15/2017 at 11:00:50 AM
Fee Amt: $82.00 Page 1 of 16
Scott County Iowa
Rita A. Vargas Recorder
File 2017-00003854

CURVE NUMBER	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	TANGENT
1	224.00'	47°-08'-38"	184.18'	178.04'	N.85°-56'-30"W.	97.65'

(SCALE : 1" = 50')

FINAL PLAT OF

CROWNE POINTE TWELFTH ADDITION

TO THE CITY OF BETTENDORF, IOWA

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 15
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M.
ALSO BEING A REPLAT OF LOT 2, CROWNE POINTE NINTH ADDITION

OWNER

MARK McMANUS DEVELOPMENT

P.O. BOX 927

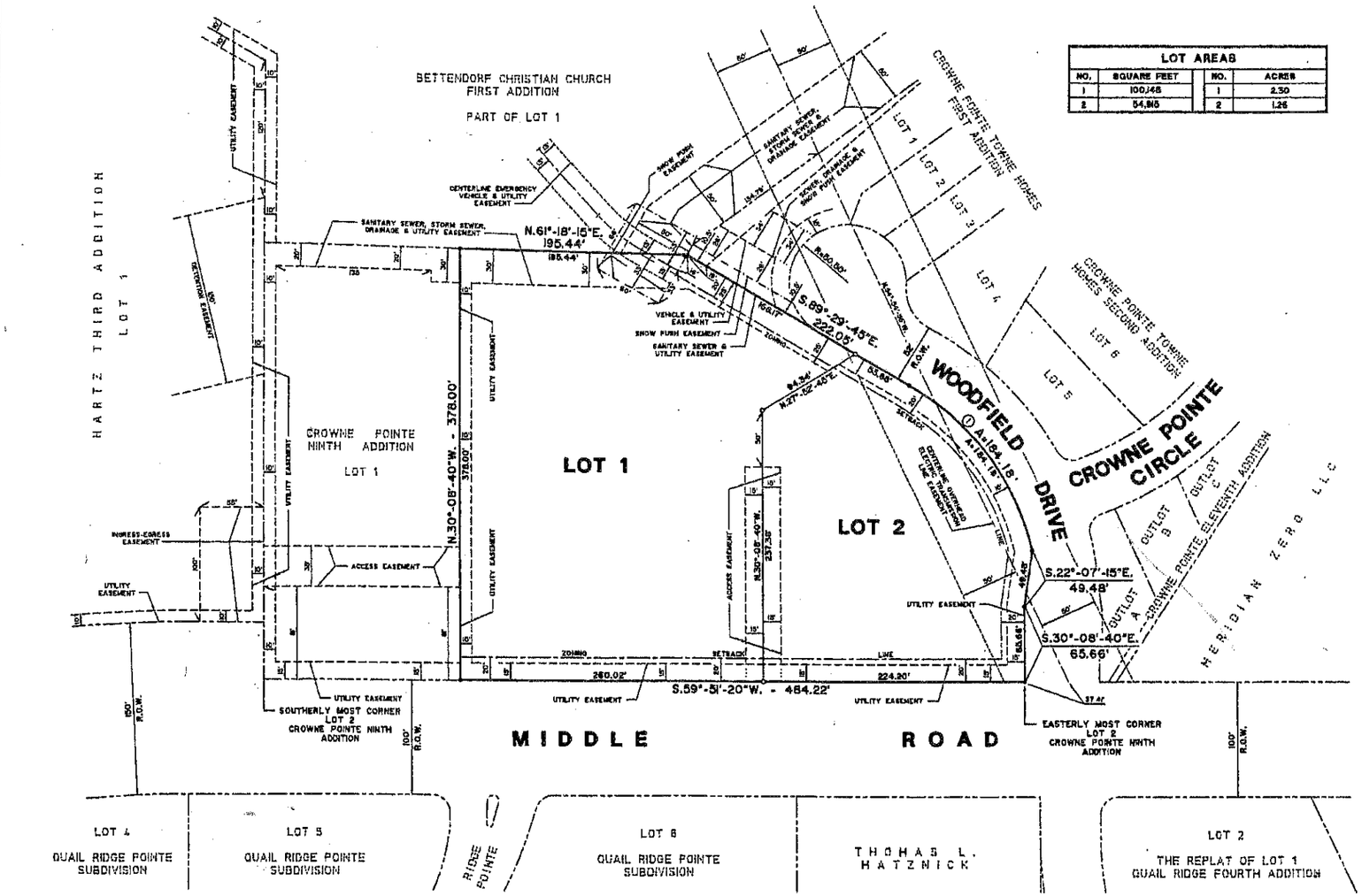
BETTENDORF, IOWA 52722

DEVELOPER

JULIE MARTENS & CLYDE MAYFIELD

1600 NORTH HARRISON STREET

DAVENPORT, IOWA 52803



LOT AREAS			
NO.	SQUARE FEET	NO.	ACRES
1	100,148	1	2.30
2	54,915	2	1.26

GENERAL NOTES

IRON MONUMENTS FOUND SHOWN THUS ——o—— (5/8"ø IRON PIN).

IRON MONUMENTS SET SHOWN THUS ——o—— (5/8"ø x 30" IRON PIN).

DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SUBDIVISION CONTAINS 3.56 ACRES, MORE OR LESS.

FOR THIS SURVEY THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15-78-4 WAS ASSUMED TO BEAR EAST.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSFORMERS, PRIMARY CABLES, GAS SERVICE, WATER SERVICE, SEWER LATERAL, TELEPHONE SERVICE AND CABLE T.V. SERVICE TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.

LOTS ARE ZONED C-2 (COMMUNITY SHOPPING DISTRICT).

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

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

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

Signature: David L. Meyer

David L. Meyer, P.E. & L.S., License Number 7988

Date: SEPTEMBER 30, 2016

My license renewal date is December 31, 2016

THIS SHEET ONLY

Pages or sheets covered by this seal:

LICENSED DAVID L. MEYER 7988 IOWA PROFESSIONAL ENGINEER & LAND SURVEYOR

CENTURYLINK

BY _____

DATE 11/14/16

MIDAMERICAN ENERGY COMPANY

BY _____

DATE 11/14/16

APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN ENERGY COMPANY

IOWA-AMERICAN WATER CO.

BY _____

DATE 11-10-16

MEDIACOM

BY _____

DATE 11-14-16

PLAN & ZONE COMMISSION

BY _____

DATE 11-17-16

CITY OF BETTENDORF, IOWA

BY _____

ATTEST _____ 11-17-16

DATE

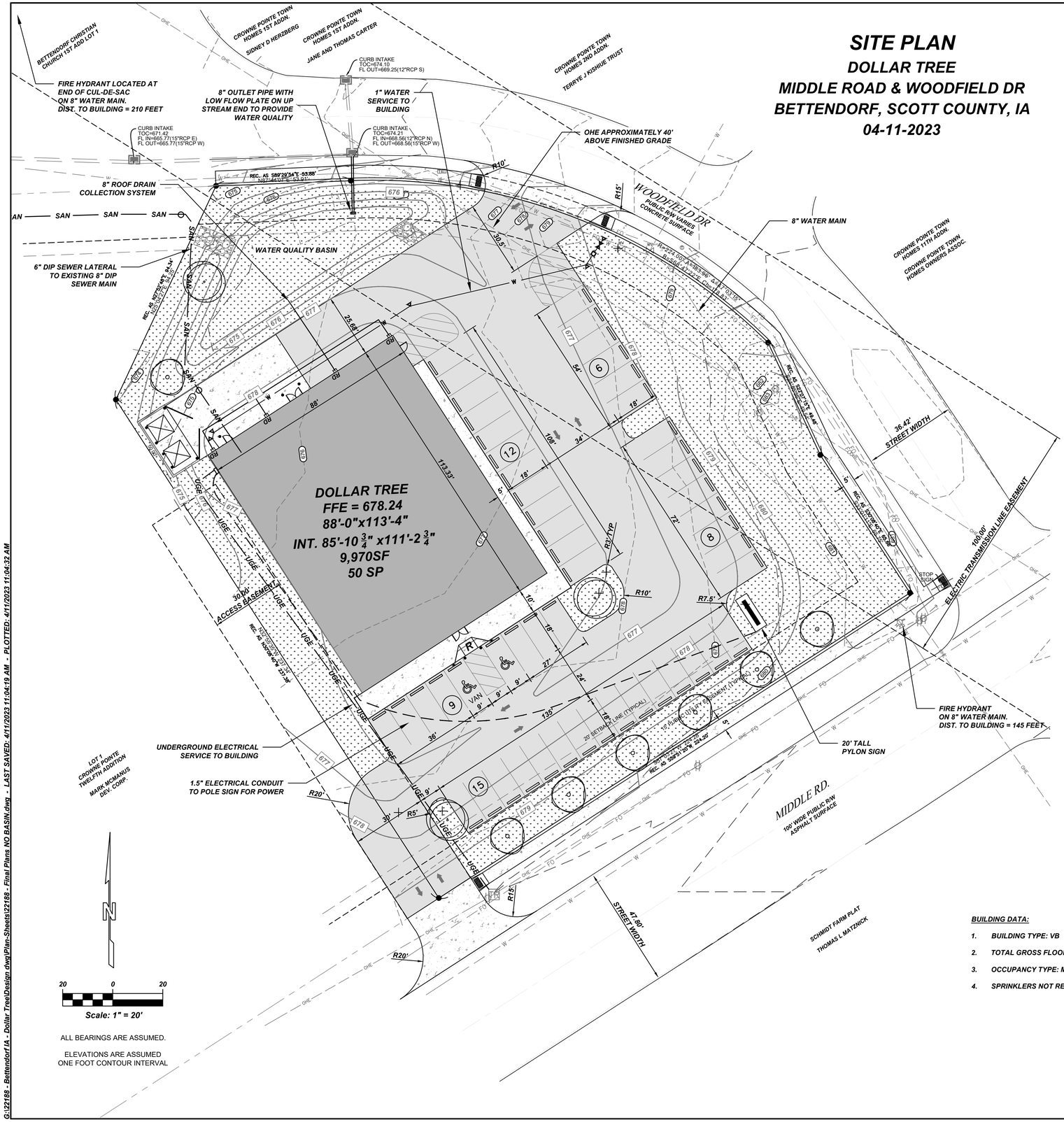
PREPARED BY

VERBEKE - MEYER CONSULTING ENGINEERS, P.C.

4111 EAST 60th STREET
DAVENPORT, IOWA 52807
PHONE NUMBER: (563) 359 - 1348

VMCE 16277

SITE PLAN
DOLLAR TREE
MIDDLE ROAD & WOODFIELD DR
BETTENDORF, SCOTT COUNTY, IA
04-11-2023



ALL BEARINGS ARE ASSUMED.

ELEVATIONS ARE ASSUMED ONE FOOT CONTOUR INTERVAL

OWNER/DEVELOPER:

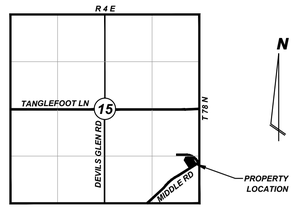
RIDGE INVESTMENT GROUP, LLC.
C/O CRAIG KISER
1806 AUTUMN GLEN COURT
CHESTERFIELD, MO 63017
314-703-5618

CIVIL ENGINEER:

CJW TRANSPORTATION CONSULTANTS, LLC
C/O JAY WYNN
5051 S NATIONAL AVE
SPRINGFIELD, MO 65807
417-889-3400

ARCHITECT:

DUZAN ARCHITECTURE + DESIGN
C/O JEREMIE DUZAN
P.O. BOX 526
NEWMAN, IL 61942
510-931-9632



LOCATION SKETCH
SCALE 1" = 2000'

PROPERTY DESCRIPTION:

LOT 2 OF CROWNE POINTE TWELFTH ADDITION TO THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

UTILITY PROVIDERS:

GAS
MIDAMERICAN ENERGY
P.O. BOX 657
DES MOINES, IA
800-329-6261

WATER
IOWA AMERICAN WATER
5201 GRAND AVENUE
DAVENPORT, IA 52807
1-563-468-9201

SANITARY SEWER
CITY OF BETTENDORF& DAVENPORT
4403 DEVILS GLEN ROAD
BETTENDORF, IA 52722
563-344-4055

ELECTRIC
MIDAMERICAN ENERGY
P.O. BOX 657
DES MOINES, IA
800-329-6261

= OVERSTORY TREES - 4" MIN CAL W/ 40" ROOT BALL

= CANOPY TREE - 2" MIN CAL W/ 22" ROOT BALL

= CONCRETE SIDEWALK/PAVEMENT

= NEW BUILDING

= NEW ASPHALT PAVEMENT

GENERAL NOTES:

STORE ADDRESS: MIDDLE ROAD & WOODFIELD, BETTENDORF, IA 52722

1. ZONING DISTRICT = C2

2. PER CITY OF BETTENDORF, IA ZONING ORDINANCE 11-5-11 (B) "SITE DEVELOPMENT REGULATIONS FOR C-2 DISTRICTS" THE FOLLOWING MINIMUM SETBACKS APPLY:

(1) FRONT YARD: 20 FEET
(2) SIDE YARD: NONE
(3) REAR YARD: NONE

3. THE CITY OF BETTENDORF, IA ZONING ORDINANCE CHAPTER 12: LANDSCAPING AND BUFFERING STANDARDS

A) 11-12-7 "LANDSCAPING REQUIREMENTS FOR VEHICULAR USE AREAS"
- 5% MINIMUM INTERIOR LANDSCAPE AREA REQUIRED
PARKING AREA = 23,463 SF * 0.05 = 1,173 SF

- INTERIOR GREEN SPACE PROVIDED = 1,210 SF = 5.1%

- INTERIOR TREE FACTOR REQUIRED = 2

- INTERIOR TREE FACTOR PROVIDED = 2

B) 11-12-8 "TREE REQUIREMENTS"
- REQUIRED EXTERIOR GREEN SPACE AREA = 8,378 SF

- TOTAL GREEN SPACE AREA = 14,215 SF

- TREE FACTOR REQUIRED ALONG MIDDLE ROAD = 5
- TREE FACTOR REQUIRED ALONG WOODFIELD DRIVE = 10

- EXTERIOR TREE FACTOR PROVIDED = 15

TOTAL TREE FACTOR PROVIDED FOR THE DEVELOPMENT = 17

4. PER CITY OF BETTENDORF, IA ZONING ORDINANCE TABLE 11-13-7B1: "MINIMUM OFF-STREET PARKING REQUIREMENTS" 1 SPACE PER 200 SQ. FT. OF FLOOR AREA IS REQUIRED:

REQUIRED: 10,000 SQ. FT. / 200 SQ. FT. = 50 STALLS
PROVIDED: 50 STALLS (INCLUDING 2 ADA STALLS)

BUILDING DATA:

1. BUILDING TYPE: VB
2. TOTAL GROSS FLOOR AREA: 9,970 SF
3. OCCUPANCY TYPE: M - MERCANTILE
4. SPRINKLERS NOT REQUIRED PER CODE

LEGEND

Bollard	Overhead Power
Building	Power Pole
Buried Power	Property/Right-Of-Way Line
Cable Pedestal	Sanitary Manhole
Cleanout	Sanitary Sewer
Culvert	Sign
Curb Stop	Storm Intakes
Electric Pedestal	Storm Sewer
Fence	Storm Sewer Manhole
Fiber Optic	Buried Communication
Gas Line	Telephone Manhole
Gas Meter	Telephone Pedestal
Hydrant	Telephone Pole
Electric Junction Box	Traffic Pole
Light Post	Water Line
Manhole	Water Manhole
Overhead Communication	Water Meter

IOWA ONE CALL 1-800-292-8989 www.iowaonecall.com

Prepared by:
CJW Transportation Consultants, L.L.C.
5051 S. National Suite 7A Springfield, MO 65810
Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com
CJW Transportation Consultants, L.L.C. Engineering MO C.A. #2006012385

LICENSED PROFESSIONAL ENGINEER CASPER JAY WYNN P28740 IOWA
4-11-23

DOLLAR TREE
WOODFIELD DR & MIDDLE RD.
BETTENDORF, IOWA

No.:	Description:	Date:

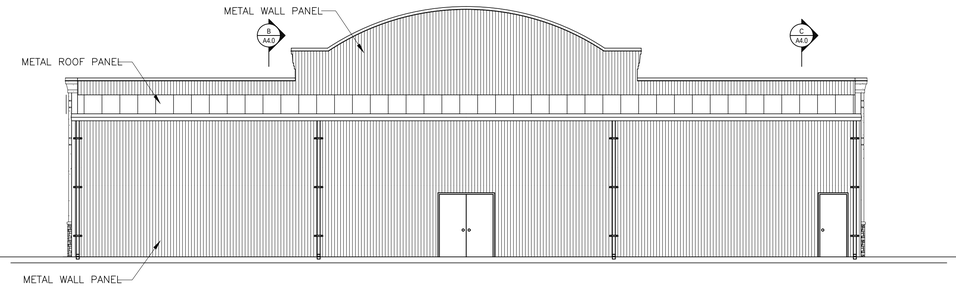
SURVEY BY	STRAND
DATE	4-11-2023
DWG	PLAN
DESIGN	CJW
DRAWN	CJW
CHECKED	CJW
SCALE HOR.	1"=20'
SCALE VERT.	N/A

SITE PLAN

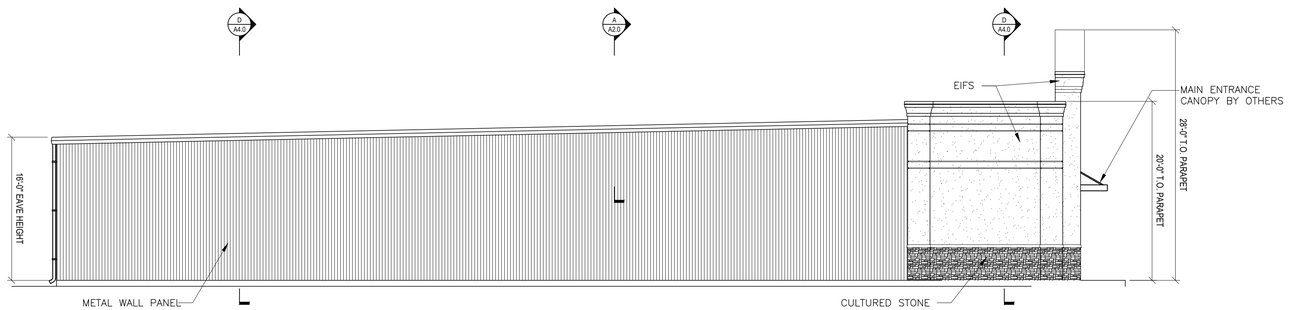
SHEET NO. C2
CJW NO. 22188 OF 07

G:\22188 - Bettendorf IA - Dollar Tree\Design dwg\Plan-Sheets\22188 - Final Plans NO BASIN.dwg - LAST SAVED: 4/11/2023 11:04:19 AM - PLOTTED: 4/11/2023 11:04:32 AM

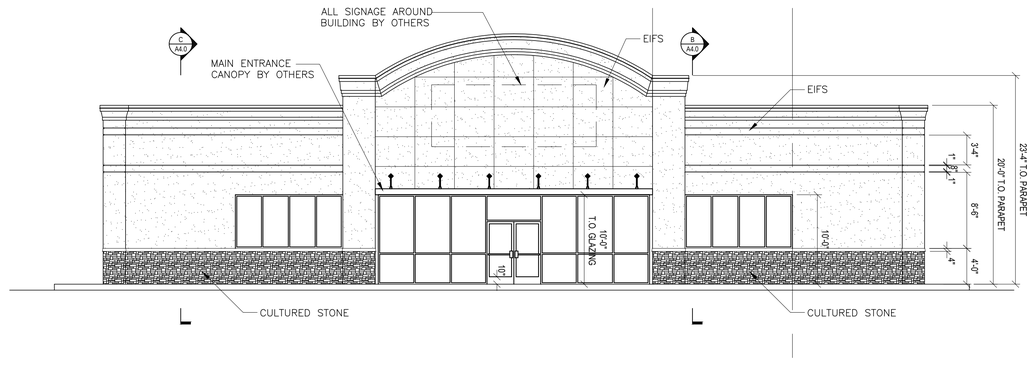
ATTACHMENT E



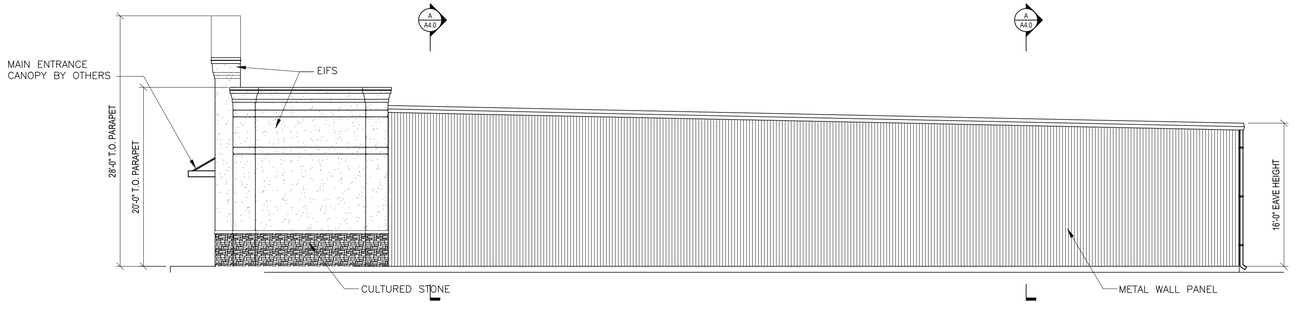
1 NORTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



4 WEST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

DUZAN ARCHITECTURE + DESIGN INC.
P.O. BOX 526, NEWMAN, IL 61942
PHONE: (510) 931-9632
EMAIL: JDUZAN@DUZANADCM.COM

These drawings and specifications are the property and copyright of Duzan Architecture + Design and shall not be used in any way other than with this project location unless written documentation is agreed to by the Architect. Drawing shall not be scaled and only written dimensions shall govern. Dimensions shall be verified prior to start of construction and any discrepancies are to be presented to the Architect prior to any commencement of work.

WILLIAMSON CONSTRUCTION SERVICES, LLC
PH: 217-718-4572 EMAIL: mwilliamson@williamsoncs.com

PERMIT DOCUMENTS

DOLLAR TREE

4268 MIDDLE ROAD,
BETTENDORF, IOWA 52722

Revisions

No.	Description	Date
1	FOR BIDDING SUBMITTAL	02/21/2023
2	FOR CITY PERMIT SUBMITTAL	02/24/2023

Drawing Title:
BUILDING ELEVATIONS

Project No: 210513DT
File Name: DOLLAR TREE-BettendorfIA
Drawn By: J.D.
Date: 02/20/23

LICENSED ARCHITECT
JEREMIE DUZAN
ARC07993
IOWA
EXPIRES 06/30/2024

Drawing No:
A3.0

SCALE: FOR 24"x36" SHEET SIZE ● ½" = 1'-0" ● FOR 11"x17" SHEET SIZE ● ¼" = 1'-0" ● DO NOT SCALE DRAWINGS

Case No. 23-020 4060 Middle Road
Site Development Plan - Retail

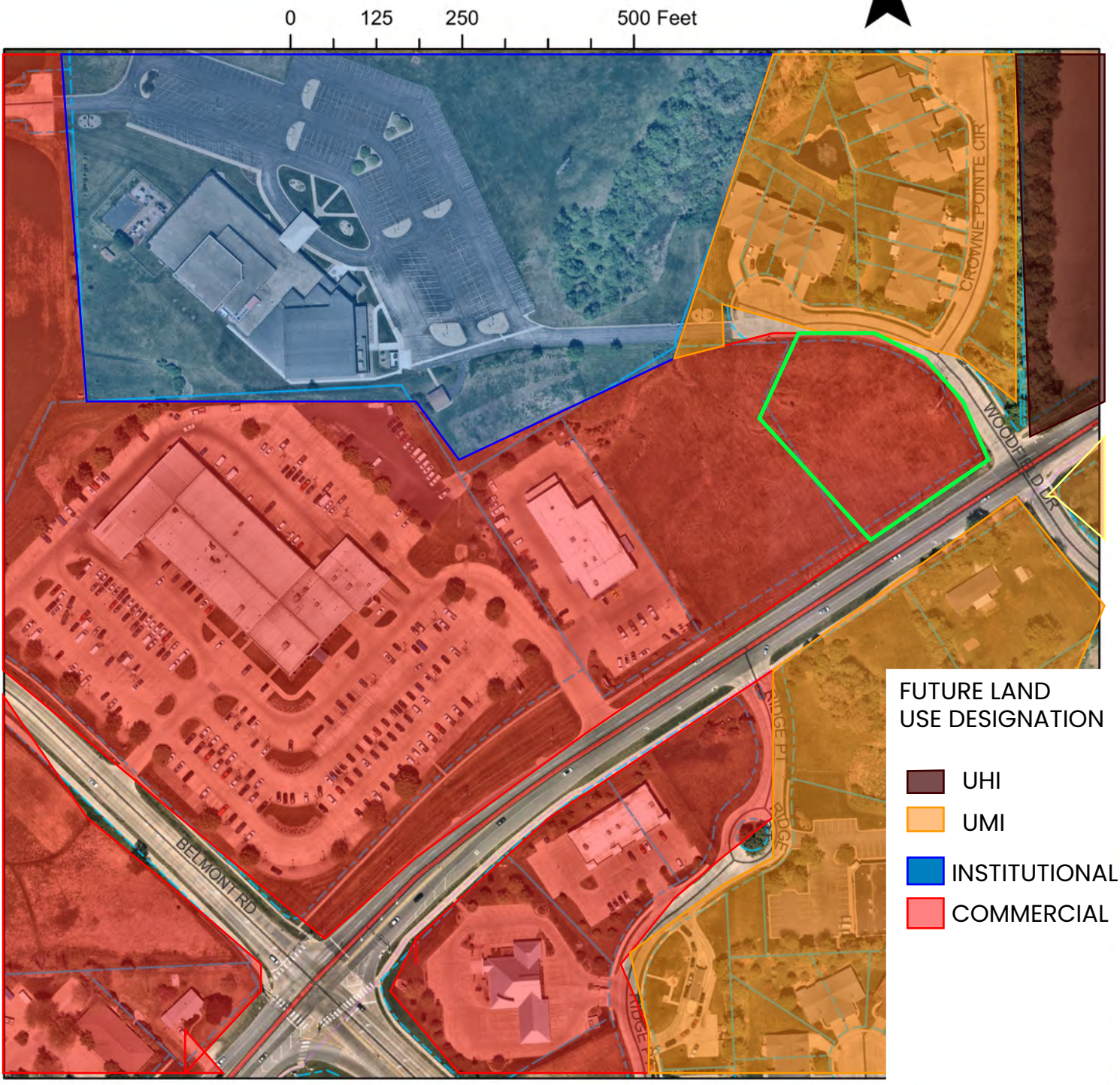
ATTACHMENT F



VIEW FACING TOWARD MIDDLE ROAD

ATTACHMENT C

Case No. 23-020 4060 Middle Road Site Development Plan - Retail



April 26, 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 4060 Middle Road, submitted by Ridge Investment Group, LLC. (Case 23-020)

Honorable Mayor and Members of the City Council:

On April 19, 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

7. Case 23-020 – Site Development Plan; 4060 Middle Road, submitted by Ridge Investment Group, LLC. (Staff: Beck)

Beck reviewed the staff report.

Kappeler asked if some of the required landscaping could be relocated along Woodfield Drive to provide a buffer for the multi-family housing to the north. Beck stated that he had contacted the applicant regarding the possibility of planting some type of hedge that would grow 6-8 feet tall to be used as a buffer that would not interfere with overhead power lines. He added that even thought a hedge would not count toward the required number of trees, the overall tree count will be met by using the deciduous overstory trees shown. Kappeler commented that a letter was received from Karen Hileman (4032 Woodfield Drive) suggesting such a buffer. Beck stated that the possibility of additional landscaping could be worked out before the City Council meeting. Wennlund stated that Hileman had also requested that a berm with evergreens be installed, adding that he does not believe that changing the grade of a utility easement is allowed.

Stoltenberg asked why the Woodfield Drive access point is not lined up with Crowne Pointe Circle. Morlok explained that the offset prevents left-turn conflicts.

Chris Wynn, representative of the developer, explained that while the original site plan showed plantings along Woodfield Drive to serve as a buffer, they were removed after he discovered that the transmission line easement restricts any type of plantings or fencing underneath the power lines. He added that if the developer is required to plant a continuous row of shrubs, the city should give credit toward the required tree count for them. He commented that the intent is for the Middle Road shared access to serve as the main entrance to the store and that the Woodfield Drive access will mostly be used for deliveries to the rear of the store. Wynn stated that there is a regional storm water basin for the development and that a water quality feature has been added at the city's request.

Thomas Carter, 4036 Woodfield Drive, commented that he does not believe that a Dollar Tree store is good for the community because it will extract wealth, lower property values and tax revenue, and there are enough chain dollar stores in the area.

Chris Thielbert, 3504 Crowne Pointe Circle, expressed concern about increased traffic which will likely cut through the access to Bettendorf Christian Church and the safety of the children participating in activities at the church.

Terry Kishuie, 3400 Crowne Pointe Circle, commented that she does not believe that the city should be cheapening her neighborhood by allowing a low value dollar store across the street.

Karen Hileman, 4032 Woodfield Drive, commented that the pylon sign noted on the site plan is proposed to be located near Woodfield Drive which she believes will direct motorists to use the secondary entrance. She asked if there any plans for a traffic signal at that location and requested that the sign be moved closer to the Middle Road entrance. Morlok stated that if the applicant were amenable, the location of the sign could be moved. He explained that it is unlikely that the traffic count on Woodfield Drive would ever warrant a traffic signal unless there are safety issues in the future.

On motion by Stoltenberg, second by Kappeler, that a site development plan for 4060 Middle Road be recommended for approval subject to staff recommendations.

A discussion was held regarding the safety issues that were mentioned, the proposed location of the sign, and the required landscaping.

ROLL CALL ON MOTION

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: May 2, 2023 (SPH)
May 16, 2023 (HPH)
REQUESTED BY: Mark Hunt

Item Title
Resolution setting a date for public hearing on the conditional rezoning of 5019 Hopewell Avenue (Lot 1, Hopewell Farm First Addition), A-1 Agricultural/Urban Reserve District to R-3 Mixed Residential District, submitted by CT Creek. (Case 23-018) (5/2/23)

Public hearing and first reading of an ordinance on the conditional rezoning of 5019 Hopewell Avenue (Lot 1, Hopewell Farm First Addition), A-1 Agricultural/Urban Reserve District to R-3 Mixed Residential District, submitted by CT Creek. (Case 23-018) (5/16/23)

Explanation
CT Creek has submitted a request to rezone 5019 Hopewell Avenue (Lot 1, Hopewell Farm First Addition) from A-1 to R-3. The future land use designation is split between Urban Medium Intensity (west) and Urban Low Intensity (east). Both future land use designations permit the rezoning to the R-3, Mixed Residential District. The petitioner is proposing this rezoning to accommodate a church on the west side of the subdivision and townhouses on the east side of the subdivision. This case was deferred from the March 15 Planning and Zoning Commission meeting to address some of the concerns of the Planning and Zoning Commission. A revised concept plan was subsequently submitted which shows a reduction in the number of 2-story townhouse units from 36 to 30. While it is not required, the developer has also provided a 30-foot wide landscaped buffer to separate the proposed structures from the adjoining single-family homes. Any future site development plan must materially conform to the concept plan submitted with the rezoning application.

Storm water detention is accommodated downstream via a regional detention facility in an outlot near Century Heights Tenth, Eleventh, and Twelfth Additions. Water quality features or further stormwater detention requirements will be evaluated by the City Engineer.

The proposed development is consistent with Comprehensive Plan Goal D: Provide Housing Options and Reinvest in Existing Neighborhoods and Goal G: Attract Young People.

The Planning and Zoning Commission made a recommendation for approval of the conditional rezoning at the April 19, 2023 meeting. Consult the staff report and attachments 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; Ordinance; (A) Staff Report with attachments; (B) Planning and Zoning Commission report to Mayor and City Council; (C) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter (3/15/23 and 4/19/23).

RESOLUTION NO. _____ - 23

RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON A CONDITIONAL REZONING OF 5019 HOPEWELL AVENUE (LOT 1, HOPEWELL FARM FIRST ADDITION) A-1, AGRICULTURAL/URBAN RESERVE DISTRICT TO R-3, MIXED RESIDENTIAL DISTRICT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for May 16, 2023, at 7:00 p.m., City Hall Council Chambers, 1609 State Street, on the matter of a conditional rezoning of 5019 Hopewell Avenue (Lot 1, Hopewell Farm First Addition) from A-1 Agricultural/Urban Reserve District to R-3, Mixed Residential District.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Return to: Michelle Spencer, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722

ORDINANCE NO. _____ - 23

AN ORDINANCE AMENDING THE BETTENDORF, IOWA ZONE MAP FOR 5019 HOPEWELL AVENUE LOT 1, HOPEWELL FARM FIRST ADDITION A-1 AGRICULTURAL/URBAN RESERVE DISTRICT TO R-3, MIXED RESIDENTIAL DISTRICT

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4, and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to 5019 Hopewell Avenue and which is legally described as Lot 1, Hopewell Farm First Addition, and which is now zoned A-1 Agricultural/Urban Reserve District is hereby repealed and said described land shall hereinafter be zoned R-3, Mixed Residential District with the following condition:

1. The site development plan shall adhere in principal to the approved concept plan;

and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map.

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

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the City Code of the City of Bettendorf, Iowa.

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

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: 5019 Hopewell Avenue - Rezoning
Author: Greg Beck
Department: Community Development
Date: April 19, 2023

Case No.:	23-018
Request:	Rezoning to permit a church and townhouse development
Location:	5019 Hopewell Avenue
Legal Description:	Hopewell Farm First Addition - Parcel No. 841105101
Applicant:	Ben Eastep - CT Creek
Current Zoning:	A-1, Agricultural/Urban Reserve District
Proposed Zoning:	R-3, Mixed Residential District
Future Land Uses:	Urban Medium Intensity (west - church) Urban Low Intensity (east - townhouses)

Background Information & Facts

This agenda item was deferred from the March 15 Planning and Zoning Commission meeting to address some of the concerns of the Planning and Zoning Commission. Ben Eastep of CT Creek has submitted a request to rezone Hopewell Farm First Addition from A-1 to R-3 (see Aerial Map, Attachment A). The future land use designation is split between Urban Medium Intensity (west) and Urban Low Intensity (east) (see Zoning Map and Future Land Use Map, Attachments B and C.) The petitioner is proposing this rezoning to accommodate a church on the west side of the subdivision and townhouses on the east side of the subdivision.

Future Land Use and Comprehensive Plan

Both future land use designations permit the rezoning to the R-3, Mixed Residential District which permits the church and townhouse developments. The proposed development is consistent with Comprehensive Plan Goal D: Provide Housing Options and Reinvest in Existing Neighborhoods and Goal G: Attract Young People.

Lot Configuration & Zoning Compliance

Lot 1 of Hopewell Farm First Addition contains 17.67 acres for the proposed church and residential units (see Final Plat and Zoning Aerial, Attachment D and E). The original concept showed a church, 26 single-story townhouse units, and 36 two-story townhouse units (see Concept Plan, Attachment F). The revised concept plan shows a reduction in the number of 2-story townhouse units from 36 to 30, and total townhouses from 62 to 56 (see Revised Concept, Attachment G). A 30-foot-wide landscaped buffer has also been provided facing the adjoining R-1 zoned subdivisions to the east and south. No buffer yard is required between R-3 and R-1 zoned parcels. The developer is providing a buffer yard equivalent to that found in R-4 and R-5 multi-family residence zoning districts to separate structures greater than 35 feet from adjacent single-family zoned parcels. The 30 2-story townhouse units are predominantly placed in the middle of the proposed residential site

(see 2-Story Townhouses, Attachment H). The single-story townhouses are concentrated on the outside of the residential portion of the lot near surrounding subdivisions (see Single-Story Townhouses, Attachment I). The church will face Middle Road (see Church Representation and Concept Plan, Attachments J and K).

Utilities

Utilities are present along Hopewell Avenue and Middle Road. Sanitary and storm sewer run through the middle of the parcel. Electrical service is available from the east side of Middle Road and the south side of Hopewell Avenue. Water is available from the east side of Middle Road. Telecommunications connections originate from the east side of Middle Road.

Thoroughfare Plan & Access

Middle Road access will be available only to the church. The church will also have access to Hopewell Avenue. The residential area would be accessed from two points north from Hopewell Avenue and from the south via extension of Butterfield Court from Fieldstone Pointe Addition (see Concept Plan, Attachment G).

Pedestrian and Trail Access

A 10-foot-wide recreational trail is on the north side of Hopewell Avenue, and a 5-foot-wide sidewalk is on the south side of Hopewell Avenue. All interior sidewalks are required to be 5 feet in width.

Off-Street Parking

Each 2-story townhouse unit will have a parking space in the interior and a drive area with another space. The single-story townhouse design shall have two spaces inside and room for two cars outside.

Stormwater Detention

Storm water detention is accommodated downstream in an outlot near Century Heights Tenth, Eleventh, and Twelfth Additions. Any water quality features or further stormwater detention requirements would need to be evaluated by the City Engineer.

Landscaping

Staff contends that even though landscaping is not required, additional landscaping should be provided by the developer as was done in other nearby subdivisions for the portion of Hopewell Farm First Addition bordering Century Heights Nineteenth Addition and Fieldstone Pointe Addition.

Lighting

Any lighting from the church would be evaluated at the time a site development plan is submitted for the church.

Floodplain

A portion of Hopewell Farm First Addition is separated by a drainageway which has been outlined on the original plat to contain the 100-year flood hazard area (see Final Plat and FEMA Flood Map, Attachments D and L).

Staff Recommendation

Since the developer has provided a landscaped buffer yard required for more intense use zoning districts and reduced the number of townhouses, staff sees the rezoning concept as fitting the requirements to recommend approval of the rezoning. In addition to the analysis provided above, staff finds the zoning amendment adequately addresses the following concerns as prescribed in 11-15-13(B) of the Zoning Ordinance:

1. The rezoning conforms to the future land use map in the comprehensive plan as described in the Preamble and further in subsection A-1-3 of Appendix 1.
2. The amendment is consistent with the goals and objectives of the comprehensive plan.
3. If the responses for Subsection 11-15-13 B.1. and 11-15-13 B.2. of this section are not affirmative, then either the amendment request recommendation must be denied, or the planning and zoning commission and city council must amend the comprehensive plan to provide the required consistency.
4. The subject property, after the city council approval of the requested rezoning, will be designed to permit characteristics of said zoning district that will not negatively impact the nearby parcels.
5. The potential externalities and applicable performance standards requirements governing factors (such as noise, neon lights, odors, etc.) of the rezoning request have been adequately considered.
6. There are adequate public utilities and services available to the land if rezoned. If not, there is an identified party who will pay to install them.
7. The pattern of development that has occurred surrounding the subject property is examined, as other characteristics of the subject property are considered, to make a determination regarding a request for an amendment change.
8. The proposed amendment is in the public interest and not solely in the interests of the applicant.

Other conditions added to the approval of the rezoning include:

1. Any future site development plan must materially conform to the concept plan accompany this rezoning application.
2. Approval by the City Council of a final plat.
3. Approval by the City Council of site development plans for both the church and townhouse developments.

Respectfully submitted,

Greg Beck
City Planner

Case No. 23-018: 5019 HOPEWELL AVENUE
Rezoning A-1 to R-3

ATTACHMENT A



N

By Class

RDCLASS

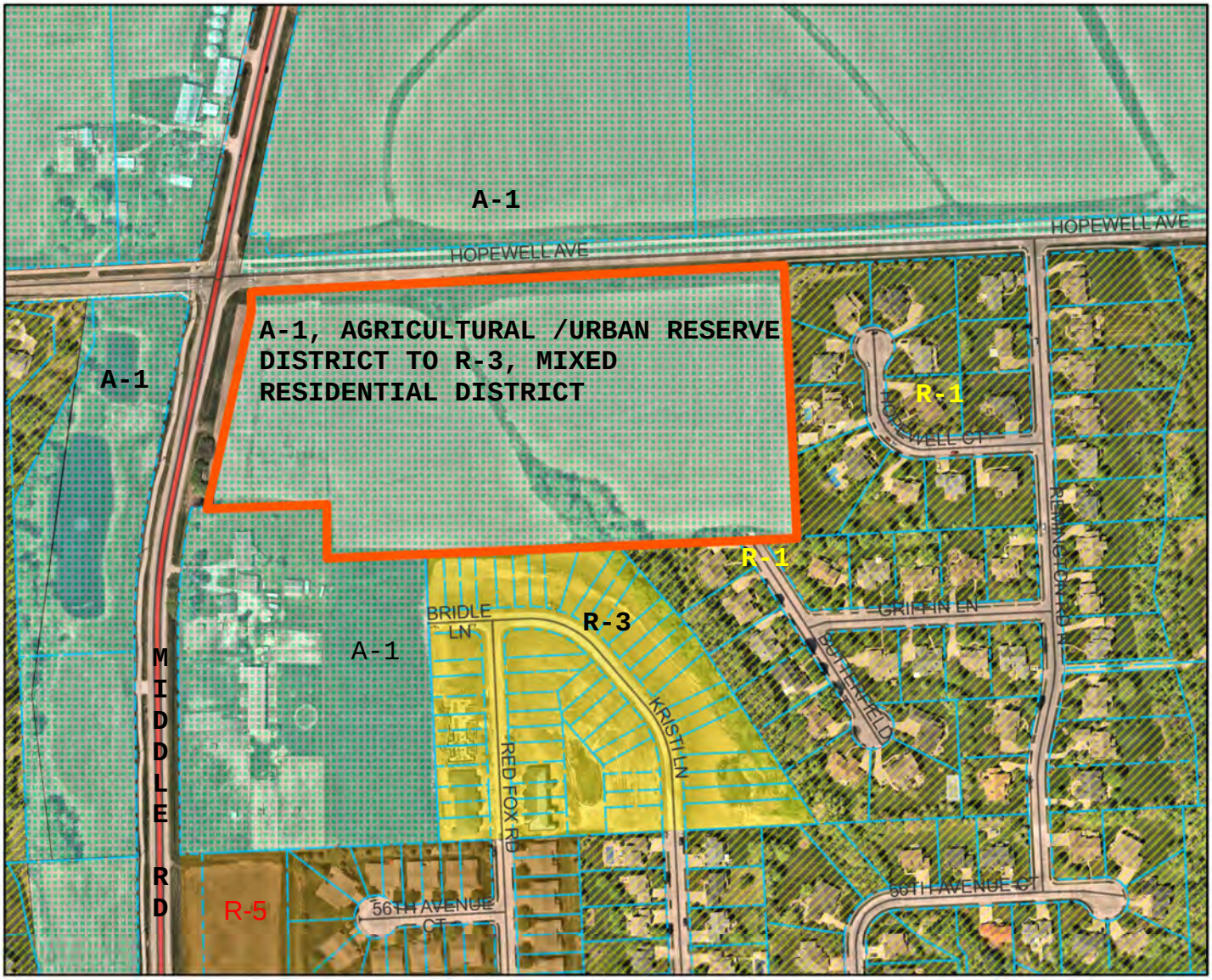
- Alleyway/Access Road
- Bike Trail
- County Route
- Driveway
- Interstate
- Local road in unincorporated area
- Local road within incorporated area or Park View
- Major road
- Pedestrian trail/walkway
- Ramp
- State Highway
- US Highway
- <all other values>
- City Limits
- Property Lines
- Creeks
-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

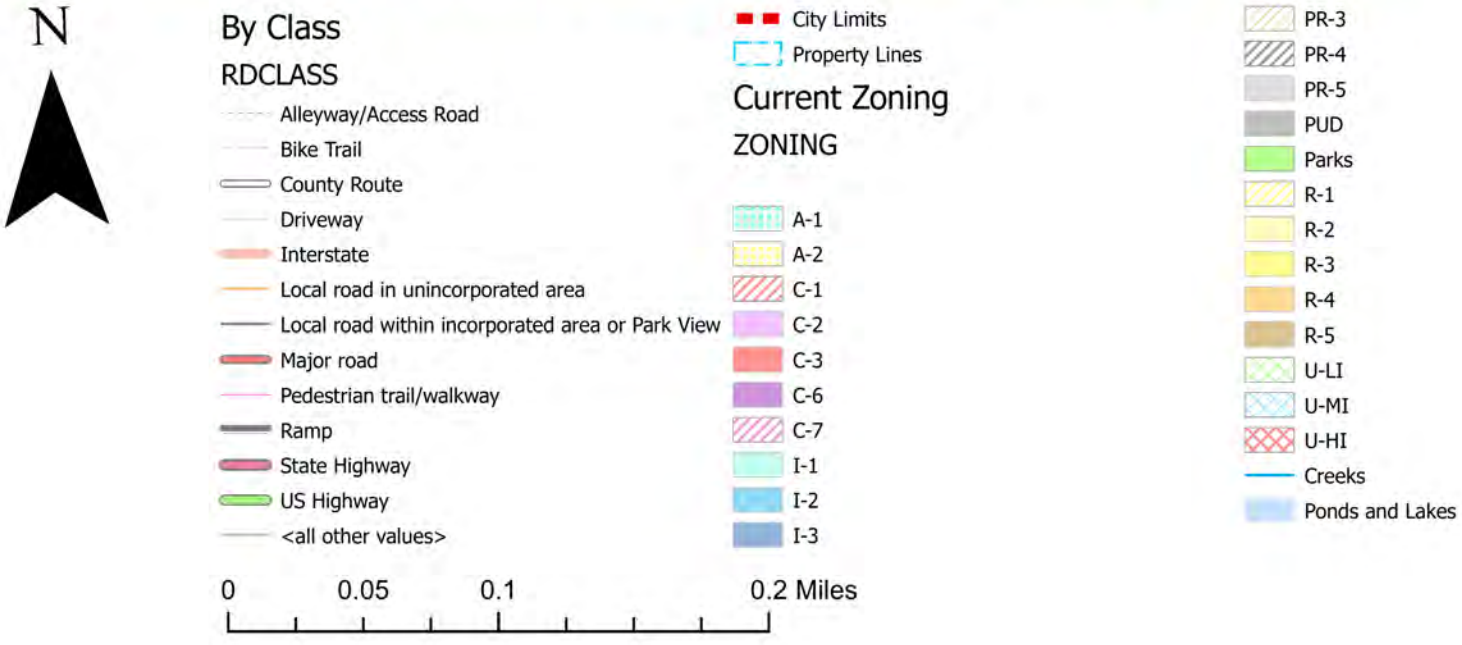
0 0.05 0.1 0.2 Miles

Case No. 23-018: 5019 HOPEWELL AVENUE
Rezoning A-1 to R-3

ZONING MAP

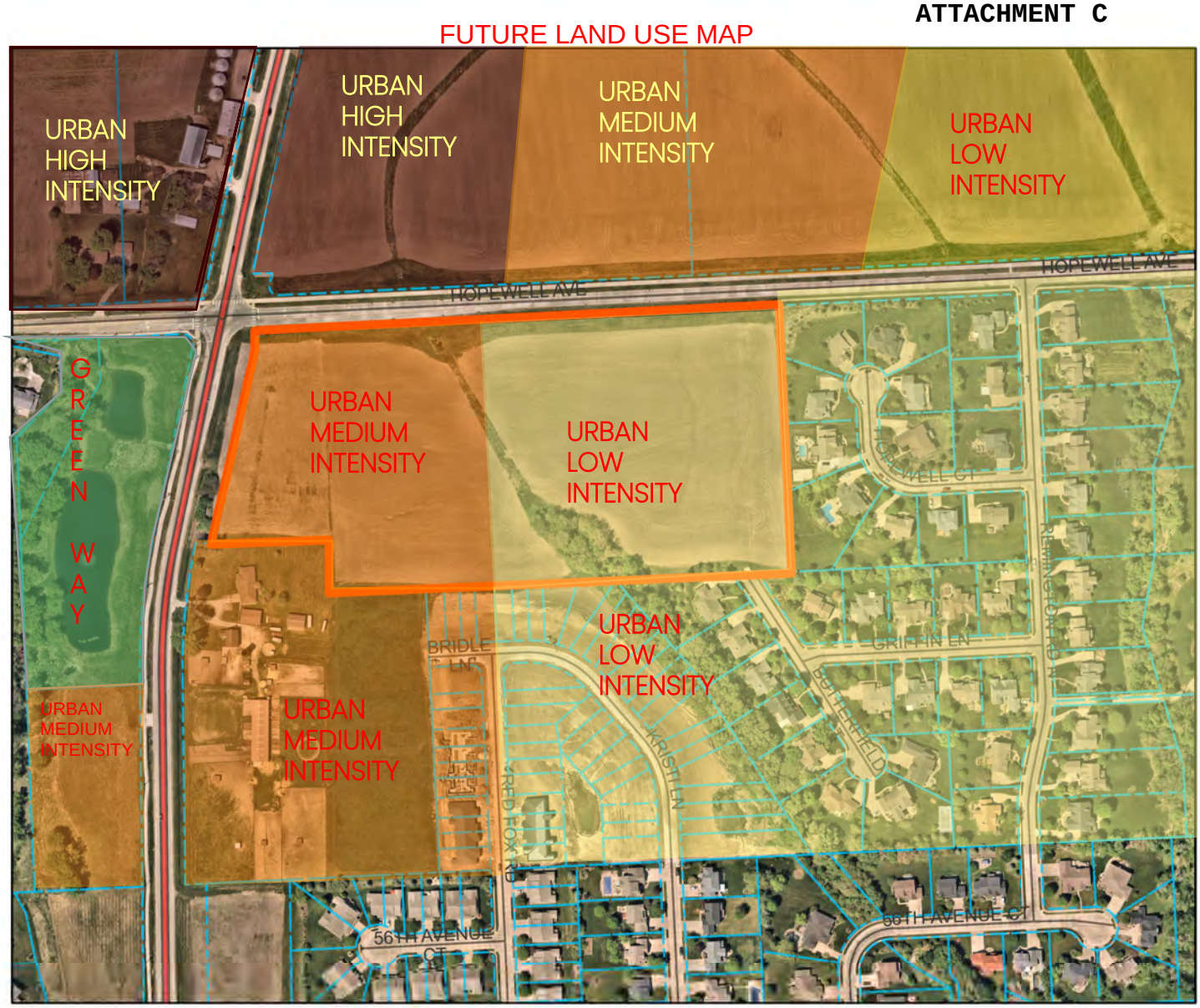
ATTACHMENT B





Case No. 23-018: 5019 HOPEWELL AVENUE
Rezoning A-1 to R-3

ATTACHMENT C



100 0 0 25 50 100

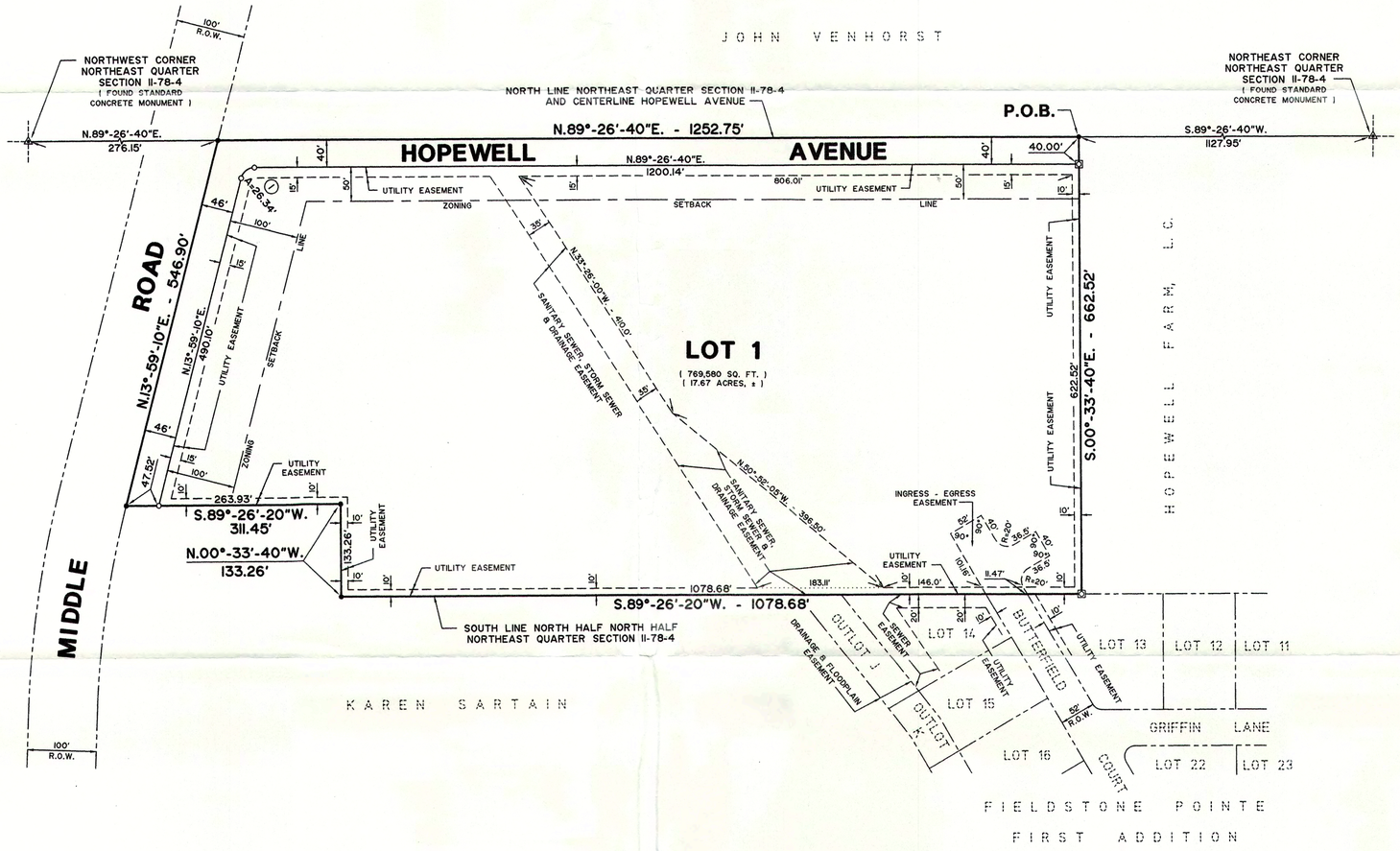
(SCALE : 1" = 100')

FINAL PLAT OF

HOPEWELL FARM FIRST ADDITION

TO THE CITY OF BETTENDORF, IOWA

BEING PART OF THE NORTHEAST QUARTER OF SECTION 11
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M.



OWNER - DEVELOPER

HOPEWELL FARM, L.C.

3122 EAST 35th STREET COURT

DAVENPORT, IOWA

ATTN: ROB FICK

GENERAL NOTES

IRON MONUMENTS FOUND SHOWN THUS —•— (5/8"ϕ IRON PIN)

IRON MONUMENTS SET SHOWN THUS —○— (5/8"ϕ x 30" IRON PIN)

CONCRETE MONUMENTS SET SHOWN THUS —⊠— (6" x 6" x 48")

DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SUBDIVISION CONTAINS 19.36 ACRES, MORE OR LESS.

FOR THIS SURVEY THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11-78-4 WAS ASSUMED TO BEAR N.00°-01'-15"W.

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

ALL STREET RIGHT OF WAYS ARE DEDICATED TO THE CITY OF BETTENDORF, IOWA, FOR STREET PURPOSES.

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

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

ANY STORM SEWER SYSTEM WITHIN THE DESIGNATED SEWER AND DRAINAGE EASEMENT ACROSS LOT 1 SHALL BE DESIGNED TO ACCOMMODATE THE 100 YEAR STORM EVENT.

THE DEVELOPMENT ON LOT 1 MUST MEET THE MIDDLE ROAD CORRIDOR OVERLAY DISTRICT DEVELOPMENT STANDARDS.

THE MIDDLE ROAD ACCESS TO LOT 1 SHALL BE LIMITED TO RIGHT-IN / RIGHT-OUT AT SUCH TIME AS MIDDLE ROAD IS DEVELOPED WITH A MEDIAN BARRIER.

CURVE NUMBER	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	TANGENT
1	20.00'	75°-27'-30"	26.34'	24.48'	N.51°-42'-55"E.	15.47'

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

Signature: David L. Meyer

David L. Meyer, P.E. & L.S., License Number 7222

Date: OCTOBER 31, 2003

My license renewal date is December 31, 2004

THIS SHEET ONLY

Pages or sheets covered by this seal:

DAVID L. MEYER LICENSED 7222 IOWA PROF. ENGR. & LAND SURVEYOR

QWEST COMMUNICATIONS

BY Brent Sc

DATE 11-25-2003

MIDAMERICAN ENERGY COMPANY

BY Mike Gallant

DATE 11-25-03

APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN ENERGY COMPANY

IOWA-AMERICAN WATER CO.

BY Julie J. DeBois

DATE

MEDIACOM

BY Chuck Hunstiger

DATE 11/25/03

PLAN & ZONE COMMISSION

BY Robert H. Gallagher

DATE 12/18/03

CITY OF BETTENDORF, IOWA

BY

ATTEST Decker P. Pearce

DATE 12-17-03

PREPARED BY

VERBEKE - MEYER CONSULTING ENGINEERS, P.C.

DAVENPORT, IOWA

VMCE 03259

NATIONAL PRINTFAST NO. 185BL-24X36

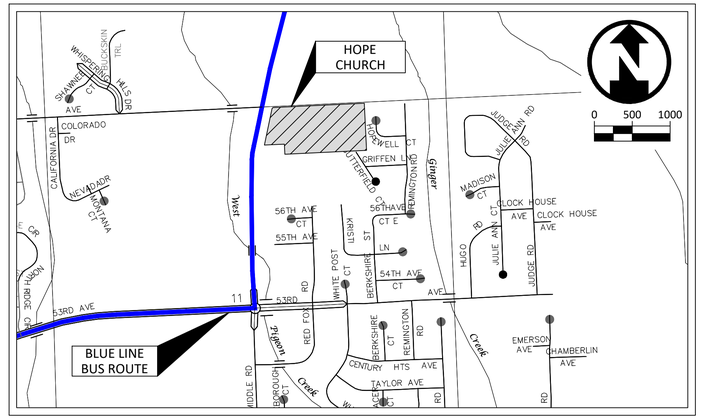
REZONING EXHIBIT

HOPE CHURCH

BETTENDORF, SCOTT COUNTY, IOWA



PROJECT VICINITY MAP - CITY OF BETTENDORF



APPLICANT INFORMATION:

OWNER:	APPLICANT:	PREPARED BY:
FIRST ASSEMBLY OF GOD 1811 18TH STREET BETTENDORF, IOWA 52722	CT CREEK 3480 GLENBROOK CIRCLE NORTH BETTENDORF, IOWA 52722-4978	AXIOM CONSULTANTS, LLC C/O BRIAN BOELK 60 E. COURT STREET, UNIT 3 IOWA CITY, IOWA 52240 319-519-6220 BBOELK@AXIOM-CON.COM

LEGAL DESCRIPTION:

LOT 1 OF HOPEWELL FARM FIRST ADDITION AS RECORDED IN DOCUMENT #2003-64452, CITY OF BETTENDORF, SCOTT COUNTY, IOWA.

ZONING INFORMATION:

CURRENT ZONING: A-1

PROPOSED ZONING: R-3

ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE

PROJECT NAME: HOPE CHURCH BETTENDORF, IA

CLIENT NAME: CT CREEK

SHEET NAME: REZONING EXHIBIT

PROJECT NO.: 230008

DESIGN PROFESSIONAL: BOELK

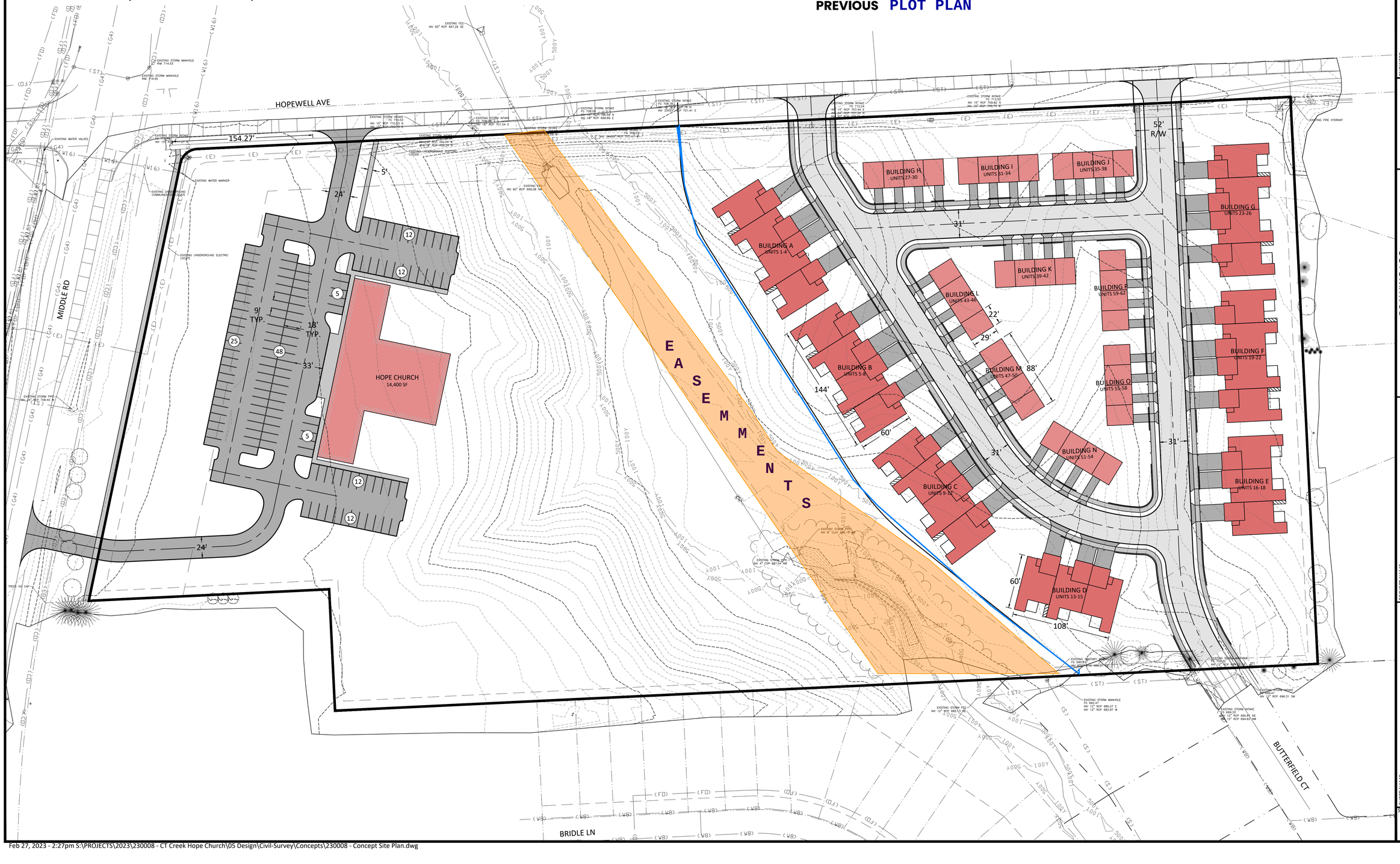
SHEET NUMBER: RE.21

CONCEPT SITE PLAN

HOPE CHURCH

BETTENDORF, SCOTT COUNTY, IOWA

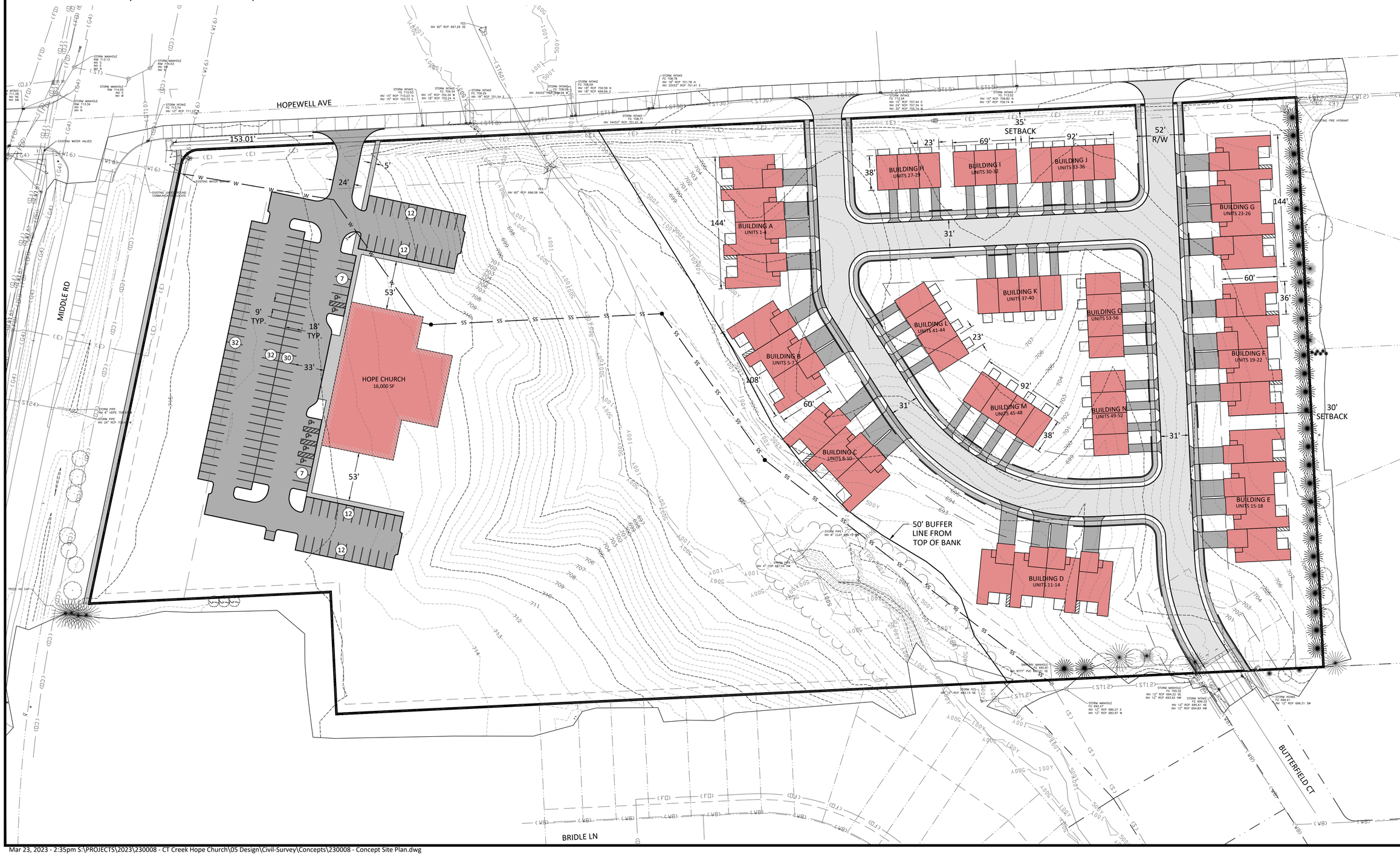
PREVIOUS PLOT PLAN


HOPEWELL AVE
MIDDLE RD
BRIDLE LN
BUTTERFIELD CT
154.27'
HOPE CHURCH
14,400 SF
24'
9' TYP.
18' TYP.
33'
5'
52' R/W
31'
EASEMENTS
BUILDING A
UNITS 1-4
BUILDING B
UNITS 5-8
BUILDING C
UNITS 9-12
BUILDING D
UNITS 13-15
BUILDING E
UNITS 16-18
BUILDING F
UNITS 19-22
BUILDING G
UNITS 23-26
BUILDING H
UNITS 27-30
BUILDING I
UNITS 31-34
BUILDING J
UNITS 35-38
BUILDING K
UNITS 39-42
BUILDING L
UNITS 43-46
BUILDING M
UNITS 47-50
BUILDING N
UNITS 51-54
BUILDING O
UNITS 55-58
BUILDING P
UNITS 59-62
144'
60'
108'
88'
22'
29'
31'
EXISTING WATER VALVES
EXISTING WATER MARKER
EXISTING STORM MANHOLE
EXISTING STORM INTAKE
EXISTING UNDERGROUND ELECTRIC
EXISTING UNDERGROUND COMMUNICATIONS
EXISTING STORM PIPE
EXISTING FIRE HYDRANT
EXISTING SANITARY MANHOLE
EXISTING STORM MANHOLE
EXISTING STORM INTAKE
EXISTING STORM PIPE
EXISTING FES
EXISTING STORM INTAKE
EXISTING STORM MANHOLE
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CONCEPT SITE PLAN

HOPE CHURCH

BETTENDORF, SCOTT COUNTY, IOWA



ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

0 25 50

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE

PROJECT NAME:
HOPE CHURCH
BETTENDORF, IA

CLIENT NAME:
CT CREEK

SHEET NAME:
CONCEPT SITE PLAN

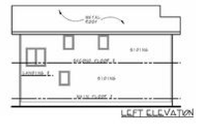
PROJECT NO.:
230008

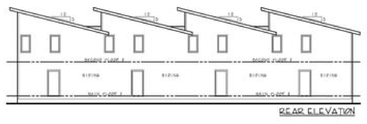
DESIGN PROFESSIONAL:
BOELK

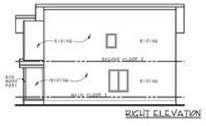
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A.21





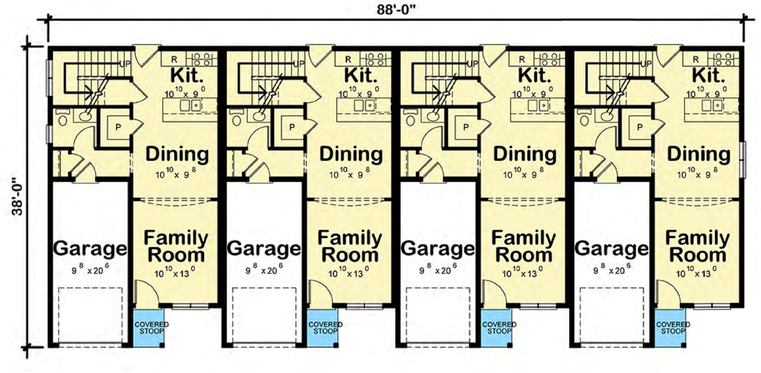




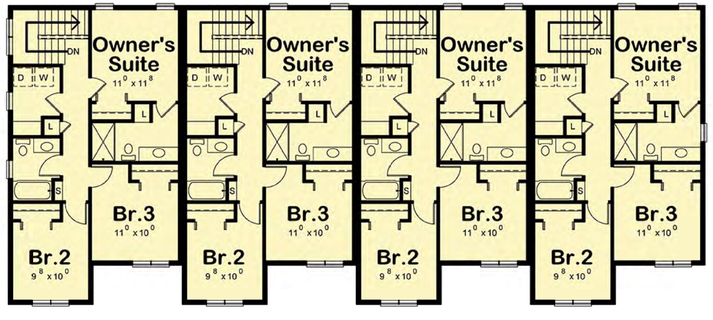


Floor Plans

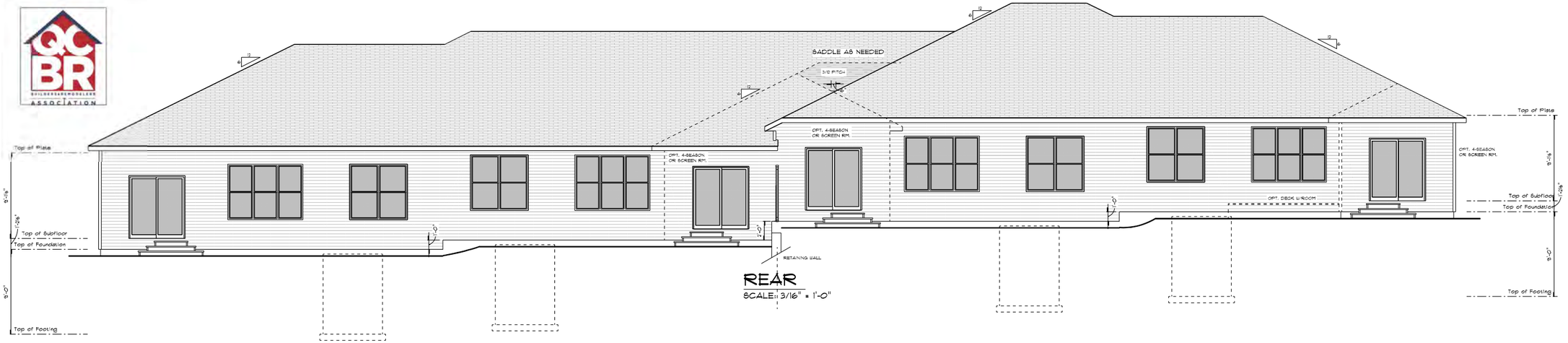
Main Level



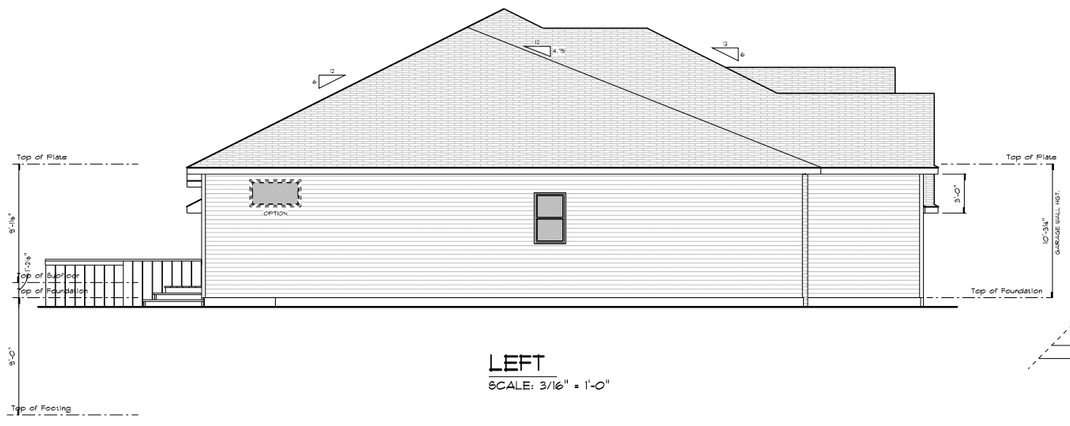
2nd Floor



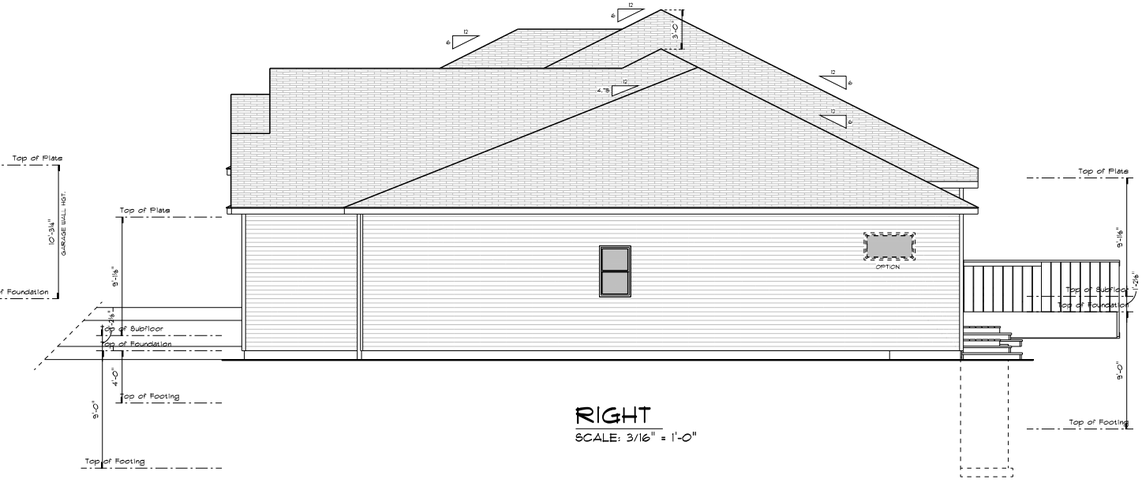
ATTACHMENT I



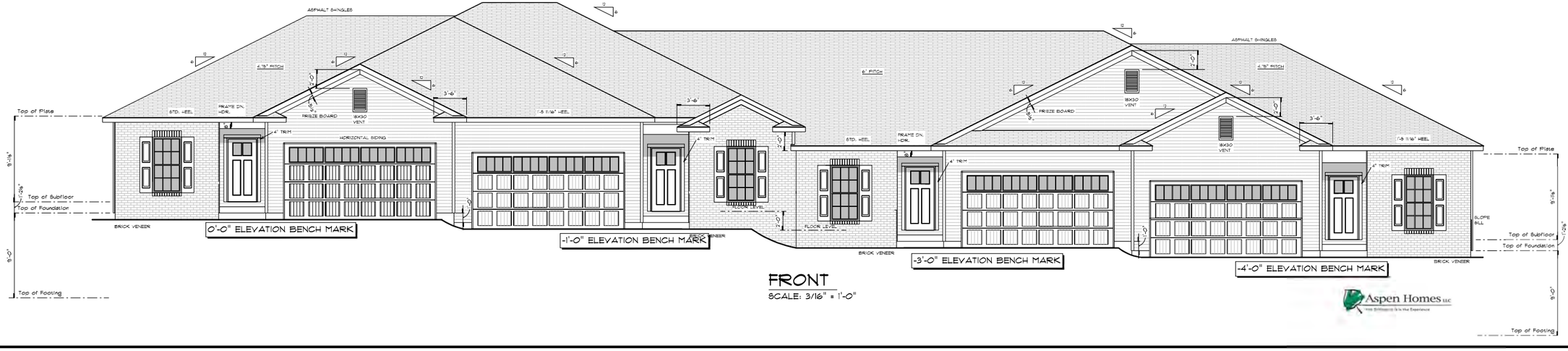
REAR
SCALE: 3/16" = 1'-0"



LEFT
SCALE: 3/16" = 1'-0"



RIGHT
SCALE: 3/16" = 1'-0"



FRONT
SCALE: 3/16" = 1'-0"

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ASPEN HOMES L.L.C.
4-UNIT CONDO FINAL

ORIGINAL DATE
2/19/2019

REVISIONS
2/11/2020
01/23/2020
2/3/2020
2/10/2020
2/11/2020

3
5

ELEVATIONS

Aspen Homes LLC

MEMBER AIBD AMERICAN INSTITUTE OF BUILDING DESIGN



CONCEPTUAL RENDERING

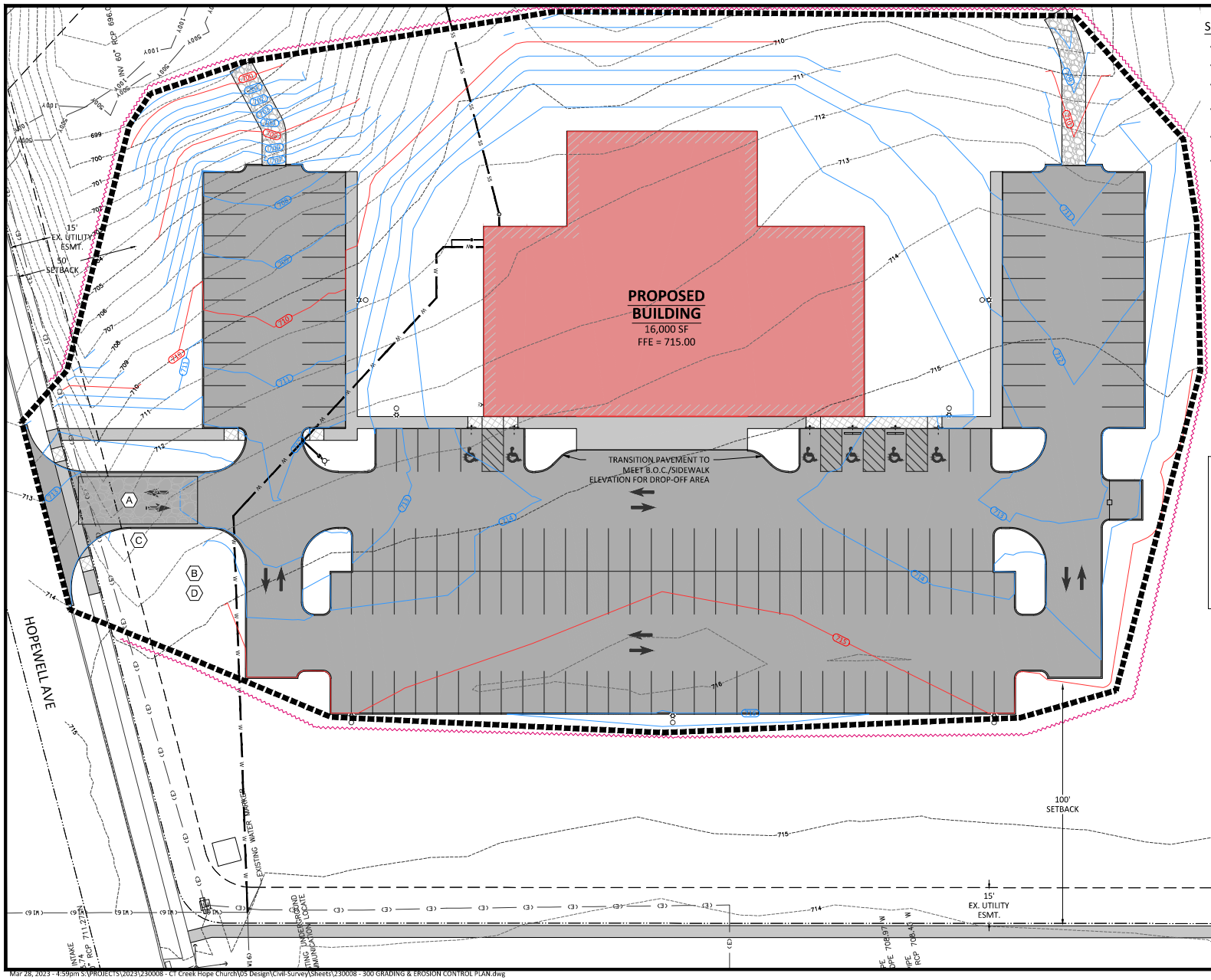
HOPE CHURCH

2023.02.23

POINT BUILDERS
BUILDING INNOVATIVE SOLUTIONS

VANTAGE
ARCHITECTS

ATTACHMENT K



SWPPP PLAN KEYNOTES:

- (A) INSTALL STABILIZED CONSTRUCTION ENTRANCE. 50'X20'
- (B) PROVIDE SANITATION FACILITY (PORTABLE RESTROOM.)
- (C) PROVIDE CONCRETE WASHOUT.
- (D) PROVIDE ENCLOSURE FOR STORAGE OF DOCUMENTS (PERMITS, SWPPP, INSPECTION FORMS, ETC.)
- (E) INSTALL PERIMETER MEASURES PRIOR TO STARTING CONSTRUCTION.
- (F) CONSTRUCTION LIMITS.

NOTES

1. CONTRACTOR TO PROVIDE STOCKPILE TEMPORARY EXCAVATION SPOILS ON SITE AND PROVIDE PERIMETER MEASURES ON DOWN-SLOPE SIDE OF PILE TO CONTAIN RUNOFF AND PREVENT SEDIMENT TRANSPORTATION.
2. FINAL RESTORATION OF ALL NON-PAVED DISTURBED AREAS TO BE SEEDED AND MULCHED WITH TYPE 1 LAWN MIXTURE UNLESS SHOWN OTHERWISE.
3. CONTRACTOR TO PROVIDE APPROPRIATE TRAFFIC CONTROL WHEN NECESSARY. TRAFFIC CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. STORM WATER MANAGEMENT FOR THIS SITE HAS BEEN PREVIOUSLY ACCOUNTED FOR OFFSITE.

LEGEND:

SILT FENCE OR FILTER SOCK

STORMWATER POLLUTION PREVENTION:

SITE AREA: THE SITE IS APPROXIMATELY 6.86 ACRES OF WHICH 2.95 ACRES WILL BE DISTURBED BY CONSTRUCTION ACTIVITIES.

DISTURBED AREA GREATER THAN 1.00 ACRE, GENERAL PERMIT 2 (GP2) IS REQUIRED, BETTENDORF CONSTRUCTION SITE RUNOFF (CSR) PERMIT IS REQUIRED.

RECEIVING WATERS: THE DEVELOPMENT SITE WILL DRAIN TO PIGEON CREEK AND ULTIMATELY TO THE MISSISSIPPI RIVER.

NOT FOR CONSTRUCTION

ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

0 10 20

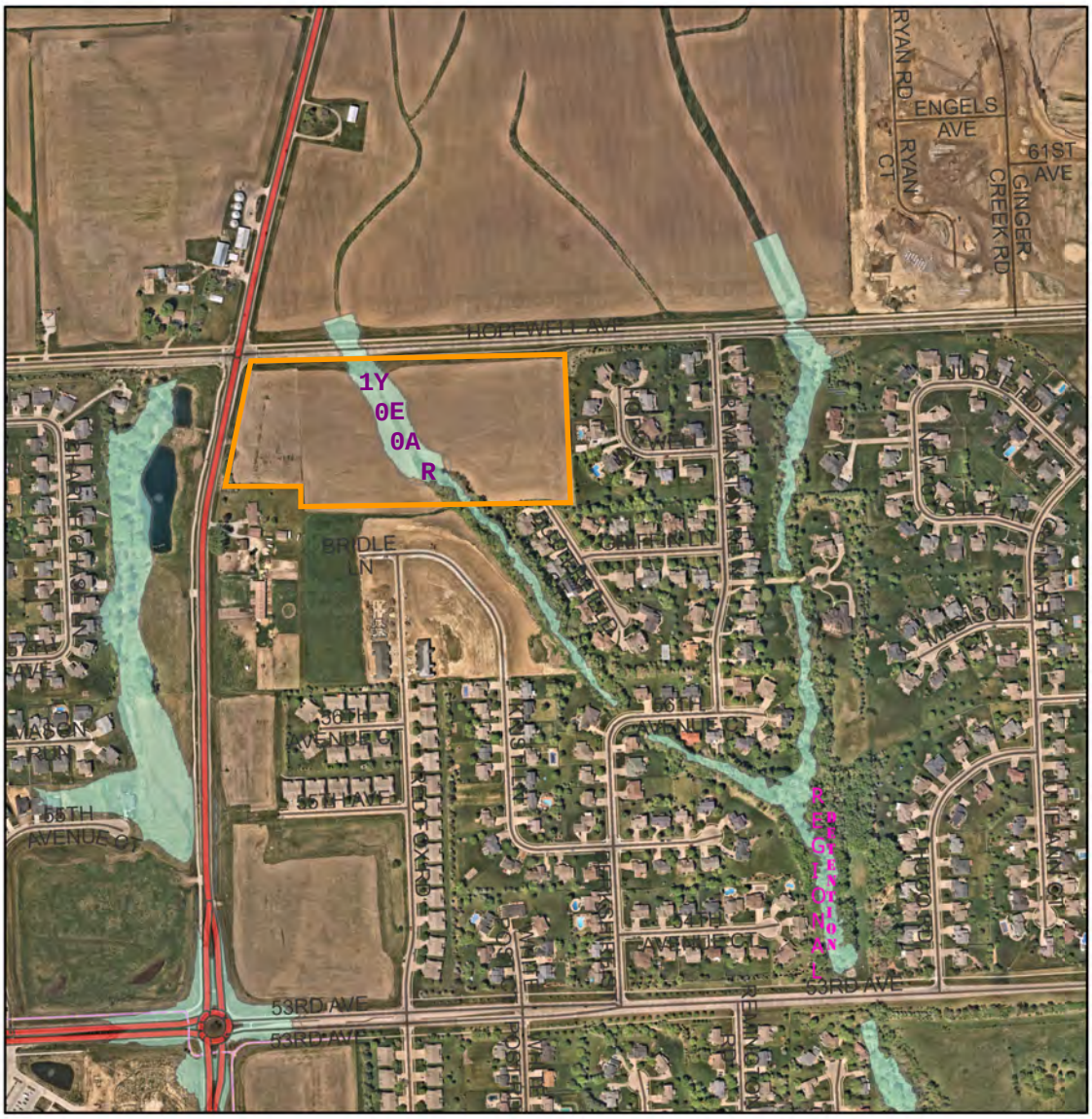
DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE
1	CITY FIRST SUBMITTAL	03.28.2023

PROJECT NAME: HOPE CHURCH
BETTENDORF, IA 52722
CLIENT NAME: CT CREEK
SHEET NAME: GRADING & EROSION CONTROL PLAN
PROJECT NO: 23-0008
DESIGN PROFESSIONAL: BOELK
SHEET NUMBER: C-300

FEMA FLOOD HAZARD AERIAL

ATTACHMENT L



N

0 0.05 0.1 0.2 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
- Creeks
- Ponds and Lakes

Flood Zone

FLD_ZONE

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- A
- AE
- AREA NOT INCLUDED
- X
- X PROTECTED BY LEVEE
- <all other values>

April 26, 2023

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

SUBJECT: Planning and Zoning Commission's decision on the conditional rezoning of 5019 Hopewell Avenue (Lot 1, Hopewell Farm First Addition, A-1 to R-3, submitted by CT Creek. (Case 23-026)

Honorable Mayor and Members of the City Council:

On April 19, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named conditional rezoning request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

8. Case 23-018 – Rezoning; 5019 Hopewell Avenue, A-1 Agricultural/Urban Reserve District to R-3 Mixed Residential District, submitted by CT Creek. (Staff: Beck) (Postponed at meeting of March 15, 2023 meeting)

Beck reviewed the staff report. Hunt added that as a result of comments received at the neighborhood meeting, the developer reduced the number of townhouse units by 6 and increased the width of the buffer between the single-family homes and the proposed development. He commented that the site is constrained by the 50-foot stream bank requirement required by the city.

Kappeler asked what type of plantings will be installed in the landscape buffer. Beck stated that the city's preference is for evergreens. Kappeler asked for clarification of the width of the setback between the existing subdivisions and the proposed development. Beck explained that the required setback is 25 feet but that it has been increased to 30 feet.

Gannaway asked for clarification of how Butterfield Court will be extended. Morlok explained that the intent was always for the street to be extended which is evidenced by the fact that there is an easement in place. He added that the city would never have imposed a requirement for a cul-de-sac on an adjoining property,

Wennlund opened the public hearing and asked if there is an affidavit of publication. Fuhrman confirmed this.

Glenn Dugan, 5736 Butterfield Court, expressed concern about the possible reduction in property values in his neighborhood and the drastic mismatch between the two types of neighborhoods. He added that he believes the city's justifications for recommending approval of the rezoning request are baseless. He suggested that another developer be found who will build single-family homes on the property.

John Huffman, 5575 Berkshire Street, stated that he had sent an e-mail to city staff regarding his concerns but had not received a reply and expressed concern about the storm water runoff from nearby subdivisions that negatively impacts his property. He stated that a detention basin must be located on the property in question, not further downstream. He requested that the Commission not move forward until there is a storm water management plan in place based on current conditions. He added that he believes that residents should be afforded the ability to attend meetings virtually.

Neal Griffith, 5350 Griffin Lane, stated that there are enough high-density residential areas in the city, adding that the proposed development is too dense for the neighborhood.

Craig Ruesch, representing Hope Church, explained that while he would have considered a single-family subdivision for the property in question, he had been approached by a developer who proposed the multi-family residential development. He commented that his engineer has been working with city staff regarding the storm water issue, adding that the proposed development is compliant with the city's comprehensive plan.

Tim Cernin, 5213 Hopewell Court, stated that he believes that the opportunity to address the Commission at meetings should be equal for all people who can't attend the meeting in person. He asked if the Commissioners had read e-mails submitted by the Wendy and Tony Clifton and Jim Walsh. Wennlund confirmed this. Cernin indicated that he does not believe that a 30-foot buffer is wide enough and that a berm should be required. He expressed concern about safety issues related to additional school bus traffic, the proposed on-street parking, the disparity in average assessed value and size of the proposed units compared to his neighborhood, storm runoff generated by this and future developments, and reduction in his property values. He commented that there are better locations for affordable housing and that he and his neighbors are not opposed to the church's being built near them. He requested that the property be rezoned to R-1 instead.

Curran stated that the Commission wants to hear from all concerned parties regarding the cases before them, adding that some of the rules related to open meetings and remote access were changed under Covid. He explained that while the city is not yet able to open remote access to everyone, the e-mail from Wendy Clifton would be read directly into the record at her request. He stated that all written correspondence is made a part of the record.

Jeff Haynes, 2815 Edgewood Drive, stated that he is a member of the church and that they have the best intentions for the development of the property. He added that the developer has made some concessions in an attempt to alleviate some of the neighborhood's concerns.

Heidi Huiskamp-Collins, 5620 Butterfield Court, expressed concern about the possibility that the assessed value of her home will go down because of the neighbors who are going to move into the R-3 area.

Ruesch explained that while he had indicated that he would have been willing to accept an offer from a developer who would zone the property R-1, that offer never happened. He stated that the church is under contract with CT Creek for an R-3 development.

Rob Davis, CT Creek, stated that the concerns expressed by the residents at the neighborhood meeting resulted in the developer's reducing the number of units by 6 which is a significant number. He commented that the proposed number of units is only one third of what would be allowed.

Brian Boelk, Axiom Consultants, explained that the current request is for a rezoning only, not a site development plan. He added that some of the issues that have been brought up will be addressed at the site plan stage. He stated that the proposed R-3 district is compliant with the comprehensive plan, reiterating that the addition of a landscaped buffer on the east and south side of the subdivision is beyond what is required. Boelk stated that it is common to have a transition from single-family to townhomes, adding that the exact situation is located directly to the south in The Meadows subdivision.

Wennlund read an e-mail from Wendy Clifton, 5323 Hopewell Court, who had requested that it be read into the record.

Wennlund closed the public hearing.

Curran reviewed the legislative process with regard to rezoning requests as they relate to the Commission and City Council and the guidance in the City Code. Kappeler explained that the Commission does not have the authority to change the proposed zoning district to R-1 as was suggested by several residents. She added that the Commission can only evaluate the request as submitted by the developer.

Morlok explained that all of the area generally bounded by Middle Road on the west, Willmeyer Drive on the east, and Hopewell Avenue and 53rd Avenue on the north and south are served by a single regional storm water detention basin located on the north side of 53rd Avenue. He stated that none of the people who live in that area have a storm water detention basin in their own subdivision. He stated that the argument that the current developer must include a detention basin is not applicable. Morlok explained that the entire basin was engineered with established runoff rates to serve the entire area. He added that Ginger Creek and the north leg of Pigeon Creek are federally regulated, adding that small, individual basins are not allowed. He stated that water quality volume will be required for each lot in the proposed subdivision which will filter the water before it reaches the creek. He indicated that review of the water quality and preliminary engineering calculations will occur during the site development plan review phase.

Hunt reviewed an e-mail from Huffman he received on April 6 regarding a meeting held on April 5 at which Huffman expressed concerns about storm water. He apologized if he had missed any other e-mails from Huffman or any other concerned parties.

Ormsby asked how the proposed development would be an investment in the existing neighborhood as stated in the staff report, adding that she had checked with several realtors who had indicated that property values would be reduced by building homes of a lower cost than those that are existing. She asked for clarification of the location of Section 11-15-13(b) in the code. Beck explained that the section is the 8-step rezoning test which references conformance to the future land use map and consistency with the goals of the Comprehensive Plan. He added that both the ULI and UMI future land use designations permit the proposed R-3 zoning district. Beck stated that Goal E relates to providing housing options and reinvesting in existing neighborhoods, adding that the proposed development will have a different type of housing than the surrounding single-family homes. He stated that the Comprehensive Plan refers to uses becoming more intense as they move toward more heavily-traveled streets such as Middle Road, which is an arterial. He stated that the intent is to provide a buffer with a housing type that is more intense than the existing single-family to the east.

Ormsby commented that the Commission must decide whether the proposed development will negatively impact nearby parcels. Wennlund stated that the most recent assessments for the two single-family homes on Kristi Lane that directly abut the multi-family development to the south have increased by 15-25 percent. He commented that the data does not appear to show that there was a negative impact caused by The Meadows development.

Stoltenberg stated that the plan all along has been to transition to more intense uses along the Middle Road corridor. He added that the proposed residential development will provide a

buffer and that he does not believe that it will reduce the property values of the homes in the adjacent neighborhood.

Gibson commented that she will vote in favor of the request after considering the information the Commission was given, the fact that home values do keep going up in Bettendorf, and because the plan has always been to have a transition.

Kappeler stated that while revisions have been made over time to the Comprehensive Plan, the review committees she served on have always wanted to have a step down effect where there are very intensive uses planned along arterial roads with some type of buffer as you move away from those busy streets. She commented that the proposed development is a good example of that planning principle, adding that the neighbors in many of the places where residents pointed out as examples of good development were opposed to those projects.

> On motion by Stoltenberg, second by Gannaway, that the request to rezone 5019 Hopewell Avenue from A-1 to R-3 be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: April 18, 2023
REQUESTED BY: Mark Hunt

Item Title

Resolution setting a date for public hearing on future land use map amendments for property located at the southwest corner of Devils Glen Road and Forest Grove Drive, submitted by E & A Enterprises, LLC. (5/2/23)

Parks and Open Space to UMI Urban Medium Intensity (Case 23-013)

Parks and Open Space to ULI Urban Low Intensity (Case 23-021).

Public hearing and first reading of ordinances on future land use map amendments for property located at the southwest corner of Devils Glen Road and Forest Grove Drive, submitted by E & A Enterprises, LLC. (5/16/23)

Parks and Open Space to UMI Urban Medium Intensity (UMI) (Case 23-013)

Parks and Open Space to ULI Urban Low Intensity (Case 23-021).

Explanation

E & A Enterprises, LLC is requesting an amendment to the Future Land Use Map for property located southwest of the intersection of Forest Grove Drive and Devils Glen Road from Parks & Open Space to part Urban Low Intensity (ULI) and part Urban Medium Intensity (UMI). The property is currently zoned C-1, Neighborhood Commercial and is in agricultural production. From 1999 until recently, the location included the Ball Park at Noel Farms, home of the Barnstormer Baseball Club. A site development plan was reviewed and approved by the City Council in 1999; on this plan the baseball use is cited as a temporary commercial use. In addition, the approved site plan contains the following note: "*2. The ball diamonds and proposed concession stand are temporary developments until the site becomes viable as a commercial development in accordance with the City's long term land use plan.*"

Since the area in question was annexed into the City of Bettendorf in 1971, the corner of Forest Grove Drive and Devils Glen Road has consistently been designated as medium-density residential to mixed use commercial/residential future land uses. This can be seen on multiple iterations of the City's Comprehensive Plan and Future Land Use Map. Upon adoption of the most recently updated Comprehensive Plan and Future Land Use Map in 2017, the area was changed to Parks and Open Space. Staff cannot find any minutes or citations in the record which explains the reasoning for the Future Land Use designation change from Office/Transitional and Commercial to Parks and Open Space.

The proposed Future Land Use Map amendments for the southwest corner of Forest Grove Drive and Devils Glen Road are consistent with many of the Comprehensive Plan's goals and strategies for development in the City of Bettendorf, and the proposed amendments would have likely been adopted by the City in the 2017 Comprehensive Plan update if the private, temporary baseball fields were not errantly designated as Future Parks and Open Space. Furthermore, the land has never been contemplated as a park

according to multiple iterations of the Parks Master Plan, nor has the ground been contemplated for purchase in any City Council budget or strategic plans. It is the opinion of staff with unanimous concurrence of the Planning and Zoning Commission that the change to Parks and Open Space was in error in 2017.

The Planning and Zoning Commission made a recommendation for approval of the future land use amendment requests by a 7-0 margin at the April 19, 2023 meeting.

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

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

N/A

List attachments

Resolution; Ordinances; (A) Staff Report with attachments; (B) Planning and Zoning Commission report to Mayor and City Council; (C) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____- 23

RESOLUTION SETTING A DATE FOR PUBLIC HEARING FOR FUTURE LAND USE MAP AMENDMENTS FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE

PARKS AND OPEN SPACE TO UMI URBAN MEDIUM INTENSITY (CASE 23-013)
PARKS AND OPEN SPACE TO ULI URBAN LOW INTENSITY (CASE 23-021)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for May 16, 2023 at 7:00 p.m., City Hall Council Chambers, 1609 State Street on the matter of a Future Land Use Map amendment for property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive:

23-013 Open Space and Parks to UMI Urban Medium Intensity (Case 23-013)
23-021 Open Space and Parks to ULI Urban Light Intensity (Case 23-021)

PASSED, APPROVED, AND ADOPTED this 2nd day May, 2023.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Return to: Michelle Spencer, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722

ORDINANCE NO. _____ - 23

FUTURE LAND USE MAP AMENDMENT FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE OPEN SPACE AND PARKS TO UMI URBAN MEDIUM INTENSITY

WHEREAS, the City Council desires to amend the Future Land Use Map by changing the land use designation of a parcel generally located at the southwest corner of Devils Glen Road and Forest Grove Drive from Open Space and Parks to UMI Urban Medium Intensity as shown on said plan and which is legally described as:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 87° 07' 39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 51.24 FEET; THENCE SOUTH 02° 52' 08" EAST, A DISTANCE OF 59.96 FEET TO THE POINT OF BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE; THENCE SOUTH 31° 47' 25" EAST, A DISTANCE OF 39.96 FEET; THENCE SOUTH 01° 43' 45" EAST ALONG THE WEST RIGHT OF WAY LINE OF DEVILS GLEN ROAD, A DISTANCE OF 807.82 FEET; THENCE SOUTH 88° 16' 11" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 87° 13' 38" WEST, A DISTANCE OF 127.77 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC LENGTH OF 37.21 FEET AND A CHORD THAT BEARS NORTH 79° 28' 43" WEST A DISTANCE OF 36.92 FEET; THENCE SOUTH 88° 16' 12" WEST, A DISTANCE OF 12.49 FEET; THENCE SOUTH 00° 55' 34" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 88° 16' 18" WEST A DISTANCE OF 194.50 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC OF LENGTH OF 78.54 FEET, AND A CHORD THAT BEARS NORTH 79° 28' 43" WEST A DISTANCE OF 70.71 FEET; THENCE NORTH 01° 43' 48" WEST, A DISTANCE OF 251.10 FEET; THENCE SOUTH 88° 16' 19" WEST, A DISTANCE OF 56.82 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 173.76 FEET AND A CHORD THAT BEARS NORTH 63° 17' 02" WEST FOR A DISTANCE OF 166.71 FEET; THENCE NORTH 02° 53' 47" WEST, A DISTANCE OF 400.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF FOREST GROVE ROAD; THENCE NORTH 87° 07' 56" EAST ALONG SAID RIGHT OF

WAY, A DISTANCE OF 621.18 FEET TO THE POINT OF BEGINNING 10.048 ACRES, MORE OR LESS.

WHEREAS, said amendment appears to be in the best interests of the residents of the City.

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

Section 1. Section 10-1-1 of the City Code entitled Comprehensive Plan is hereby deleted and the following substituted therefor:

A. The Land Use Plan, so adopted in September 1973, is further amended as shown in the following ordinances:

April 1, 1974
February 21, 1978
February 21, 1984
February 2, 1988
May 1990
May 1991
November 1994
November 2002 (Ordinance 29-02)
November 2002 (Ordinance 30-02)
July 2003 (Ordinance 19-03)
August 2003 (Ordinance 21-03)
February 2004 (Ordinance 08-04)
July 2004 (Ordinance 23-04)
July 2004 (Ordinance 25-04)
September 2004 (Ordinance 29-04)
January 2005 (Ordinance 01-05)
April 2005 (Ordinance 10-05)
October 2005 (Ordinance 30-05)
October 2005 (Ordinance 32-05)
November 2005 (Ordinance 33-05)
August 2006 (Ordinance 05-06)
September 2006 (Ordinance 12-06)
April 2007 (Ordinance 08-07)
May 2007 (Ordinance 10-07)
May 2007 (Ordinance 11-07)
May 2007 (Ordinance 12-07)
May 2007 (Ordinance 16-07)
June 2007 (Ordinance 19-07)
June 2007 (Ordinance 20-07)
June 2007 (Ordinance 21-07)
July 2007 (Ordinance 24-07)

October 2007 (Ordinance 36-07)
September 2008 (Ordinance 12-08)
December 2008 (Ordinance 18-08)
January 2009 (Ordinance 02-09)
April 2009 (Ordinance 08-09)
April 2009 (Ordinance 09-09)
May 2009 (Ordinance 12-09)
July 2009 (Ordinance 17-09)
March 2010 (Ordinance 04-10)
February 2011 (Ordinance 05-11)
February 2011 (Ordinance 06-11)
February 2011 (Ordinance 07-11)
February 2011 (Ordinance 08-11)
February 2011 (Ordinance 09-11)
February 2011 (Ordinance 10-11)
February 2011 (Ordinance 11-11)
July 2012 (Ordinance 16-12)
December 2012 (Ordinance 22-12)
July 2013 (Ordinance 12-13)
October 2013 (Ordinance 27-13)
October 2013 (Ordinance 29-13)
April 2014 (Ordinance 06-14)
April 2015 (Ordinance 06-15)
May 2015 (Ordinance 09-15)
September 2015 (Ordinance 16-15)
October 2015 (Ordinance 23-15)
April 2016 (Ordinance 06-16)
April 2016 (Ordinance 07-16)
November 2016 (Ordinance 20-16)
November 2016 (Ordinance 24-16)
May 2017 (Ordinance 05-17)
June 2017 (Ordinance 10-17)
June 2017 (Ordinance 13-07)
June 2017 (Ordinance 15-07)
July 2017 (Ordinance 17-07)
July 2017 (Ordinance 19-07)
July 2017 (Ordinance 21-07)
October 2017 (Ordinance 33-17)
November 2017 (Ordinance 36-17)
February 2018 (Ordinance 03-18)
June 2018 (Ordinance 11-18)
August 2018 (Ordinance 20-18)
July 2019 (Ordinance 13-19)
December 2021 (Ordinance 23-21)
June 2023

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

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section Five. Municipal infraction. Any persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction and shall be penalized as set forth in Section 1-4-2: A of the City Code of the City of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Return to: Michelle Spencer, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722

ORDINANCE NO. _____ - 23

FUTURE LAND USE MAP AMENDMENT FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE OPEN SPACE AND PARKS TO ULI URBAN LOW INTENSITY

WHEREAS, the City Council desires to amend the Future Land Use Map by changing the land use designation of a parcel generally located at the southwest corner of Devils Glen Road and Forest Grove Drive from Open Space and Parks to ULI Urban Low Intensity as shown on said plan and which is legally described as:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 87° 07' 39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1002.16 FEET; SOUTH 02° 00' 30" EAST, A DISTANCE OF 59.89 FEET TO THE POINT OF BEGINNING; NORTH 87° 07' 56" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF FOREST GROVE ROAD, A DISTANCE OF 330.98 FEET; THENCE SOUTH 02° 57' 59" EAST, A DISTANCE OF 401.59 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; AN ARC LENGTH OF 173.76 FEET, AND A CHORD THAT BEARS SOUTH 63° 17' 02" EAST A DISTANCE OF 166.71 FEET; THENCE NORTH 88° 16' 19" EAST, A DISTANCE OF 56.82 FEET; THENCE SOUTH 01° 43' 48" EAST, A DISTANCE OF 251.10 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVE A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 78.54 FEET AND A CHORD THAT BEARS SOUTH 46° 43' 45" EAST A DISTANCE OF 71.71 FEET; THENCE NORTH 88° 16' 18" EAST,

A DISTANCE OF 194.50 FEET; THENCE NORTH 00° 55' 34" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 88° 16' 12" EAST, A DISTANCE OF 12.49 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC LENGTH OF 37.21 FEET AND A CHORD THE BEARS SOUTH 79° 28' 43" EAST A DISTANCE OF 36.92 FEET; THENCE SOUTH 67° 13' 38" EAST, A DISTANCE OF 127.77 FEET TO THE WEST RIGHT OF WAY LINE OF DEVILS GLEN ROAD; THENCE SOUTH 01° 43' 48" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 143.06 FEET; THENCE SOUTH 85° 51' 07" WEST, A DISTANCE OF 380.02 FEET; THENCE NORTH 04° 00' 57" WEST, A DISTANCE OF 109.83 FEET; THENCE NORTH 47° 15' 26" WEST, A DISTANCE OF 793.23 FEET; THENCE NORTH 02° 04' 07" WEST, A DISTANCE OF 317.14 FEET TO THE POINT OF BEGINNING, CONTAINING 6.866 ACRES, MORE OR LESS.

WHEREAS, said amendment appears to be in the best interests of the residents of the City.

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

Section 1. Section 10-1-1 of the City Code entitled Comprehensive Plan is hereby deleted and the following substituted therefor:

A. The Land Use Plan, so adopted in September 1973, is further amended as shown in the following ordinances:

April 1, 1974
February 21, 1978
February 21, 1984
February 2, 1988
May 1990
May 1991
November 1994
November 2002 (Ordinance 29-02)
November 2002 (Ordinance 30-02)
July 2003 (Ordinance 19-03)
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July 2004 (Ordinance 25-04)
September 2004 (Ordinance 29-04)
January 2005 (Ordinance 01-05)
April 2005 (Ordinance 10-05)
October 2005 (Ordinance 30-05)
October 2005 (Ordinance 32-05)
November 2005 (Ordinance 33-05)

August 2006 (Ordinance 05-06)
September 2006 (Ordinance 12-06)
April 2007 (Ordinance 08-07)
May 2007 (Ordinance 10-07)
May 2007 (Ordinance 11-07)
May 2007 (Ordinance 12-07)
May 2007 (Ordinance 16-07)
June 2007 (Ordinance 19-07)
June 2007 (Ordinance 20-07)
June 2007 (Ordinance 21-07)
July 2007 (Ordinance 24-07)
October 2007 (Ordinance 36-07)
September 2008 (Ordinance 12-08)
December 2008 (Ordinance 18-08)
January 2009 (Ordinance 02-09)
April 2009 (Ordinance 08-09)
April 2009 (Ordinance 09-09)
May 2009 (Ordinance 12-09)
July 2009 (Ordinance 17-09)
March 2010 (Ordinance 04-10)
February 2011 (Ordinance 05-11)
February 2011 (Ordinance 06-11)
February 2011 (Ordinance 07-11)
February 2011 (Ordinance 08-11)
February 2011 (Ordinance 09-11)
February 2011 (Ordinance 10-11)
February 2011 (Ordinance 11-11)
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October 2013 (Ordinance 29-13)
April 2014 (Ordinance 06-14)
April 2015 (Ordinance 06-15)
May 2015 (Ordinance 09-15)
September 2015 (Ordinance 16-15)
October 2015 (Ordinance 23-15)
April 2016 (Ordinance 06-16)
April 2016 (Ordinance 07-16)
November 2016 (Ordinance 20-16)
November 2016 (Ordinance 24-16)
May 2017 (Ordinance 05-17)
June 2017 (Ordinance 10-17)
June 2017 (Ordinance 13-07)
June 2017 (Ordinance 15-07)

July 2017 (Ordinance 17-07)
July 2017 (Ordinance 19-07)
July 2017 (Ordinance 21-07)
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February 2018 (Ordinance 03-18)
June 2018 (Ordinance 11-18)
August 2018 (Ordinance 20-18)
July 2019 (Ordinance 13-19)
December 2021 (Ordinance 23-21)
June 2023
June 2023

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

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section Five. Municipal infraction. Any persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction and shall be penalized as set forth in Section 1-4-2: A of the City Code of the City of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: Future Land Use Amendment
Author: Taylor Beswick
Department: Community Development
Date: April 19, 2023

Case No.:	23-013 and 23-021
Request:	Future Land Use Map amendment - Parks & Open Space to Urban Low Intensity (ULI) and Urban Medium Intensity (UMI).
Location:	Southwest corner of Devils Glen Road and Forest Grove Drive
Legal Description:	NE¼SW¼ of Section 3, Township 78 N (Parcel #: 8403350031)
Applicant:	E & A Enterprises, LLC
Owner:	MCB Development Corporation
Current Future Land Use:	Parks & Open Space
Proposed Land Use:	Urban Low Intensity (ULI) and Urban Medium Intensity (UMI)

Background Information & Facts

E & A Enterprises, LCC is requesting an amendment to the Future Land Use Map for property located southwest of the intersection of Forest Grove Drive and Devils Glen Road (see Aerial Map – Attachment A). The area is currently designated as Parks & Open Space on the Future Land Use Map, and the applicant is proposing to change the designation to part Urban Low Intensity (ULI) and part Urban Medium Intensity (UMI) (see Existing Future Land Use Map and Proposed Future Land Use Amendment – Attachment B). The property is currently zoned C-1, Neighborhood Commercial, and pending the approval of this request, the applicant is requesting to rezone the property to a mix of R-1, R-3, C-1, and C-2 (see Case No. 23-014; 017; 022; 023; 024). Prior to 2017, the property was zoned part C-5 and part C-1. The C-5 zoning district was eliminated and folded into the C-1 district in 2017.

The site is currently in agricultural production, but from 1999 until recent years was the location of the Ball Park at Noel Farms, home of the Barnstormer Baseball Club. A site development plan was reviewed and approved by the City in 1999, and on this plan the baseball use is cited as temporary. In addition, the approved site plan contains the following note: "*2. The ball diamonds and proposed concession stand are temporary developments until the site becomes viable as a commercial development in accordance with the City's long term land use plan.*" (see Barnstormer Baseball Site Plan – Attachment C).

Since the area in question was annexed into the City of Bettendorf in 1971, the corner of Forest Grove Drive and Devils Glen Road has consistently been designated as medium-density residential to mixed use commercial/residential future land uses. This can be seen on multiple iterations of the City's Comprehensive Plan and Future Land Use Map (see Historical Future Land Use Maps: 1973, 1984, 1994, 2002, 2010 – Attachment D). Upon adoption of the most recently updated Comprehensive Plan and Future Land Use Map in 2017, the area was changed to Parks & Open Space. Staff cannot find any minutes or citations in

the record which explains the reasoning for the Future Land Use designation change from Office/Transitional and Commercial to Parks & Open Space.

Analysis

Having researched all available sources including minutes, associated plans, and other documents, it is the opinion of staff that the change to Parks & Open Space was in error in 2017. It appears the private baseball fields, which existed as a temporary use, were mistakenly classified as a permanent public park during the creation of the City's 2017 Comprehensive Land Use Plan. Furthermore, the land has never been contemplated as a park in multiple iterations of the Parks Master Plan, nor has the ground been contemplated for purchase in any City Council budget or strategic plans.

During the update of the 2017 Comprehensive Land Use Plan, the Urban Low, Medium, and High Intensity Future Land Uses were introduced as mixed use designations of varying densities and intensities of applicable zoning districts. A logical conversion of the 2010 Future Land Use designations for this corner into the new 2017 Future Land Use categories would be part Urban Low Intensity (ULI) and part Urban Medium Intensity (UMI). Currently, ULI designations exist west of the property in ValleyWynds 7th, 8th, and 9th Additions. ValleyWynds Sixth Addition, located south of the property, is designated as UMI. The UMI designation is consistent with the uses and products allowed in R-1, R-2, R-3, R-4, R-5, C-1, and C-2 Zoning Districts. The ULI designation is consistent with the uses and products allowed in R-1, R-2, R-3, and C-1 Zoning Districts. The mixed-use designations allow for zoning configurations of higher density or intensity located at the corner of Forest Grove Drive and Devils Glen Road and then surrounded and buffered by less dense and intense zoning districts which then transition into the existing low density single-family developments in ValleyWynds Additions. Furthermore, the UMI and ULI Future Land Use designations make use of the major road intersection at Forest Grove Drive and Devils Glen Road. These thoroughfares have been identified as major road corridors which have higher traffic counts since the area's annexation into the City of Bettendorf in 1971. Sound land use planning and economic development principles aim to preserve space for higher density and higher density development along highly-trafficked corridors such as this area.

The proposed Future Land Use Map amendments for the southwest corner of Forest Grove Drive and Devils Glen Road are consistent with many of the Comprehensive Plan's goals and strategies for development in the City of Bettendorf, and the proposed amendments would have likely been adopted by the City in the 2017 if the private, temporary baseball fields were not errantly designated as Future Parks & Open Space.

Staff Recommendation

Given the evidence and reasons stated in the staff analysis of the request, staff recommends the Planning and Zoning Commission recommend approval of the proposed Future Land Use Map amendments from Parks & Open Space to part Urban Low Intensity (Case No. 23-021) and part Urban Medium Intensity (Case No. 23-013).

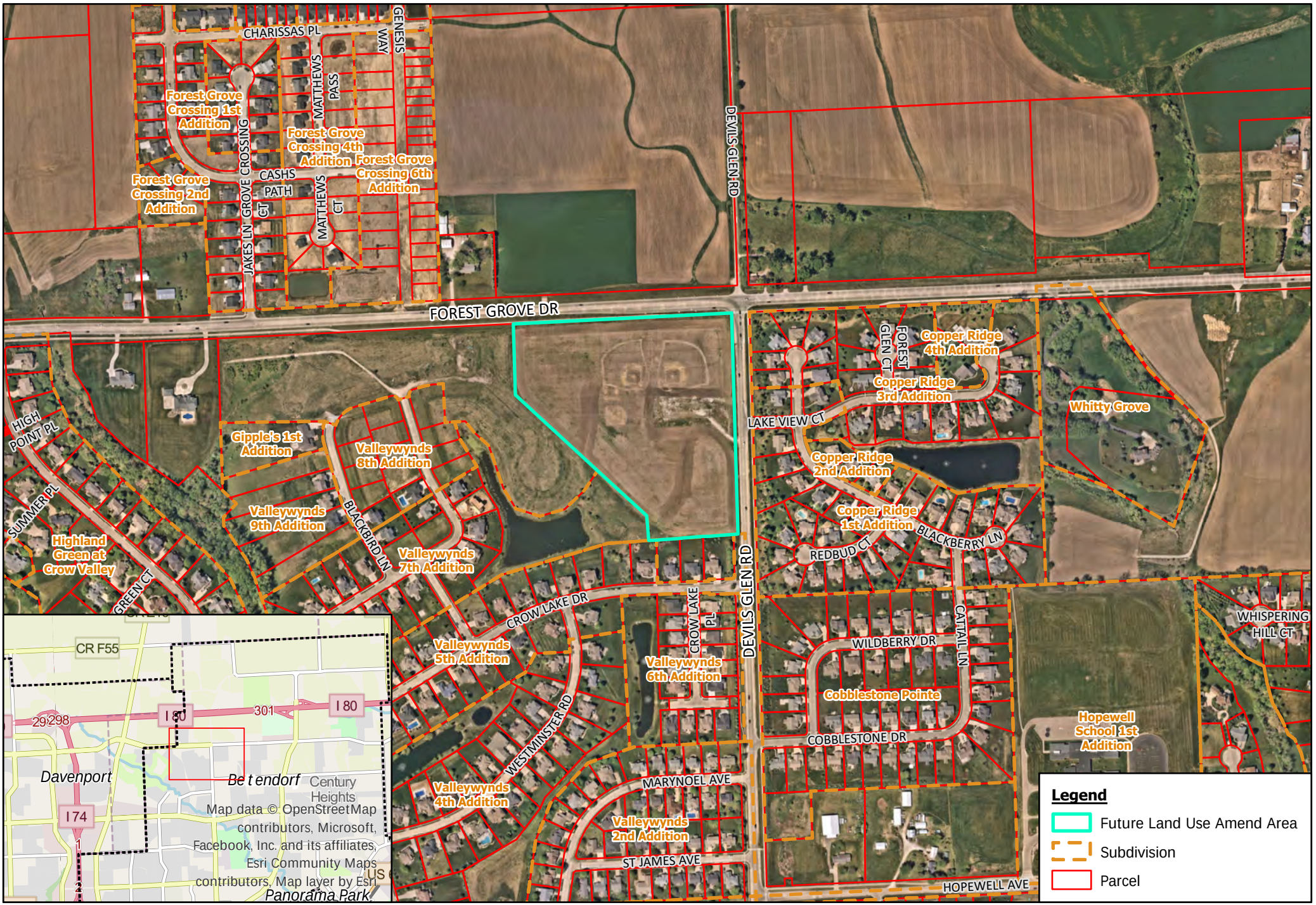
Respectfully submitted,

Taylor Beswick
City Planner

Case 23-013; 021: SW of Devils Glen Rd. & Forest Grove Dr.
Future Land Use Map Amendments
Aerial

1 Inch = 542 Feet

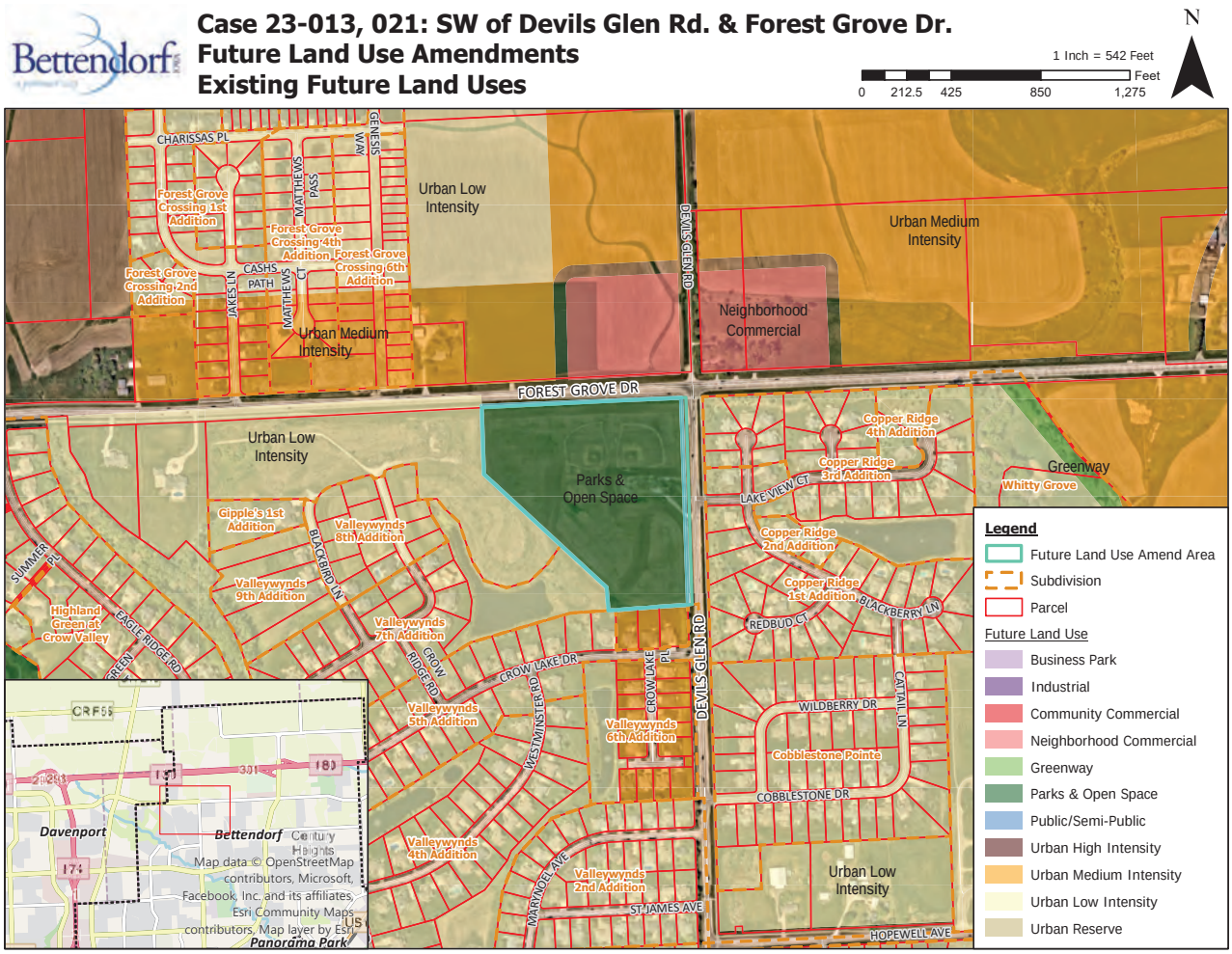
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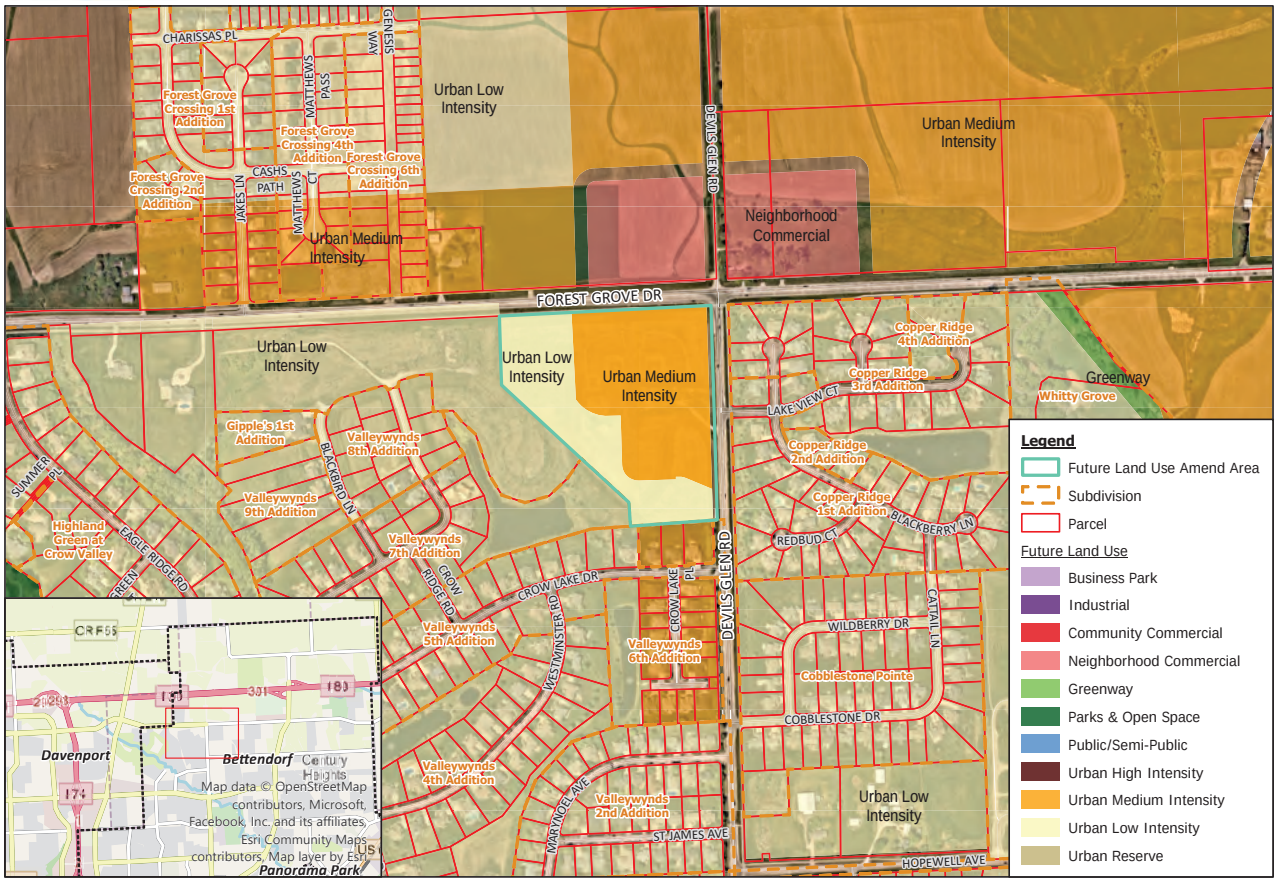
Legend

- Future Land Use Amend Area
- Subdivision
- Parcel

Case 23-013, 021: SW of Devils Glen Rd. & Forest Grove Dr.
Future Land Use Amendments
Existing Future Land Uses



Case 23-013, 021: SW of Devils Glen Rd. & Forest Grove Dr.
Future Land Use Amendments
Proposed Future Land Uses



FORREST GROVE DR

66.00'

720

730

584' ±

30.00' SETBACK

NE COR SW 1/4
SEC 3 78N 4E

0 15 30 60
SCALE IN FEET

CORNFIELD

PIPELINE EASEMENT

75.00'

GRASS

CHAIN LINK FENCE (TYP)

FUTURE EXPANSION OF OUTFIELD FENCE

CORNFIELD

WATER MAIN

'LIL FENWAY

'LIL WRIGLEY

60.00'

30.00' SETBACK

508' ±

16' HIGH CHAIN LINK FENCE

MCB DEVELOPMENT

PRACTICE PITCHER'S MOUNDS

290'±

613' ±

DEVIL'S GLEN ROAD

60'±

CHIP AND SEAL SURFACED PARKING LOT AND DRIVES

PROPOSED 24'x30' CONCESSION STAND WITH RESTROOMS

BATTING CAGE

PROPOSED SANITARY SEWER LATERAL

PROPOSED BERM

20.00'

ZONE C-1

APPROXIMATE LOCATION OF PROPOSED SEPTIC FIELD

20.00'

560' ±

105' ±

24' ±

725

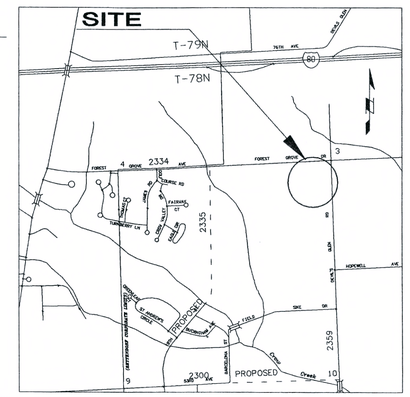
LEGEND

- UTILITY POLE
- FIRE HYDRANT
- WATER VALVE
- FLOW DIRECTION
- OHE — ELECTRIC LINE
- WATER LINE
- EASEMENT/SETBACK LINE

NOTES:

1. THIS SITE IS CURRENTLY ZONED C-1. FRONT YARD SETBACK IS 30'. REAR AND SIDE YARD SETBACKS ARE NOT REQUIRED. BUILDING HEIGHT WILL BE LESS THAN 10 STORIES.
2. THE BALL DIAMONDS AND PROPOSED CONCESSION STAND ARE TEMPORARY DEVELOPMENTS UNTIL THE SITE BECOMES VIABLE AS A COMMERCIAL DEVELOPMENT IN ACCORDANCE WITH THE CITY'S LONG TERM LAND USE PLAN.
3. NO LIGHTING IS CURRENTLY PROPOSED FOR THE SITE.
4. THE PROPOSED CONCESSION STAND TO BE APPROXIMATELY 720 SQUARE FEET WITH A 100 SQUARE FOOT PATIO.
5. THE PROPOSED CHIP AND SEAL PARKING LOT WILL PROVIDE APPROXIMATELY 53 PARKING SPACES (9'x18' TYP).
6. THE PROPOSED SITE LOCATED ON A PORTION OF LOT 183 AS SHOWN ON THE PRELIMINARY PLAT OF CROW VALLEY EAST ST. ANDREWS ADDITION AND NOEL'S FARM ADDITION TO THE CITY OF BETTENDORF, IOWA.
7. THE AREA SURROUNDING THE CONCESSION STAND WILL BE LANDSCAPED WITH FLOWERS AND SMALL PLANTINGS. THE BALL DIAMONDS AND SURROUNDING AREAS TO BE SODDED. THE REMAINDER OF THE SITE WILL CONTINUE TO BE CORNFIELDS.
8. NO STORM SEWER IS CURRENTLY PROPOSED FOR THE SITE. RUNOFF WILL CONTINUE TO BE SURFACE DRAINED TO THE SOUTH SWALE AND THE NORTH DITCH ALONG FORREST GROVE DR.
9. THIS SITE CONTAINS APPROXIMATELY 6.87 ACRES.

APPROVED BY CITY OF BETTENDORF, IA
Dick P. Poole MAYOR
Decker P. Reed CLERK
DATE: 7-6-99
APPROVED AS SPECIFIED IN
RESOLUTION # 249-99



SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 1830 SIXTH AVENUE MOLINE, ILLINOIS 61265
PHONE (309) 764-7650 FAX (309) 764-8616

BALL PARK AT NOEL FARMS
BARNSTORMER BASEBALL CLUB
(TEMPORARY)
BETTENDORF, IOWA

REVISIONS
REV. NO.
APPROVED DATE
REV. NO.
APPROVED DATE
REV. NO.
APPROVED DATE

DRAWN CDJ
APPROVED
ISSUED FOR SUBMITTAL
DATE 06-07-99
FIELD BOOK –

SHEET NAME
SITE PLAN

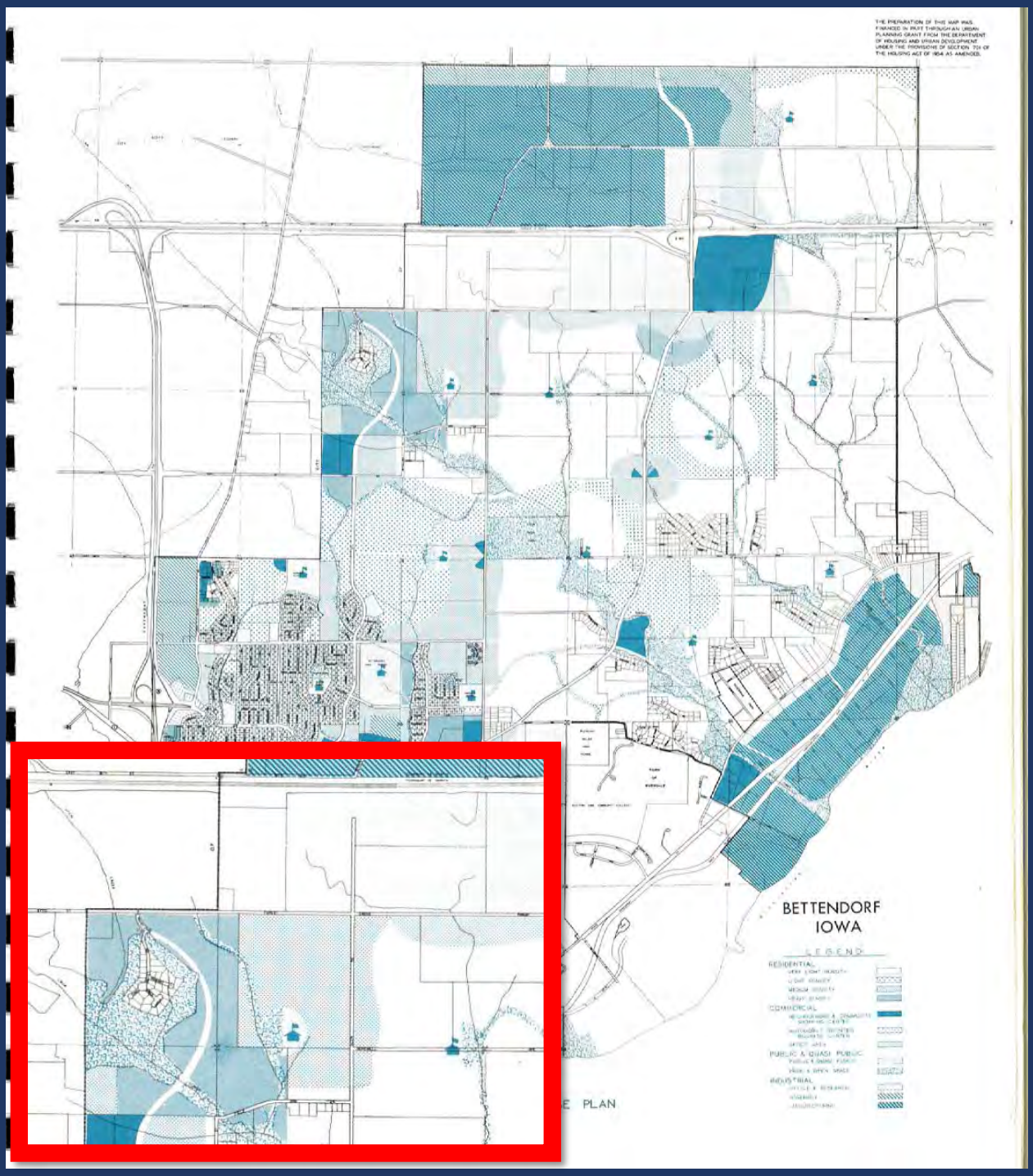
PROJECT NO. 399221-0

SHEET NO.
C1.1

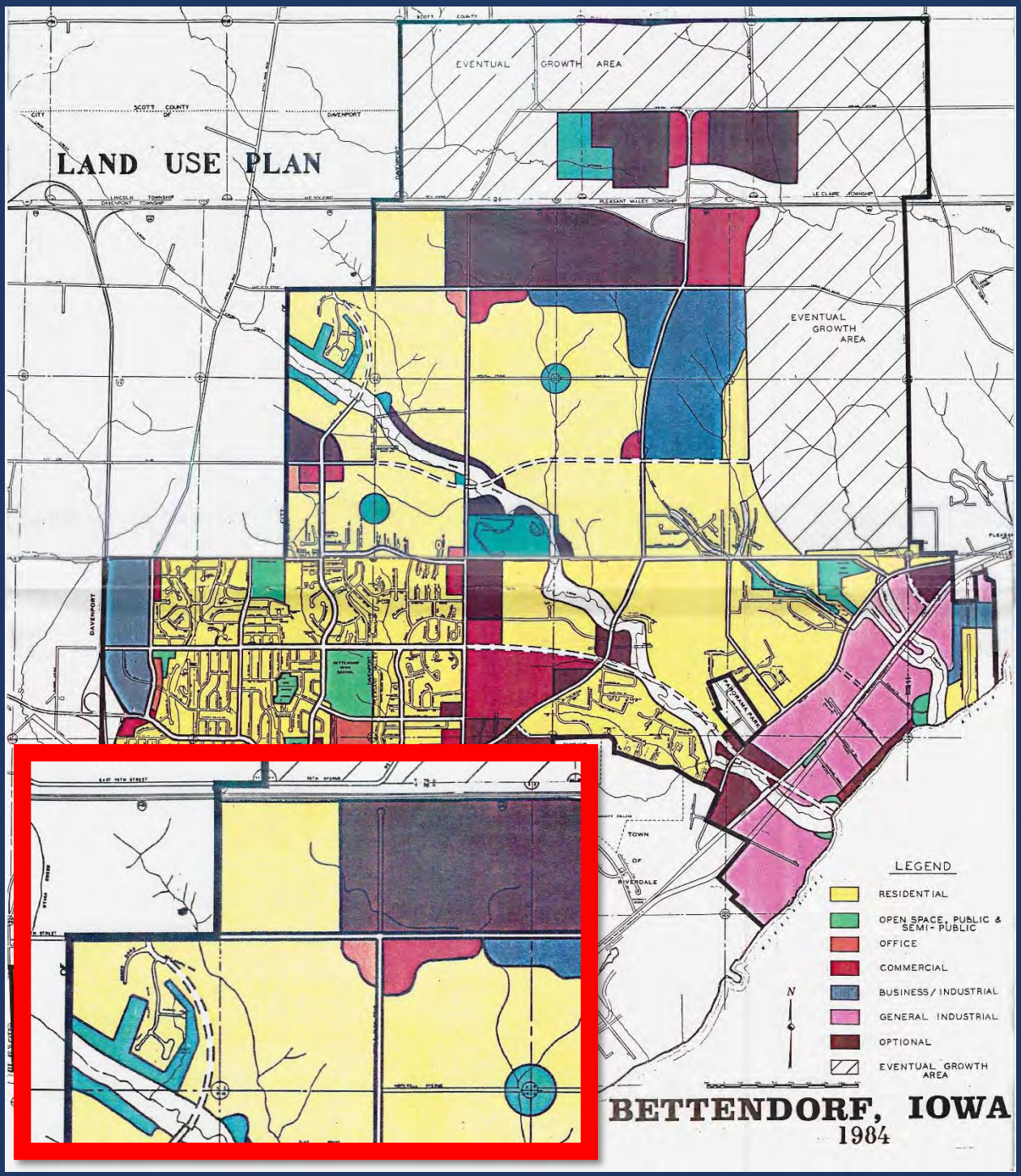
JUN - 7 1999

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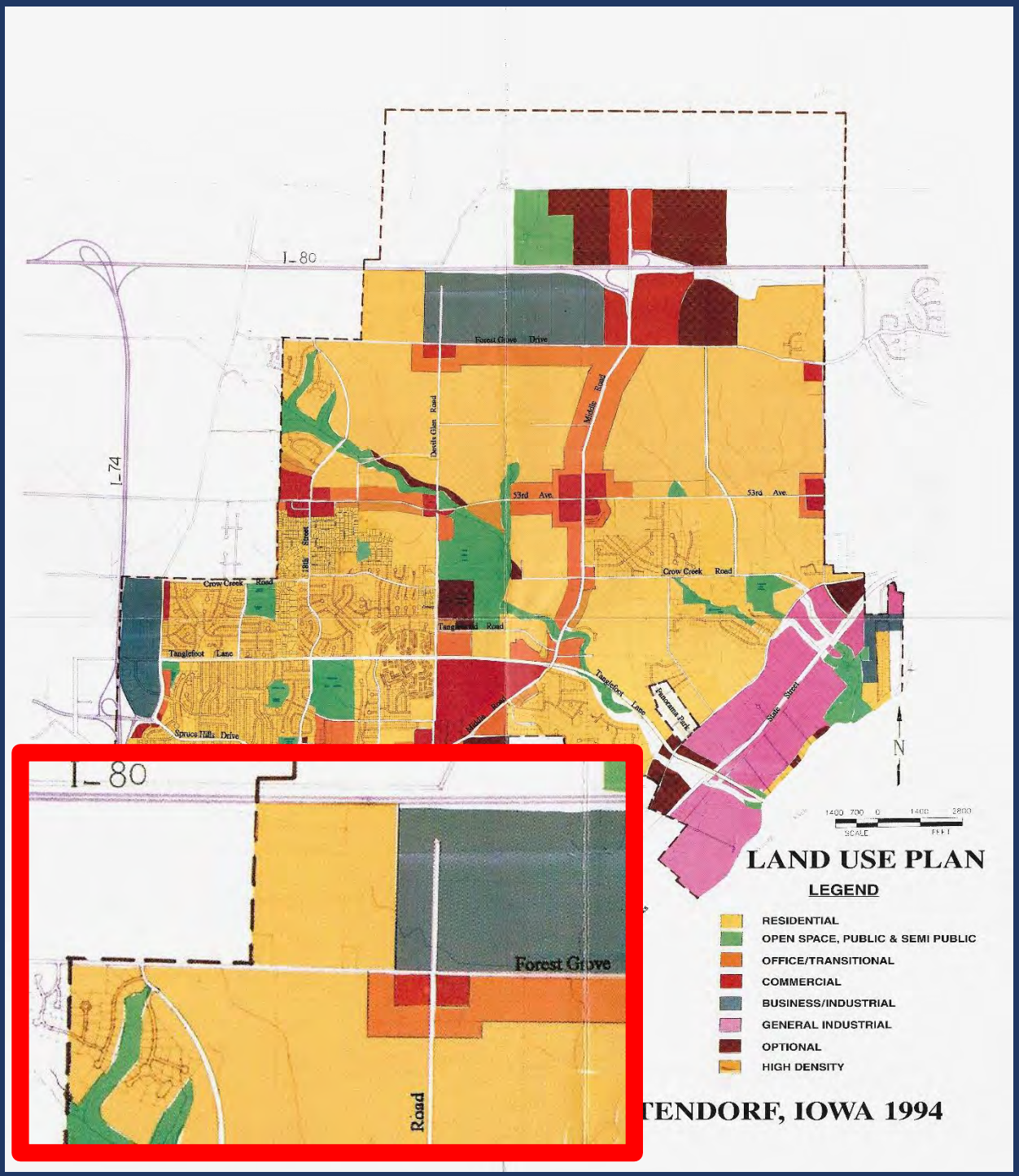
Future Land Use Map - 1973



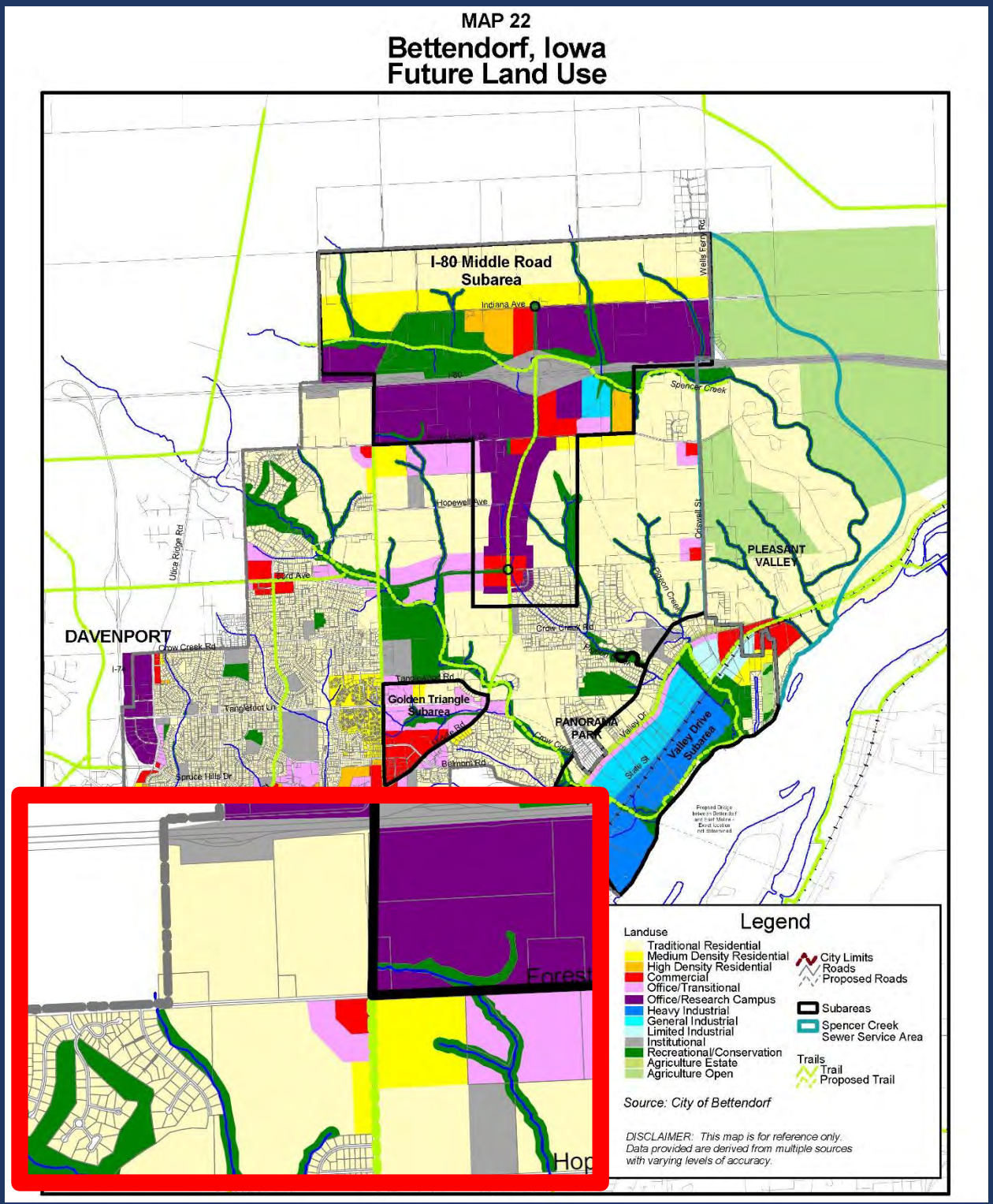
Future Land Use Map - 1984



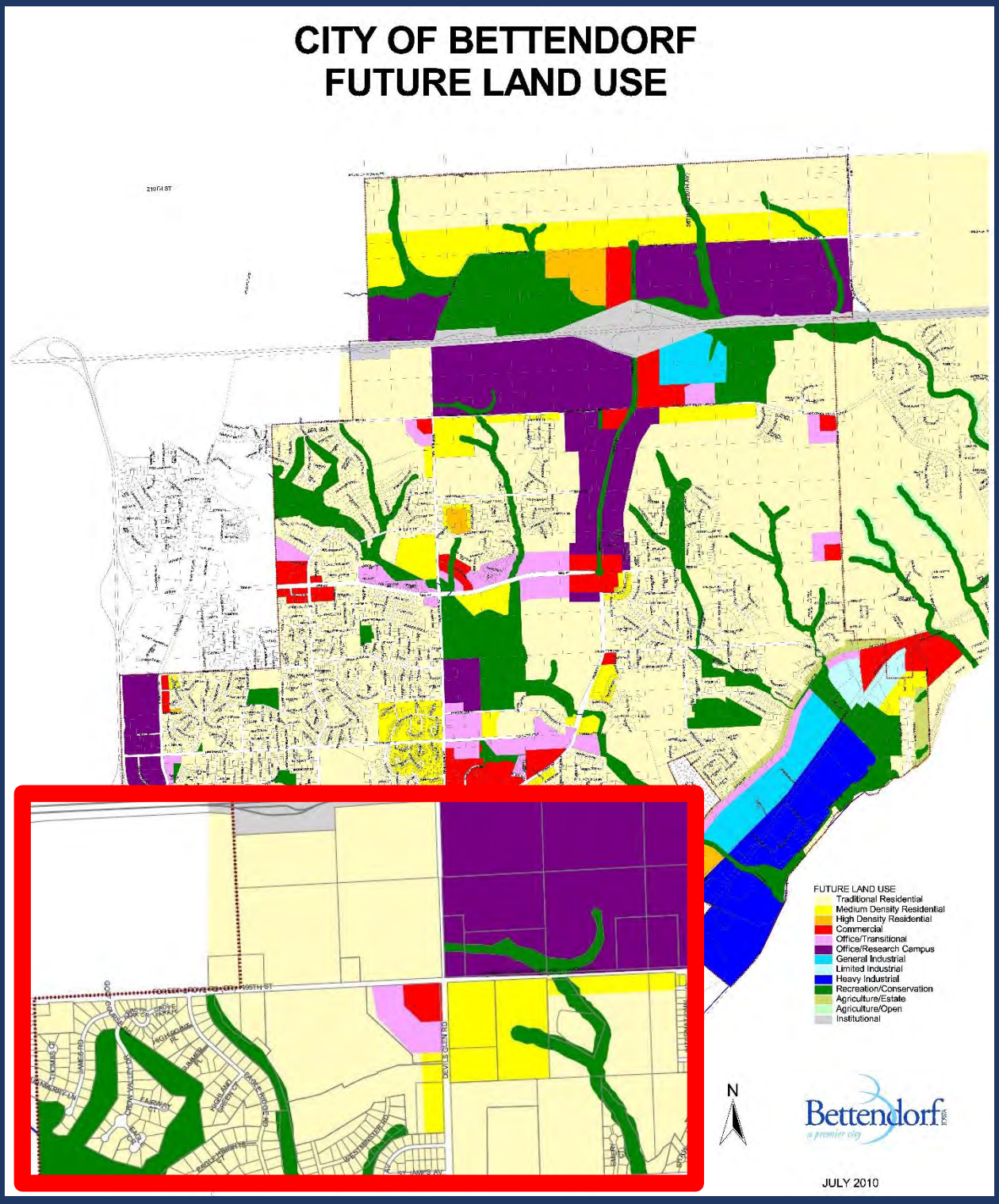
Future Land Use Map - 1994



Future Land Use Map - 2002



Future Land Use Map - 2010



April 26, 2023

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

RE: Planning and Zoning Commission's decision on the following future land use map amendments submitted by E & A Enterprises, LLC:

Parks and Open Space to UMI Urban Medium Intensity (23-013)
Parks and Open Space to ULI Urban Light Intensity (23-021)

Planning and Zoning Commission's decision on the following rezoning requests submitted by E & A Enterprises, LLC:

C-1, Neighborhood Commercial District to C-2, Community Commercial District (with commercial restrictions) (23-014),
C-1, Neighborhood Commercial District to R-1, Single-Family Residence District (23-017),
C-1, Neighborhood Commercial District to C-2, Community Commercial District (townhomes only) (23-022),
C-1, Neighborhood Commercial District to R-3, Mixed Residential District (23-023),
R-1, Single-Family Residence District to C-1, Neighborhood Commercial District (23-024)

Honorable Mayor and Members of the City Council:

On April 19, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named future land use map amendment and rezoning requests.

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

Sincerely,

Mark D. Hunt
Director, Community Development

9. Case 23-013 – Future Land Use Amendment; SW corner of Devils Glen Road and Forest Grove Drive, Open Space and Parks to UMI Urban Medium Intensity, submitted by E & A Enterprises, LLC. (Staff: Beswick)

10. Case 23-021 – Future Land Use Amendment; SW corner of Devils Glen Road and Forest Grove Drive, Open Space and Parks to ULI Urban Light Intensity, submitted by E & A Enterprises, LLC. (Staff: Beswick)

Beswick reviewed the staff report.

11. Case 23-014 – Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (commercial uses), submitted by E & A Enterprises, LLC. (Staff Beswick)

12. Case 23-017 - Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-1 Single-Family Residence District, submitted by E & A Enterprises, LLC. (Staff: Beswick)

13. Case 23-022 - Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (townhomes), submitted by E & A Enterprises, LLC. (Staff: Beswick)

14. Case 23-023 - Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-3 Mixed Residential District, submitted by E & A Enterprises, LLC. (Staff: Beswick)

15. Case 23-024 - Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, R-1 Single-Family Residence District C-1 Neighborhood Commercial District, submitted by E & A Enterprises, LLC. (Staff: Beswick)

Beswick reviewed the staff report, adding that the developer has indicated that at the platting stage he is willing to place a restrictive covenant on the property that is currently zoned C-1 and which will remain so that prohibits gas sales.

Curran reviewed the procedures related to the multiple public hearings that will take place. He stated that any and all comments made by those in the audience will be applicable to all of the involved cases and will made a part of each record.

Gibson asked if the restriction on gas sales runs with the land or if it would not be enforceable if the plan were revised for some reason. Curran explained that the condition is part of the ordinance rezoning the property and would run with the land. Hunt added that if the rezoning of the property is not approved and the project does not move forward, any use that is allowed in the C-1 district could be contemplated including gas stations. He reiterated that the restrictions on gas sales and the other uses listed in the agreement are only enforceable if the rezoning is approved.

Wennlund opened the public hearing for Case 23-013 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Greg Jager, attorney representing the applicant, stated that Forest Grove Drive/Veteran's Parkway is one of three streets that connect one end of Bettendorf to the other end of Davenport, adding that the intersection with Devils Glen Road is one of the busiest in the city. He explained that because of the voluminous traffic, it is appropriate to have commercial uses that serve a wider geographical clientele on the corner. Jager stated that while no specific users have been identified for the commercial areas, concept plans have been drawn. He indicated that the developer has not offered to condition the rezoning request based on a concept plan because he will need some flexibility in how the site is marketed and developed. He explained that because the concept plan is not final, the developer has chosen to focus on the proposed uses for the site. He reiterated that the developer would provide a document restricting all of the C-1 area from use for a gas station. He reviewed the list of uses that the developer has agreed to prohibit in the corner area that is proposed to be rezoned to C-2, adding that the proposed C-2 area to the south will be restricted to townhome development only. Jager commented that because single-family homes will be built to the west by the same developer, it is to his benefit to develop the area with uses that will fit into the area nicely.

Samir Kulkarni, design director for Bush Construction, stated that his goal is to promote quality design for the development while keeping in mind the high level of interest from all sides. He added that the proposed renderings show a cohesive and contemporary design that is contextually appropriate and ties well into the nearby neighborhoods. He showed slides of the conceptual layout of the proposed development, renderings showing the proposed style of the commercial buildings and residential townhomes, and the streetscape along both sides of Devils Glen Road.

Michael Meloy, attorney representing Dr. Allen Diercks (6549 Blackberry Lane) and other residents who live on Blackberry Lane, stated that he believes that this is the wrong location for the proposed development which is primarily commercial. He commented that there is no existing commercial use in the immediate area or any commercial development south of Forest Grove Drive between the east side of Middle Road and the west side of Utica Ridge Road. He stated that there is almost unanimous opposition to the proposed commercial designation from the property owners in attendance as it is too intense. Meloy suggested that no action with regard to the rezoning requests should be taken until such time as the future land use map is updated. He stated that he believes Parks and Open Space is a logical land use designation because of the baseball fields that used to be located on the site. He expressed concern about a reduction in property values of the residential homes in the neighborhood, congestion, traffic problems, and the negative impact the development will have, adding that the rezoning requests are not in the best interest of the city as a whole.

Kristi Fuller, 6559 Eagle Ridge Road, expressed concern that the development will wreck the recreational path and will increase the vehicular traffic in the area.

Ken Golden, 3895 Lakeview Court, expressed concern about increased traffic, safety of pedestrians and cyclists, children walking to and from school, and the overall density of the project. He commented that many of the residents purchased their homes based partially on the area's

zoning of C-1 and designation on the future land use map as Parks and Open Space which is now considered to be an error.

Janet Morales, 3360 Crow Lake Drive, expressed opposition to the request as it would negatively impact the ability of residents to safely cross the street when they must navigate around the traffic entering and existing the proposed businesses. She added that she is concerned that the increased volume of traffic caused by the Forest Grove Drive reconstruction will encourage motorists using the neighborhood as a pass through to become the norm.

Terry Donart, 6560 Blackbird Lane, concurred with the concerns expressed regarding increased traffic and the associated safety concerns.

Jared Stein, 3400 Crow Lake Drive, expressed opposition to the developer's requests because he does not believe that it is appropriate to locate such a large development in a small space in the middle of an existing and future residential area. He expressed concerns about the lighting, hours of operation, the water runoff that will come from the development, and the maintenance of the proposed detention basin. He requested that the Commission consider all of the standards listed in the zoning ordinance prior to making their recommendation. He expressed concern about the number of intersections that will be added as a result of the proposed development and the future residential subdivision to the west.

Allen Diercks, 6549 Blackberry Lane, suggested that the development be located on the north side of Forest Grove Drive or further west on Forest Grove Drive at the intersection with Utica Ridge Road.

Kimberly Kim, 6552 Blackbird Lane, stated that she believes that a C-2 district is inappropriate for the residential area as it is too close to the elementary school. She added that Pleasant Valley Community School District does not provide busing for the children in the area and that the increased traffic will create serious safety concerns. She expressed frustration that the street alignment has not yet been confirmed as new streets will change the flow of traffic.

Denis Bland, 6311 Cattail Lane, stated that traffic in the area is already heavy and questioned why a commercial development has to be located there when there are other locations with available commercial space. He expressed concern about the lighting and additional traffic that will be generated by the development that is incongruous with the residential neighborhood.

Sarah Maifield, 6515 Blackbird Lane, expressed concern about increased traffic and the safety issues associated with. She stated that she believes that there will be a large amount of garbage generated by the development.

Wennlund closed the public hearing for Case 23-013.

> On motion by Kappeler, second by Ormsby, that Commission action for Case 23-013 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-021 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-021.

> On motion by Satterfield, second by Gannaway, that Commission action for Case 23-021 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-014 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-014.

> On motion by Gannaway, second by Kappeler, that Commission action for Case 23-014 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-017 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-017.

> On motion by Gannaway, second by Satterfield, that Commission action for Case 23-017 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-022 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-022.

> On motion by Gannaway, second by Satterfield, that Commission action for Case 23-022 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-023 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-023.

> On motion by Gannaway, second by Satterfield, that Commission action for Case 23-023 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-024 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-024.

> On motion by Gannaway, second by Satterfield, that Commission action for Cases 23-013, 23-014, 23-017, 23-021, 23-022, and 23-023 be removed from the table.

ALL AYES

Motion carried.

Gannaway asked for staff comment regarding the concerns regarding traffic safety that were expressed by the residents. Morlok explained that traffic volume is approximately 3 times what is typical because of the detour caused by Forest Grove Drive reconstruction. He added that while funding has been allocated for a traffic signal at the intersection of Forest Grove Drive and Devils Glen Road, there is a lead time of 40 to 50 weeks for the equipment which would be installed next year. Morlok stated that widening of Devils Glen Road is programmed in the Community Improvement Program for 2026, adding that depending on available funding and council priorities it could potentially be moved up. He stated that at least one and possibly two crossings will be added at the recreational trail depending on the street configuration of future residential subdivisions to the west. He explained that the city does not distinguish between residential and commercial crossings, adding that some of the busier crossings have been upgraded with a rapid flash beacon in addition to the stop signs.

Kappeler asked if a bar would be allowed in the building shown on the northwest corner of the concept plan that would be adjacent to residential homes. Beswick explained that a special use permit approved by the Board of Adjustment would be required for a bar. Wennlund commented that because the developer of the commercial area is the owner of the future residential future homeowners would be aware of their proximity to commercial uses. Beswick added that there are required landscape buffers between more intense districts and lesser ones.

Wennlund stated that the fact that the future land use designation for the corner was commercial for decades lends itself to staff's assertion that the change to Open Space and Parks was an error in 2017. He added that if the property had been intended for use as a park or recreational area, it would not still be zoned C-1 or C-5. Hunt commented that Beswick's research found no reason for that change, adding that it is likely that the consultant saw what looked like a park use without realizing it was a temporary use as noted on the site plan. Kappeler commented that future land use is seen as a suggestion but that the zoning is legislation. Stoltenberg added that because the area is currently zoned C-1, it is irrelevant what the land use designation is.

Gannaway asked what information would have been available regarding future use of the property if a future homeowner was considering building a house in the area. Hunt stated that the zoning would have been indicated as C-1, and that after 2017 the future land use designation would have been shown as Parks and Open Space. Beswick added that when the Copper Ridge subdivisions were rezoned and developed the future land use map showed the area as commercial and office/transitional. Kappeler commented that commercial use was anticipated when Copper Ridge was developed which is evidenced by a significant berm in both width and height to screen that residential area from the proposed commercial area across the street. She stated that while single-family homes are not typically built along arterial streets, especially at intersections, Copper Ridge was developed that way. Wennlund added that Copper Ridge is zoned R-3 which makes a little more sense given its proximity to the C-1 and C-5 across the street. Stoltenberg commented that the Comprehensive Plan was updated subsequent to the development of Copper Ridge, adding that the revisions included development of small community areas where a few small retail businesses would be located within walking distance of the surrounding residents.

Beswick reviewed the uses that are allowed in the C-1 district, adding that the developer has requested a rezoning to C-2 merely to facilitate development of larger restaurants than are allowed in C-1. Stoltenberg reiterated that the developer is willing to restrict the use of the C-2 area to prohibit the majority of uses that most people would find objectionable near a residential area. He added that in addition, some of the currently zoned C-1 area is being rezoned to R-3. He stated that the proposed restrictions currently do not exist.

> On motion by Kappeler, second by Stoltenberg, that the future land use amendment for property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, Open Space and Parks to UMI Urban Medium Intensity, be recommended for approval subject to staff recommendations. (Case 23-013)

ALL AYES

Motion carried.

> On motion by Kappeler, second by Stoltenberg, that the future land use amendment for property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive. Open Space and Parks to ULI Urban Light Intensity, be recommended for approval subject to staff recommendations. (Case 23-021)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Kappeler, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (commercial uses), be recommended for approval subject to staff recommendations. (Case 23-014)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Gannaway, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-1 Single-Family District, be recommended for approval subject to staff recommendations. (Case 23-017)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Kappeler, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (townhomes), be recommended for approval subject to staff recommendations. (Case 23-022)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Kappeler, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-3 Mixed Residential District, be recommended for approval subject to staff recommendations. (Case 23-023)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Kappeler, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, R-1 Single-Family Residence District to C-1 Neighborhood Commercial District, be recommended for approval subject to staff recommendations. (Case 23-024)

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: May 2, 2023 (SPH)
May 16, 2023 (HPH)
REQUESTED BY: Mark Hunt

Item Title

Resolution setting a date for public hearing on rezoning requests for property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive. (5/2/23)

- C-1, Neighborhood Commercial District to C-2, Community Commercial District (with commercial restrictions) (23-014),
- C-1, Neighborhood Commercial District to R-1, Single-Family Residence District (23-017),
- C-1, Neighborhood Commercial District to C-2, Community Commercial District (townhomes only) (23-022),
- C-1, Neighborhood Commercial District to R-3, Mixed Residential District (23-023),
- R-1, Single-Family Residence District to C-1, Neighborhood Commercial District (no gas sales) (23-024).

All requests were submitted by E & A Enterprises, LLC.

Public hearings and first reading of ordinances for rezoning requests for property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive. (5/16/23)

- C-1, Neighborhood Commercial District to C-2, Community Commercial District (with commercial restrictions) (23-014),
- C-1, Neighborhood Commercial District to R-1, Single-Family Residence District (23-017),
- C-1, Neighborhood Commercial District to C-2, Community Commercial District (townhomes only) (23-022),
- C-1, Neighborhood Commercial District to R-3, Mixed Residential District (23-023),
- R-1, Single-Family Residence District to C-1, Neighborhood Commercial District (23-024).

All requests were submitted by E & A Enterprises, LLC.

Explanation

E & A Enterprises, LLC is requesting multiple rezonings for property generally located at the southwest corner Devils Glen Road and Forest Grove Drive. The area is currently zoned C-1, Neighborhood Commercial District and R-1 Single-Family Residence District, and the applicant is proposing to rezone the property to a combination of R-1 Single-Family Residence District, R-3 Mixed Residential District, C-1 Neighborhood Commercial District with gas sales restrictions, C-2 Community Commercial District with commercial use restrictions, and C-2 Community Commercial District with a townhouse use only restriction.

The rezoning concept proposes uses that include retail commercial, restaurant commercial, single-family attached townhomes, and detached single-family residential. A total of 38 townhomes are proposed in the R-3 and portions of the C-2 zoned areas of the development. The C-1 and C-2 commercial areas of the development propose retail, small and large restaurants, and a coffee shop. Not all uses have been contracted by the developer. The request for C-1 to R-1 will allow further development of single-family detached homes in the remaining portions of ValleyWynds subdivisions.

The rezoning concept proposes a public interior road system which is accessible via two intersections, one on Forest Grove Drive and one on Devils Glen Road. The proposal considers existing adjacent trail and sidewalk infrastructure and proposes connections while also adding additional interior pedestrian amenities to developments located in the proposal area. A play area and open space are integrated into an existing utility easement and landscape buffering, including plantings and berms, are proposed to provide transitional compatibility with the adjacent developments and the major roadways.

The layout and configuration of the proposed zoning districts and uses are a prototypical layout which is encouraged in the Comprehensive Plan. Such a layout includes a commercial center buffered by denser and/or lighter intensity commercial with light density residential along two major thoroughfare corridors.

A neighborhood meeting was held by the developer prior to the first public meeting with the City. Staff has received multiple comments regarding the development, and they are included in the Public Comment folder on file with the City Clerk.

The Planning and Zoning Commission made recommendations for approval of all the rezoning requests by a 7-0 margin at the April 19, 2023 meeting.

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

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

N/A

List attachments

Resolution; Ordinances; (A) Staff Report with attachments; (B) Planning and Zoning Commission report to Mayor and City Council; (C) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 23

RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON REZONING OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE

C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO C-2 COMMUNITY COMMERCIAL DISTRICT (WITH COMMERCIAL RESTRICTIONS) (CASE 23-014)

C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO R-1 SINGLE-FAMILY RESIDENCE DISTRICT (CASE 23-017)

C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO C-2 COMMUNITYI COMMERCIAL DISTRICT (TOWNHOMES ONLY) (CASE 23-022)

C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO R-3, MIXED RESIDENTIAL DISTRICT (CASE 23-023)

R-1 SINGLE-FAMILY RESIDENCE DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL DISTRICT (CASE 23-024)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearings be set for May 16, 2023, at 7:00 p.m., City Hall Council Chambers, 1609 State Street, on the matter of multiple rezoning requests for property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive:

23-014 C-1 Neighborhood Commercial District to C-2 Community Commercial District (with commercial restrictions)
23-017 C-1 Neighborhood Commercial District to C-2 Community Commercial District
23-022 C-1 Neighborhood Commercial District to R-1 Single-Family Residence District (townhomes only)
23-023 C-1 Neighborhood Commercial District to R-3 Mixed Residential District
23-024 R-1 Single-Family Residence District to C-1 Neighborhood Commercial District (no gas sales allowed)

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Return to: Michelle Spencer, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722

ORDINANCE NO. _____ - 23

AN ORDINANCE AMENDING THE BETTENDORF, IOWA ZONE MAP FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO C-2, COMMUNITY COMMERCIAL DISTRICT

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4, and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive which is legally described as:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 87° 07' 39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 51.24 FEET; THENCE SOUTH 02° 52' 08" EAST, A DISTANCE OF 59.96 FEET TO THE POINT OF BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE; THENCE SOUTH 31° 47' 25" EAST, A DISTANCE OF 39.96 FEET; THENCE SOUTH 01° 43' 41" EAST ALONG THE WEST RIGHT OF WAY LINE OF DEVILS GLEN ROAD, A DISTANCE OF 458.15 FEET; THENCE SOUTH 88° 18' 31" WEST, A DISTANCE OF 429.52 FEET; THENCE SOUTH 88° 16' 19" WEST, A DISTANCE OF 52.82 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; AN ARC LENGTH OF 173.76 AND A CHORD THE BEARS N63° 17' 02" WEST A DISTANCE OF 166.71 FEET; THENCE NORTH N02° 53' 47" WEST, A DISTANCE OF

400.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE; THENCE NORTH 87° 08' 05" EAST ALONG SAID RIGHT OF WAY, DISTANCE OF 621.20 FEET TO THE POINT OF BEGINNING, CONTAINING 7.022 ACRES OR 305,865 SQUARE FEET, MORE OR LESS;

and which is now zoned C-1 Neighborhood Commercial District is hereby repealed and said described land shall hereinafter be zoned C-2 Community Commercial District with the following condition:

1. That the following uses are prohibited:
   - (a) Convenience food sales with gas sales (limited or unlimited);
   - (b) General food sales with gas pumps;
   - (c) Auto services use which includes gas sales as a portion of such business;
   - (d) Any other business use which is intended to sell gasoline on site;
   - (e) Tobacco, vape shops, and/or CBD shops;
   - (f) Tattoo/piercing parlors;
   - (g) Storage units;
   - (h) Automotive sales;
   - (i) Automotive services and body repair;
   - (j) Pawn shops;
   - (k) Title loan or "quick cash" operations;
   - (l) Storage/staging yards or service vehicle parking of any type;
   - (m) Adult entertainment venues;
   - (n) Permanent buildings in which fifty percent (50%) or more of the retailer's floor space is allocated for the sale or display of consumer fireworks or in which fifty percent (50%) or more of annual retail sales are from the sale of consumer fireworks.

and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map.

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

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the City Code of the City of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Return to: Michelle Spencer, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722

ORDINANCE NO. _____ - 23

ORDINANCE AMENDING THE BETTENDORF, IOWA ZONE MAP FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO R-1 SINGLE-FAMILY RESIDENCE DISTRICT

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4, and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive which is legally described as:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 87° 07' 39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1002.16 FEET; SOUTH 02° 00' 30" EAST, A DISTANCE OF 331.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43° 54' 23" EAST, A DISTANCE OF 529.47 FEET; THENCE SOUTH 02° 49' 14" EAST, A DISTANCE OF 122.95 FEET; THENCE NORTH 47° 12' 56" WEST, A DISTANCE OF 498.70 FEET; THENCE NORTH 02° 00' 30" WEST A DISTANCE OF 65.69 FEET TO THE POINT OF BEGINNING, CONTAINING 0.359 ACRES, OR 15,617 SQUARE FEET, MORE OR LESS.

and which is now zoned C-1 Neighborhood Commercial District is hereby repealed and said described land shall hereinafter be zoned R-1 Single-Family Residence District and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map.

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

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the City Code of the City of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

Return to: Michelle Spencer, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722

ORDINANCE NO. _____ - 23

ORDINANCE AMENDING THE BETTENDORF, IOWA ZONE MAP FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO C-2, COMMUNITY COMMERCIAL DISTRICT

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4, and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive which is legally described as:

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COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 87° 07' 39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 51.24 FEET; THENCE SOUTH 02° 52' 08" EAST, A DISTANCE OF 59.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE; THENCE SOUTH 31° 47' 25" EAST, A DISTANCE OF 39.96 FEET TO THE WEST RIGHT OF WAY LINE OF DEVILS GLEN ROAD; THENCE SOUTH 01° 43' 41" EAST ALONG THE WEST RIGHT OF WAY LINE OF DEVILS GLEN ROAD, A DISTANCE OF 458.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01° 43' 41" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 349.64 FEET; THENCE SOUTH 88° 16' 11" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 67° 13' 38" WEST, A DISTANCE OF 127.77 FEET; THENCE

ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC LENGTH OF 37.21 FEET AND A CHORD THAT BEARS NORTH 79° 28' 43" WEST A DISTANCE OF 36.92 FEET; THENCE SOUTH 88° 16' 12" WEST, A DISTANCE OF 12.49 FEET; THENCE SOUTH 00° 55' 34" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 88° 16' 18" WEST A DISTANCE OF 168.50 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 117.81 FEET AND A CHORD THAT BEARS NORTH 45° 43' 45" WEST A DISTANCE OF 106.06 FEET; THENCE NORTH 01° 43' 48" WEST, A DISTANCE OF 226.10 FEET; THENCE NORTH 88° 18' 31" EAST, A DISTANCE OF 429.52 FEET TO THE POINT OF BEGINNING, CONTAINING 3.011 ACRES OR 131,141 SQUARE FEET, MORE OR LESS;

and which is now zoned C-1 Neighborhood Commercial District is hereby repealed and said described land shall hereinafter be zoned C-2 Community Commercial District with the following condition:

1. That the only permitted use under such rezoning shall be for residential townhomes in a configuration substantially similar to the concept plan submitted with the rezoning application for Case 23-022.

and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map.

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

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the City Code of the City of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Return to: Michelle Spencer, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722

ORDINANCE NO. _____ - 23

ORDINANCE AMENDING THE BETTENDORF, IOWA ZONE MAP FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO R-3 MIXED RESIDENTIAL DISTRICT

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4, and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive which is legally described as:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 87° 07' 39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 51.24 FEET; THENCE SOUTH 02° 52' 08" EAST, A DISTANCE OF 59.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE; THENCE SOUTH 31° 47' 25" EAST, A DISTANCE OF 39.96 FEET TO THE WEST RIGHT OF WAY LINE OF DEVILS GLEN ROAD; THENCE SOUTH 01° 43' 41" EAST ALONG THE WEST RIGHT OF WAY LINE OF DEVILS GLEN ROAD, A DISTANCE OF 807.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01° 43' 41" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 142.86 FEET; THENCE SOUTH 85° 56' 32" WEST, A DISTANCE OF 400.01 FEET; THENCE NORTH 04° 00' 57" WEST, A DISTANCE OF 109.83 FEET; THENCE NORTH 47° 19' 41" WEST, A DISTANCE OF 294.53 FEET; THENCE NORTH 02° 49' 14" WEST, A DISTANCE OF 22.95 FEET; THENCE NORTH 43° 54' 23" WEST, A DISTANCE OF 410.35 FEET; THENCE NORTH 84° 53' 46" EAST, A DISTANCE OF 232.02 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 247.69

FEET; AND A CHORD THE BEARS SOUTH 51° 10' 48" EAST FOR A DISTANCE OF 227.53 FEET; THENCE NORTH 88° 16' 19" EAST, A DISTANCE OF 56.82 FEET; THENCE SOUTH 01° 43' 48" EAST, A DISTANCE OF 226.10 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 75.00 FEET; AN ARC LENGTH OF 117.81 FEET AND A CHORD THAT BEARS SOUTH 46° 43' 45" EAST FOR A DISTANCE OF 106.06 FEET; THENCE NORTH 88° 16' 18" EAST, A DISTANCE OF 169.50 FEET; THENCE NORTH 00° 55' 34" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 88° 16' 12" EAST, A DISTANCE OF 12.49 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC LENGTH OF 37.21 FEET AND A CHORD THAT BEARS SOUTH 79° 28' 43" EAST AND DISTANCE OF 36.92 FEET; THENCE SOUTH 67° 13' 38" EAST, A DISTANCE OF 127.77 FEET; THENCE NORTH 88° 16' 11" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING , CONTAINING 4.070 ACRES OR 177,298 SQUARE FEET, MORE OR LESS;

and which is now zoned C-1 Neighborhood Commercial District is hereby repealed and said described land shall hereinafter be zoned R-3 Mixed Residential District and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map.

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

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the City Code of the City of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Return to: Michelle Spencer, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722

ORDINANCE NO. _____ - 23

ORDINANCE AMENDING THE BETTENDORF, IOWA ZONE MAP FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE R-1 SINGLE-FAMILY RESIDENCE DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL DISTRICT

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4, and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive which is legally described as:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 87° 07' 39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1002.16 FEET; SOUTH 02° 00' 30" EAST, A DISTANCE OF 59.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02° 00' 30" EAST, A DISTANCE OF 251.45 FEET; THENCE NORTH 43° 54' 23" WEST; A DISTANCE OF 73.89 FEET; THENCE SOUTH 87° 06' 39" WEST, A DISTANCE OF 116.42 FEET; THENCE NORTH 02° 53' 47" WEST A DISTANCE OF 195.61 FEET; THENCE NORTH 87° 07' 32" EAST, A DISTANCE OF 168.80 FEET TO THE POINT OF BEGINNING, CONTAINING 0.783 ACRES, OR 34,106 SQUARE FEET, MORE OR LESS.

and which is now zoned R-1 Single-Family Residence District is hereby repealed and said described land shall hereinafter be zoned C-1 Neighborhood Commercial District with the following condition:

1. That the following uses are prohibited:
   (a) Convenience food sales with gas sales (limited or unlimited);
   (b) General food sales with gas pumps;
   (c) Auto services use which includes gas sales as a portion of such business;
   (d) Any other business use which is intended to sell gasoline on site;

and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map.

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

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the City Code of the City of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: FGD DGR Rezoning
Author: Taylor Beswick
Department: Community Development
Date: April 19, 2023

Case No.:	23-014; 23-017; 23-022; 23-023; 23-024
Request:	Rezone property located southwest of Forest Grove Drive and Devils Glen Road from C-1 to C-2 with commercial use restrictions (23-014), C-1 to R-1 (23-017), C-1 to C-2 restricted to townhome use only (23-022), C-1 to R-3 (23-023), and R-1 to C-1 (23-024).
Location:	Southwest corner of Devils Glen Road and Forest Grove Drive
Legal Description:	NE¼SW¼ of Section 3, Township 78 N (Parcel #: 8403350031)
Applicant:	E & A Enterprises, LLC
Owner:	MCB Development Corporation
Future Land Use:	Parks & Open Space (*Pending Urban Low Intensity (ULI) and Urban Medium Intensity (UMI))
Current Zoning:	C-1, Neighborhood Commercial and R-1, Single-Family Residence

Background Information & Facts

E & A Enterprises, LLC is requesting multiple rezonings for property located southwest of the intersection of Forest Grove Drive and Devils Glen Road (see Aerial Map – Attachment A). The area is currently zoned C-1, Neighborhood Commercial, and the applicant is proposing to rezone the property a combination of R-1 Single Family, R-3 Mixed Residential, C-1 Neighborhood Commercial, C-2 Community Commercial with commercial use restrictions, C-2 Community Commercial with a townhouse use only restriction (see Current Zoning and Proposed Zoning – Attachment B). Some portions of the property will retain the existing C-1 zoning. Prior to 2017, the property was zoned part C-5 Office/Transitional and part C-1. The C-5 zoning district was eliminated and folded into the C-1 District in 2017. The property was zoned C-5 and C-1 in 1996 (see Ordinance 29-96 and Ordinance 30-96 – Attachment C).

The rezoning concept proposes uses that include retail commercial, restaurant commercial, single-family attached townhomes, and detached single-family residential (see Rezoning Concept Overhead Aerial – Attachment D). The portion of C-2 Commercial is proposed to have use restrictions which are similar to use restrictions which exist in Bettendorf's Downtown Overlay District (see C-2 Commercial Use Restriction List – Attachment E). In addition, the residential portion of the proposed C-2 district shown includes an agreement which restricts all uses except residential townhomes (see C-2 Residential Restriction – Attachment F).

The site is currently in agricultural production, but from 1999 until recent years was the location of the Ball Park at Noel Farms, home of the Barnstormer Baseball Club. A site development plan was reviewed and approved by the City in 1999, and on this plan the baseball use is cited as temporary. In addition, the

approved site plan contains the following note: "*2. The ball diamonds and proposed concession stand are temporary developments until the site becomes viable as a commercial development in accordance with the City's long term land use plan.*"

Since the area in question was annexed into the City of Bettendorf in 1971, the corner of Forest Grove Drive and Devils Glen Road has consistently been designated as medium density residential to mixed use commercial/residential future land uses. This can be seen on multiple iterations of the City's Comprehensive Plan and Future Land Use Map (see Historical Future Land Use Maps: 1973, 1984, 1994, 2002, 2010 – Attachment G). Upon adoption of the most recently updated Comprehensive Plan and Future Land Use Map in 2017 the area was changed to Parks & Open Space. Staff cannot find any minutes or citations in the record which explains the reasoning for the Future Land Use designation change from Office/Transitional and Commercial to Parks & Open Space. Case No. 23-013 and 23-021 proposes amendments to the Future Land Use Map to Urban Low Intensity (ULI) and Urban Medium Intensity (UMI) (see Current and Proposed Future Land Use – Attachment H).

Comprehensive Plan Analysis

The configuration of the rezoning requests are anticipated and allowed districts in the Future Land Use Map per Development Character Area (DCA) and Applicable Zoning Districts Table located in the preamble of Title 11, Zoning Regulations.

The proposal is also consistent with multiple goals across a variety of categories identified in the Comprehensive Plan including:

Growth: Land Use & Transportation
Goal A: Develop New Land and Streets
- Development of in-fill properties to encourage City growth while also providing multi-modal street connections.

Housing
Goal D: Provide Housing Options and Reinvest in Existing Neighborhoods
- Construction of housing option types which are underserved in the community.

Quality of Life
Goal E: Enhance Community Design and Character
- Improving the area's neighborhood character while also enhancing connections between the City's built environment and its natural spaces.

Zoning Compliance Analysis

The rezoning proposal includes a mixture of C-1, C-2, R-1, and R-3 zoning districts (see Townsend Engineering Rezoning Concepts – Attachment I).

Residential Use Components

The proposed residential components of the development include single-family detached homes located in the R-1 district, which will be combined with the unfinished portions of the ValleyWynds additions. The densities proposed for the R-1 meet the requirements of the zoning code. Pending approval of the Future

Land Use Map Amendments and Rezoning requests related to this site, the R-1 single-family areas will only require subdivision plat reviews and approval prior to construction.

The single-family attached townhomes are proposed to be located in both the R-3 and C-2 zoning districts. The R-3 area is proposed to be in a ULI Future Land Use designated area. The C-2 area is proposed to be in a UMI Future Land Use designated area. Both zoning districts are consistent with each respective future land use designation.

A total of 38 townhome lots are currently proposed in the development. The C-2 area for the townhomes includes a clause limiting the potential future uses to only residential townhomes. Townhomes are a permitted use in both the R-3 and C-2 Districts. One difference in bulk regulations for the two districts are the required front yard/rear yard setbacks. In the R-3 district, a 25-foot front yard and rear yard setback is required while in the C-2 district a 20-foot setback is required. One reason cited for utilizing the different zoning districts and setback for the townhomes is the existence of a 75-foot pipeline easement which runs north/south through the proposed development. Given the constraints of the easement and right-of-way areas, configuring lots is possible with a 20-foot setback. This is acceptable and meets the zoning requirements.

Of the 38 townhome lots proposed, 22 lots are shown in the C-2 district and 16 are shown in the R-3 district. The resulting density calculations for each area are 4 dwelling units per acre for the R-3 area and 7.75 dwelling units per acre for the C-2 area. Each density is above the minimum site area per housing unit required in the zoning code, and each density calculation is consistent with the Comprehensive Plan's residential guidelines for the ULI Future Land Use designation (2-7 dwelling units per acre) and the UMI Future Land Use designation (7-12 dwelling units per acre). All future developments in the townhome use areas of the proposal will require subdivision platting approval and subsequent site development plan approval prior to construction.

Commercial Use Components

The C-2 commercial zoning area proposes retail and restaurants which could be over 10,000 square feet in size that would not be permitted in the C-1 district. The applicant is proposing to restrict the potential uses in the C-2 commercial district which include banning gas stations, vape shops, and tattoo parlors among other uses cited in the attached restriction list. The proposed conceptual building layouts and proposed uses for the C-2 commercial area meet the zoning requirements specified. A buffer area of C-1 commercial area is located on the northwest corner of the property and is proposed to contain retail. All future developments in the commercial use areas of the proposal will require subdivision platting approval and subsequent site development plan approval prior to construction.

The layout and configuration of the proposed zoning districts and uses are a prototypical layout which is encouraged in the Comprehensive Plan. Such a layout includes a commercial center buffered by denser and/or lighter intensity commercial with light density residential along two major thoroughfare corridors.

Utility Connections and Easements

The proposed rezoning area has access to Iowa American Water, City sewer, and other required utilities. An existing 75-foot pipeline easement is shown and appropriately contemplated in the rezoning concepts. No

structures can be located on this pipeline easement. It will be the developer's responsibility to acquire any needed easement on adjacent private property for connecting to utilities and/or sewer.

Thoroughfare Plan and Pedestrian Access

The rezoning concept proposes a public interior road system which is accessible via two intersections, one on Forest Grove Drive and one on Devils Glen Road. The Devils Glen Road intersection will align with Lake View Court which provides access to the Copper Ridge Additions east of Devils Glen Road. No development currently exists north of the proposed Forest Grove Drive intersection, but alignment will be desired for future development in this area. A majority of the proposed townhome lots are to be accessed via a cul-de-sac street.

The proposal considers existing adjacent trail and sidewalk infrastructure and proposes connections while also adding additional interior pedestrian amenities to developments located in the proposal area.

Stormwater

The rezoning concept reserves an area for stormwater detention located on the southern boundary of the development. Stormwater detention requirements and calculations will require Engineering staff approval during platting and site development phases.

Design Characteristics Review

The proposed rezoning is not located in a Development Character Area zoning district or an overlay district which requires specific architectural design elements by the city. However, the applicant has submitted renderings of the proposed development which previews the intended look and feel of both the commercial use areas and the residential townhomes (see Design Renderings – Attachment J).

Staff Recommendation

Given the evidence and reasons stated in the staff analysis of the request, staff recommends the Planning and Zoning Commission recommend approval of the proposed rezoning requests:

- Case No. 23-014: C-1 Neighborhood Commercial District to C-2 Community Commercial District (commercial use) with the following condition:
    - Acceptance of the proposed commercial use restriction list.
- Case No. 23-017: C-1 Neighborhood Commercial District to R-1 Single-Family Residence District
- Case No. 23-022: C-1 Neighborhood Commercial District to C-2 Community Commercial District (townhome use) with the following condition:
    - Acceptance of the proposed residential use restrictions.
- Case No. 23-023: C-1 Neighborhood Commercial District to R-3 Mixed Residential District
- Case No. 23-024: R-1 Single-Family Residence to C-1 Neighborhood Commercial District

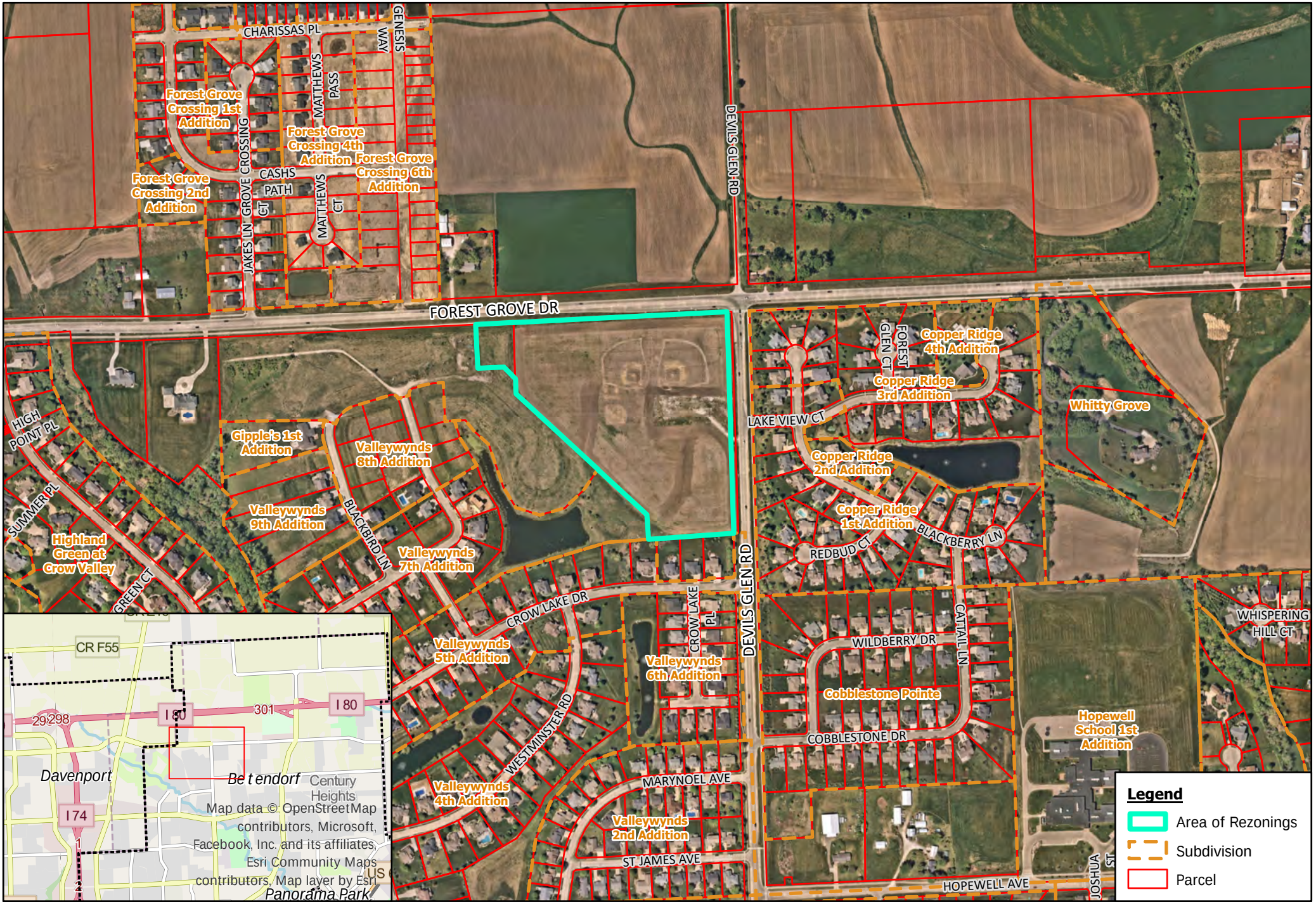
Respectfully submitted,

Taylor Beswick
City Planner

Case 23-014; 017; 022; 023; 024: SW of Devils Glen Rd. & Forest Grove Dr.
Rezonings
Aerial

1 Inch = 542 Feet
Feet
0 212.5 425 850 1,275

N



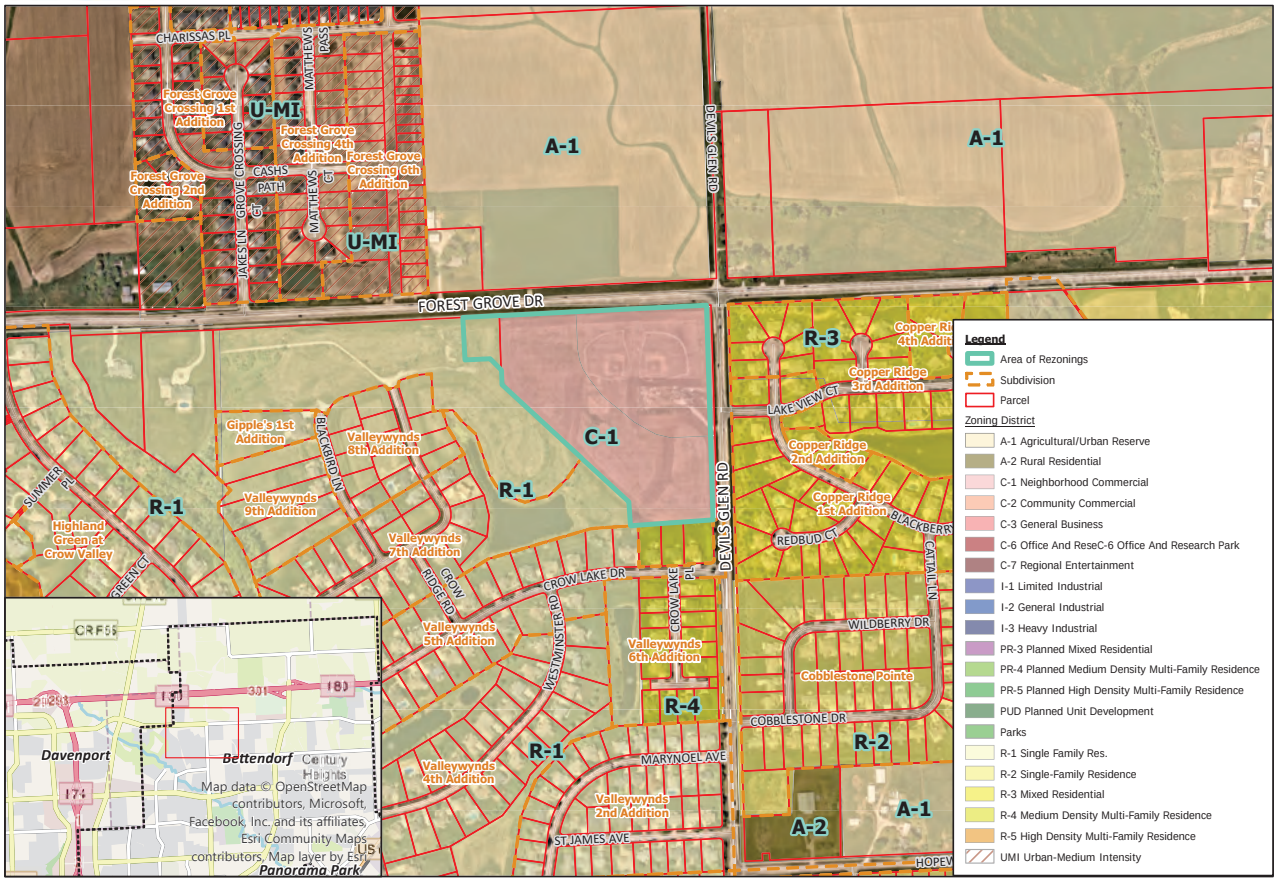
Legend

- Area of Rezonings
- Subdivision
- Parcel

Case 23-014, 017, 022, 023, 024: SW of Devils Glen Rd. & Forest Grove Dr.
Rezonings
Current Zoning

1 Inch = 542 Feet
0 212.5 425 850 1,275 Feet

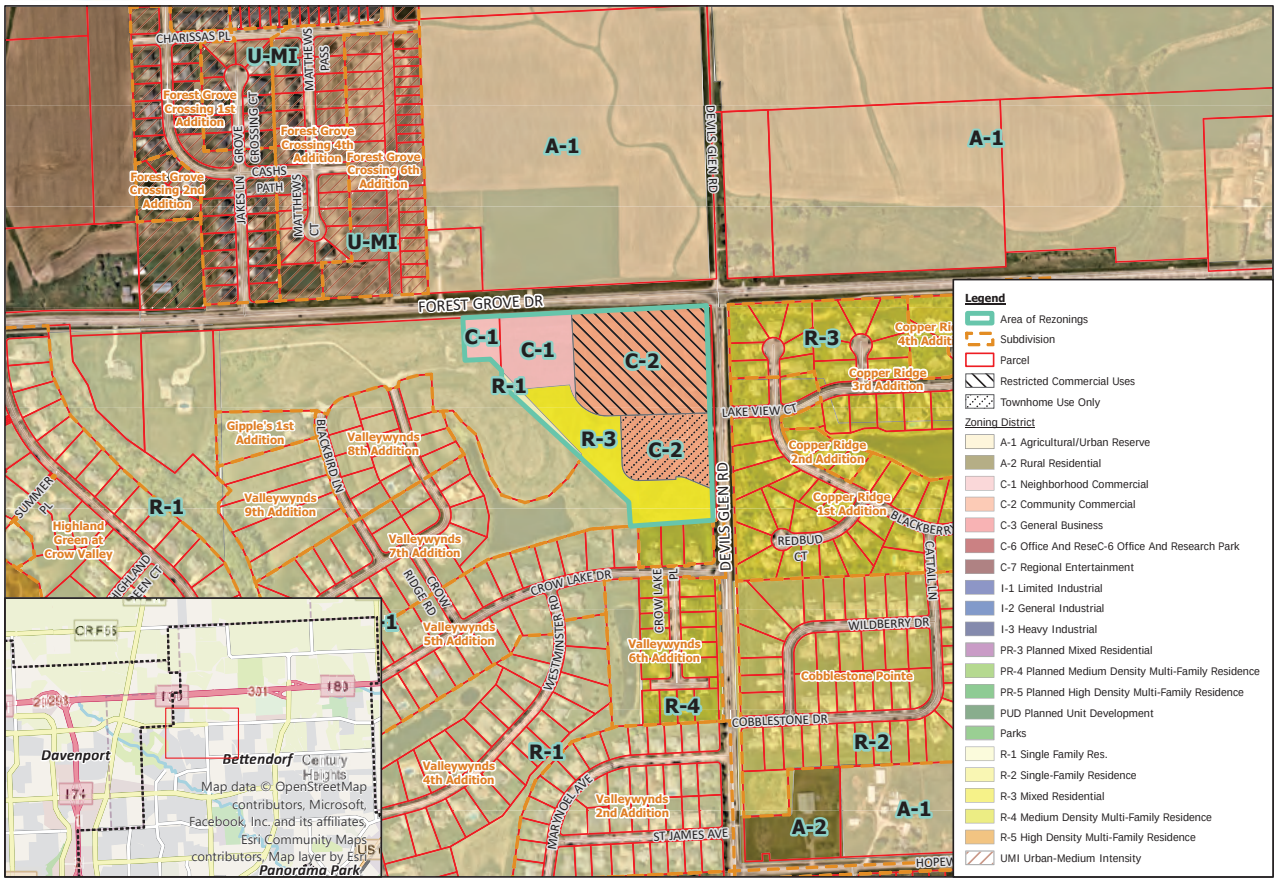
N



Case 23-014, 017, 022, 023, 024: SW of Devils Glen Rd. & Forest Grove Dr.
Rezonings
Proposed Zoning

1 Inch = 542 Feet
0 212.5 425 850 1,275 Feet

N



11906-96

96 MAY 13 AM 10:43

FEE 16.00 paid

RECORDER OF DEEDS
SCOTT COUNTY, IOWA

ORDINANCE NO. 30 -96

AN ORDINANCE AMENDING AN ORDINANCE ENTITLED "ZONING ORDINANCE OF THE CITY OF BETTENDORF" AND ALL AMENDMENTS THERETO BY AMENDING THE BETTENDORF, IOWA, ZONE MAP OF SAID ORDINANCE, FOR PROPERTY LOCATED SOUTHWEST OF INTERSECTION OF DEVILS GLEN ROAD AND FOREST GROVE DRIVE SUBMITTED BY MCB DEVELOPMENT CORPORATION FROM A-1 TO C-1

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4 and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to the area known and described as follows:

See Exhibit A

and which is now zoned A-1 Agricultural District, is hereby repealed and said described land shall hereinafter be zoned C-1 Local Shopping District, and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map;

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

Section 3. 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 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

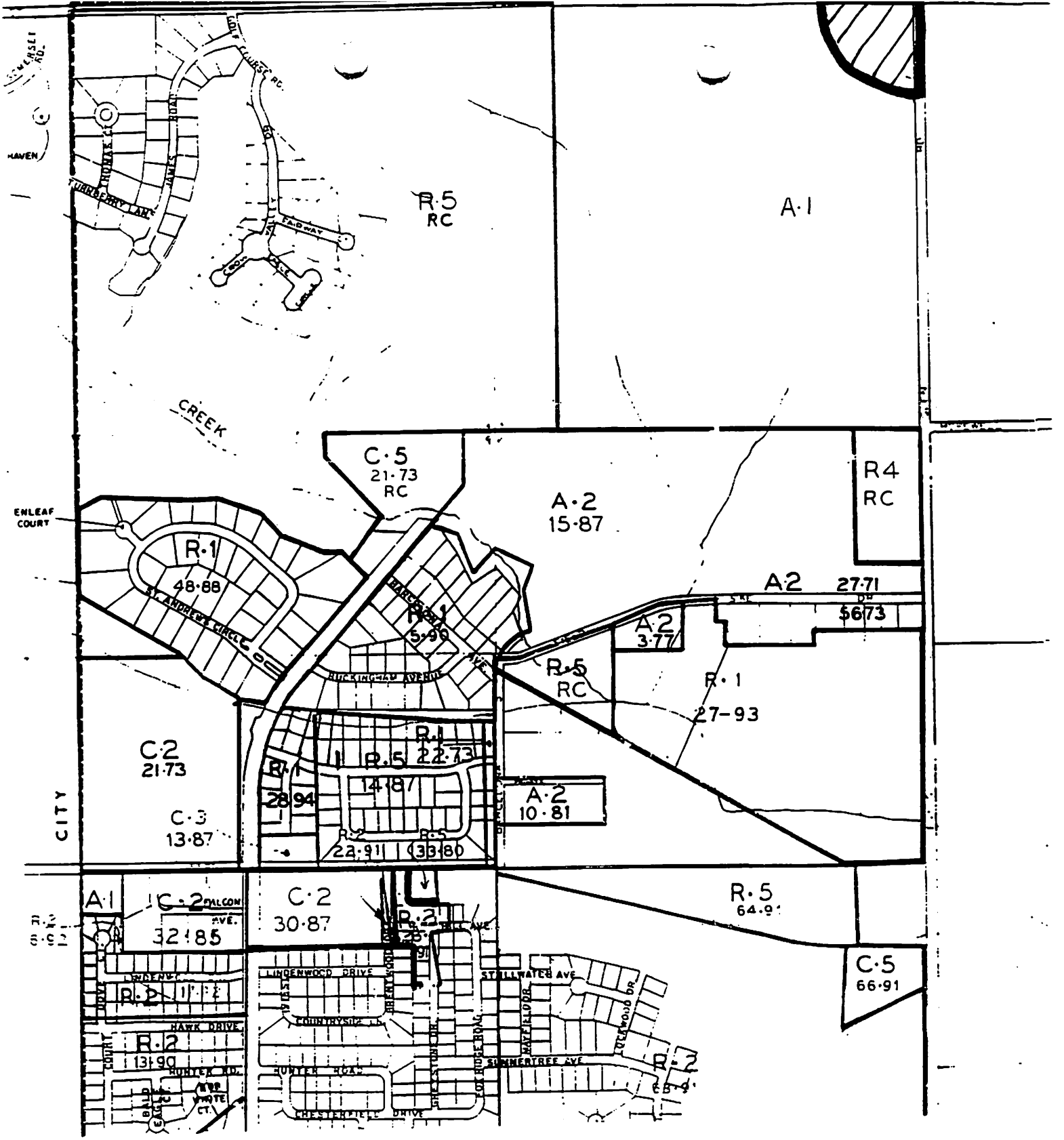
Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporations, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the Municipal Code of the City of Bettendorf, Iowa.

PASSED, APPROVED AND ADOPTED this 7th day of May, 1996.

Mayor
Ann Hutchison

ATTEST:

City Clerk
Decker P.Ploehn



CITY OF BETTENDORF, IOWA

= PARCEL TO BE REZONED

ZONING CHANGE: A-1 Agricultural to C-1 Local Shopping

LOCATION: Southwest of intersection of Devils Glen Road & Forest Grove Dr.

PETITIONER'S NAME: McB Development Corporation

N

11905-96
96 MAY 13 AM 10:43
FEE 16.00 paid
RECORDER OF DEEDS
SCOTT COUNTY, IOWA

ORDINANCE NO. 29 - 96

AN ORDINANCE AMENDING AN ORDINANCE ENTITLED "ZONING ORDINANCE OF THE CITY OF BETTENDORF" AND ALL AMENDMENTS THERETO BY AMENDING THE BETTENDORF, IOWA, ZONE MAP OF SAID ORDINANCE, FOR PROPERTY LOCATED SOUTHWEST OF INTERSECTION OF FOREST GROVE DRIVE AND DEVILS GLEN ROAD SUBMITTED BY MCB DEVELOPMENT CORPORATION FROM A-1 TO C-5

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4 and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to the area known and described as follows:

See Exhibit A

and which is now zoned A-1 Agricultural District, is hereby repealed and said described land shall hereinafter be zoned C-5 Office/Transitional District, and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map;

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

Section 3. 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 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

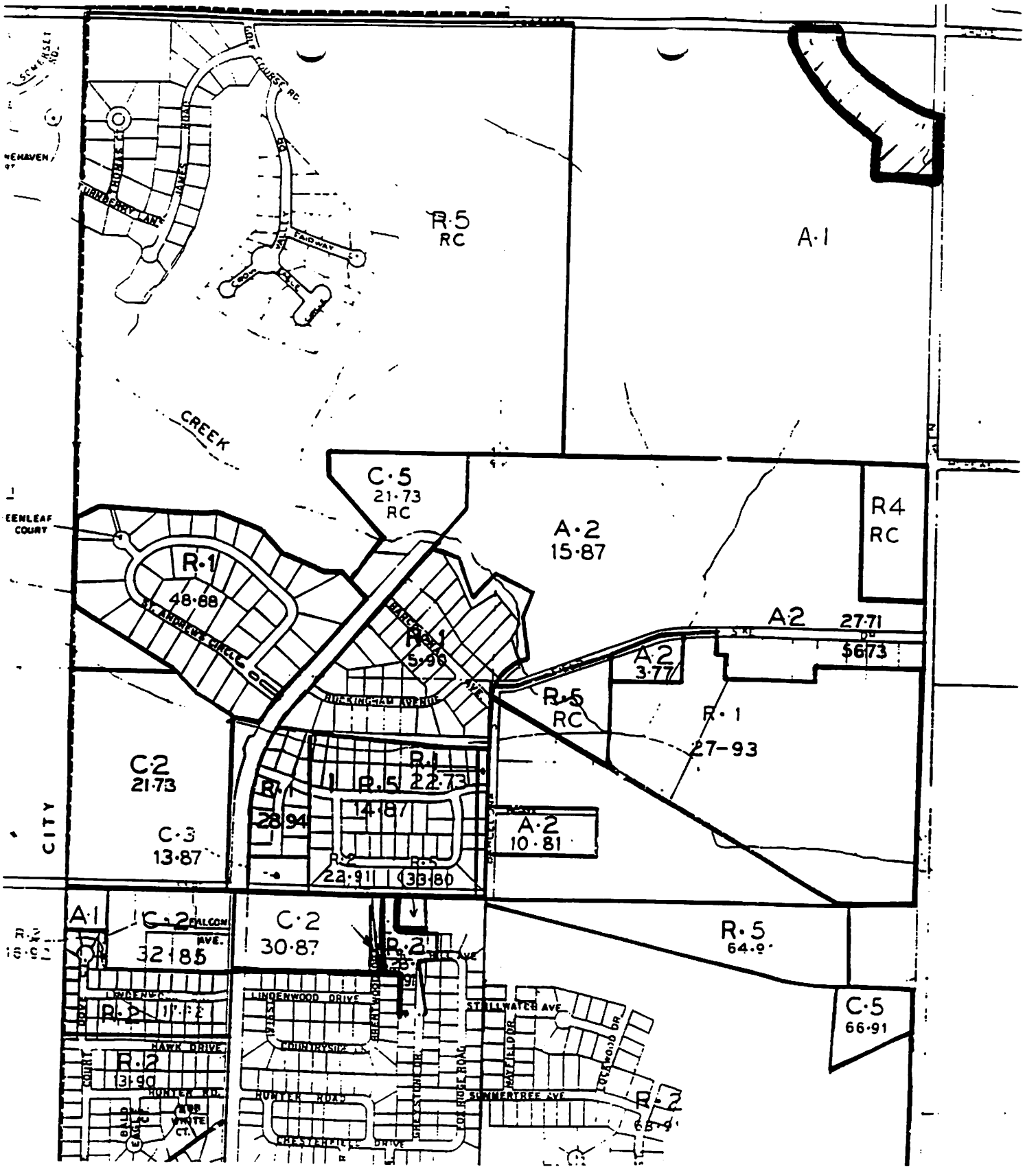
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PASSED, APPROVED AND ADOPTED this 7th day of May, 1996.

Mayor
Ann Hutchison

ATTEST:

City Clerk
Decker P.Ploehn



CITY OF BETTENDORF, IOWA

= PARCEL TO BE REZONED

ZONING CHANGE: A-1 Agricultural

C-5 Office/Transitiona

LOCATION: Southwest of intersection of Forest Grove Drive & Devils Glen Road

PETITIONER'S NAME: McB Development Corporation

FOREST GROVE ROAD

ENTRY

RETAIL

UTILITY EASEMENT

DRIVE THRU RESTAURANT

RETAIL

RETAIL

CONVENIENT STORE

UTILITY EASEMENT

COFFEE SHOP

COMMERCIAL/OFFICE

RAOS CT

ENTRY

DEVILS GLEEN ROAD

PLAY FIELD

TOWN HOMES

VILLAS CIRCLE

DETENTION

FOREST GROVE & DEVILS GLEN DEVELOPMENT FOR RAMAVARAM RAO

SITE PLAN

NORTH

BUSH CONSTRUCTION

DocuSign Envelope ID: 7AB34A05-F636-4F0E-AA22-636D46C6B186

Re: Conditions to proposed rezoning, Case 23-014

The undersigned, as owner of the ground subject to rezoning from C-1 to C-2 (Bettendorf case no. 23-014) and pursuant to Iowa Code 414.5, hereby agrees that as a condition of approval of the rezoning, the following restrictions on uses shall be placed upon the ground:

1. No convenience food sales with Gas Sales (limited or unlimited)
2. No general food sales with Gas pumps
3. No Auto services use which includes Gas sales as a portion of such business.
4. No other business use which is intended to sell gasoline on site.

In further consideration of approval of the rezoning, the owner agrees to the following additional restrictions upon the use of the ground:

1. Tobacco, vape shops, and/or CBD shops
2. Tattoo/piercing parlors
3. Storage units
4. Automotive sales
5. Automotive services and body repair
6. Pawn shops
7. Title loan or "quick cash" operations
8. Storage/staging yards or service vehicle parking of any type
9. Adult entertainment venues.
10. Permanent buildings in which fifty percent (50%) or more of the retailer's retail floor space is allocated to the sale or display of consumer fireworks, or in which fifty percent (50%) or more of annual retail sales are from the sale of consumer fireworks.

Dated this 23rd day of March, 2023.

DocuSigned by:
[signature]
4068900BEF644C...

MCB Development Corporation (Signature)

By: Greg Bush CEO (If person authorized to sign on behalf of owner and title)

(Identity of Owner if not single person owner)

DocuSign Envelope ID: 7AB34A05-F636-4F0E-AA22-636D46C6B186

Re: Conditions to proposed rezoning, Case 23-022

The undersigned, as owner of the ground subject to rezoning from C-1 to C-2 (Bettendorf case no. 23-022) and pursuant to Iowa Code 414.5, hereby agrees that as a condition of approval of the rezoning, the following restrictions on uses shall be placed upon the ground:

1. That the only permitted use under such rezoning shall be for residential townhouses in a configuration substantially similar to that on the attached Exhibit labeled E & A Enterprises, LLC, dated Feb. 27, 2023, and attached hereto.

Dated this 23rd day of March, 2023.

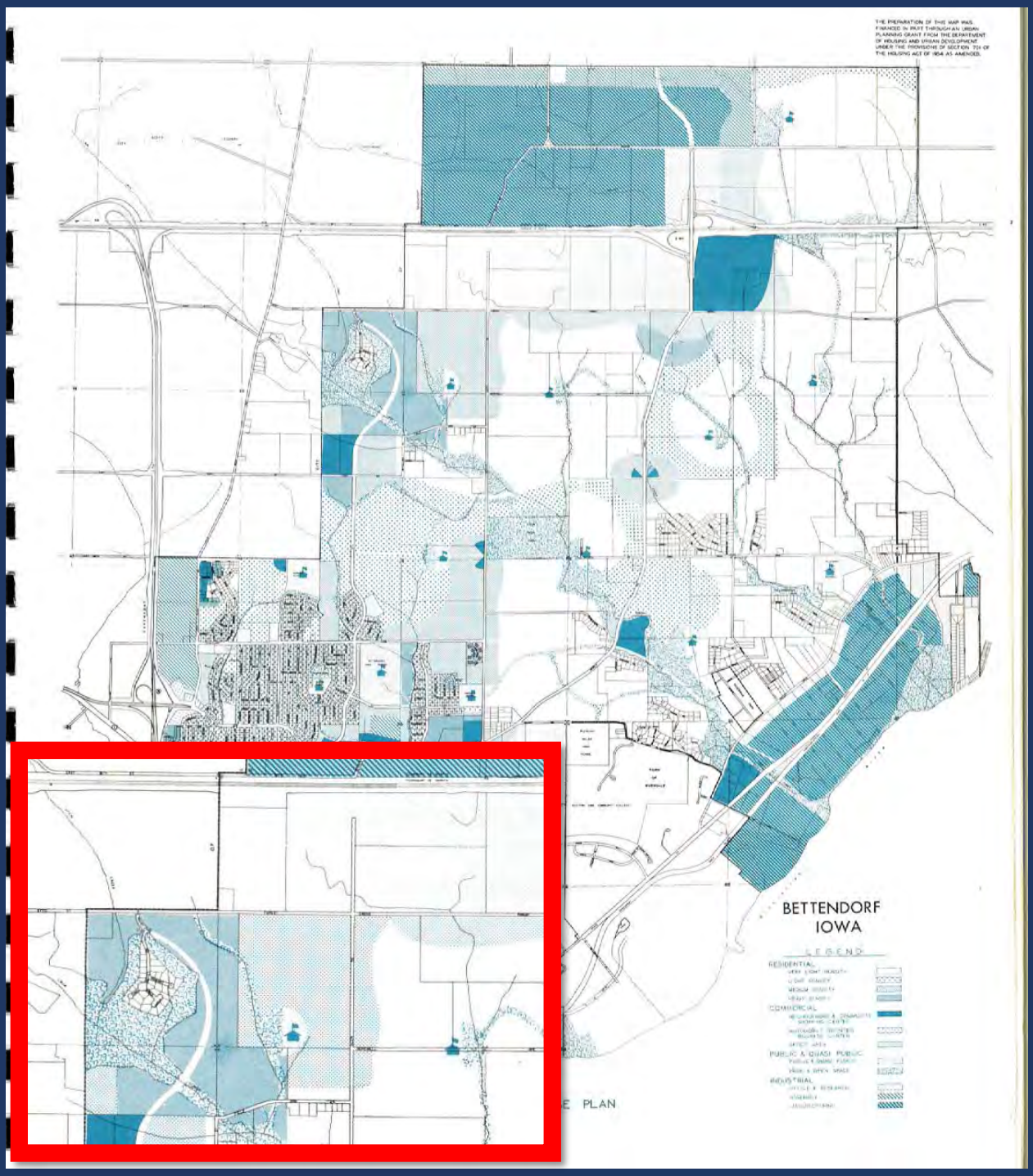
DocuSigned by:

MCB Development Corporation (Signature)

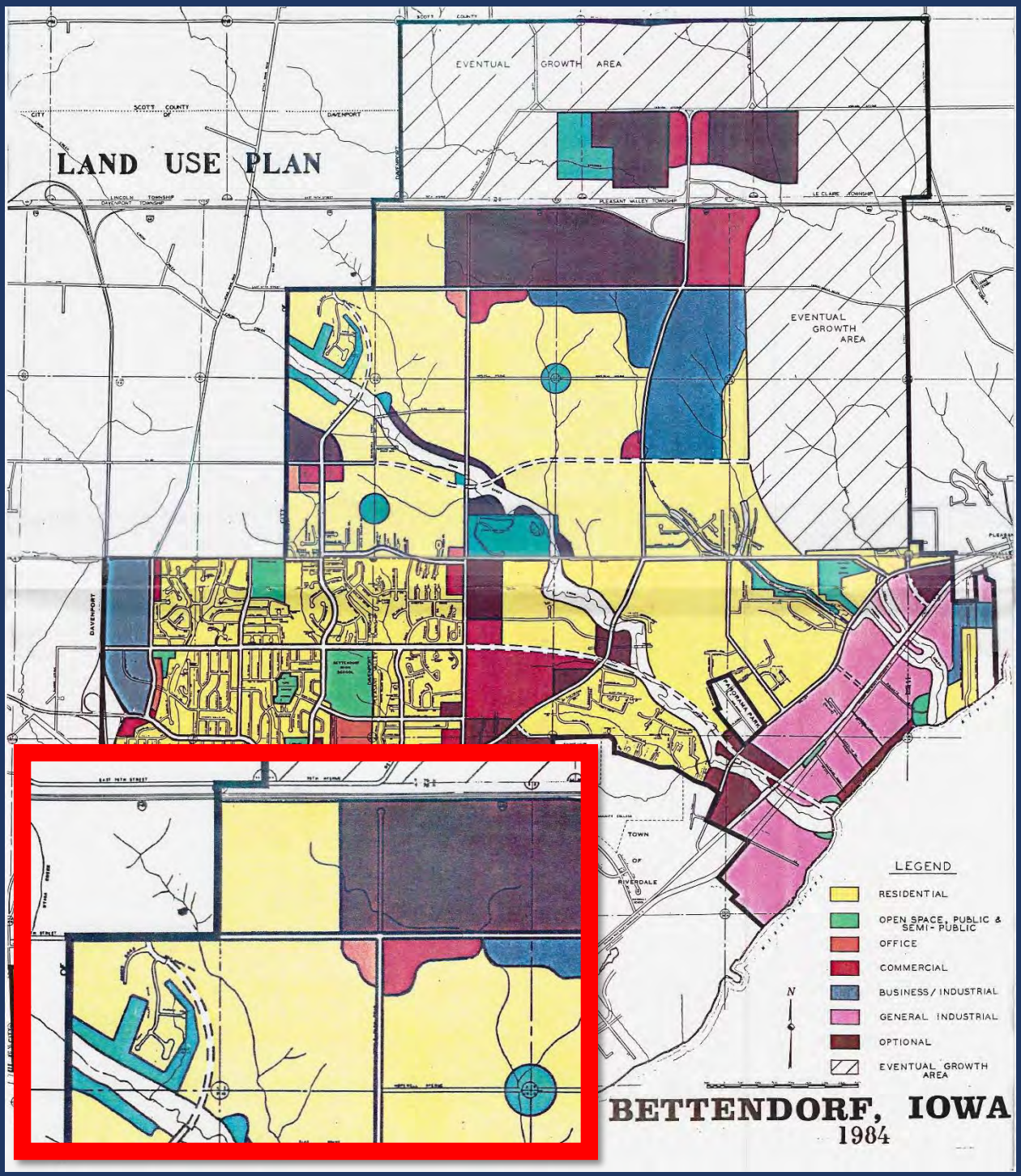
By: Greg Bush CEO (Person authorized to sign on behalf of owner and title)

(Identity of Owner if not single person owner)

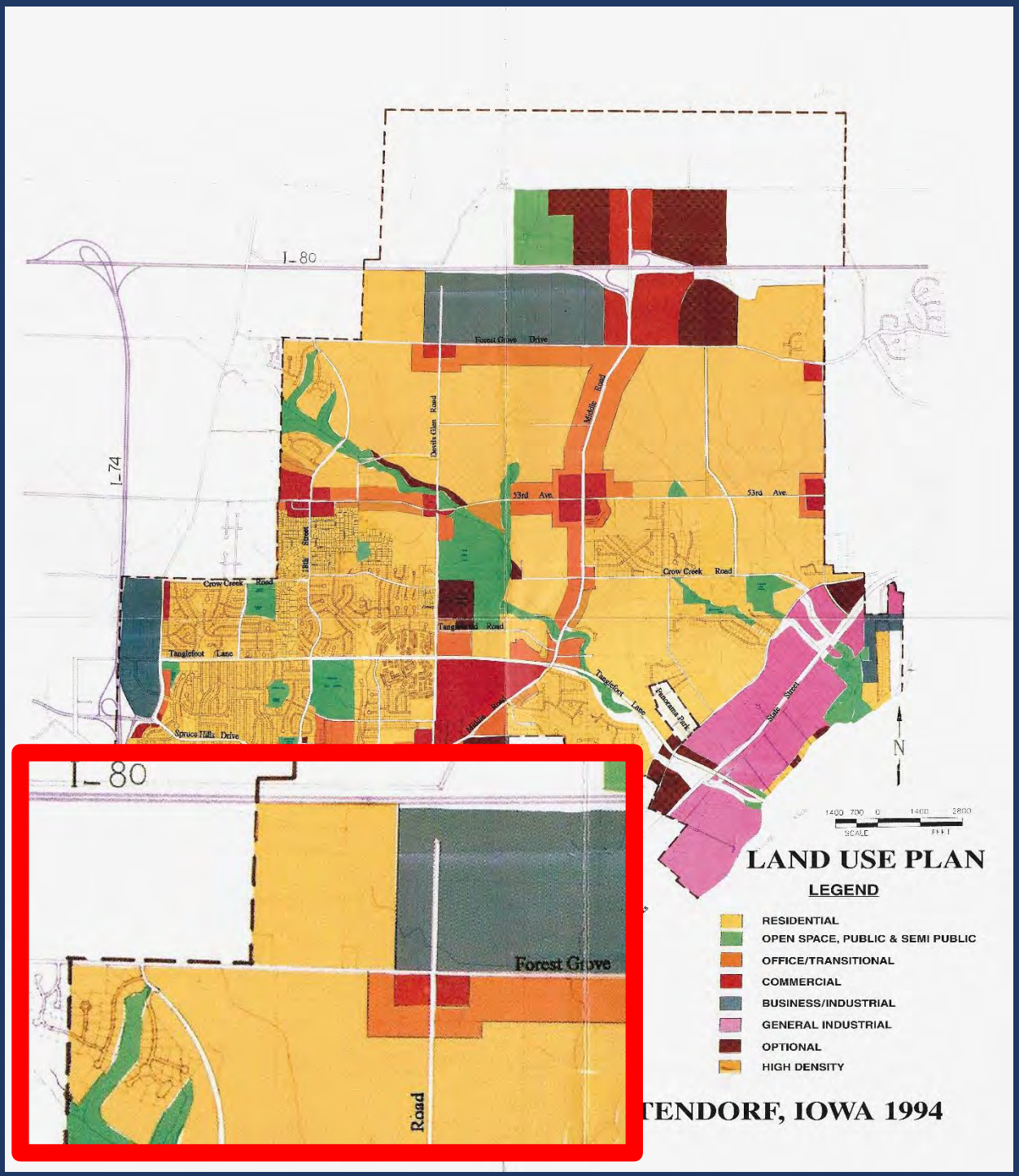
Future Land Use Map - 1973



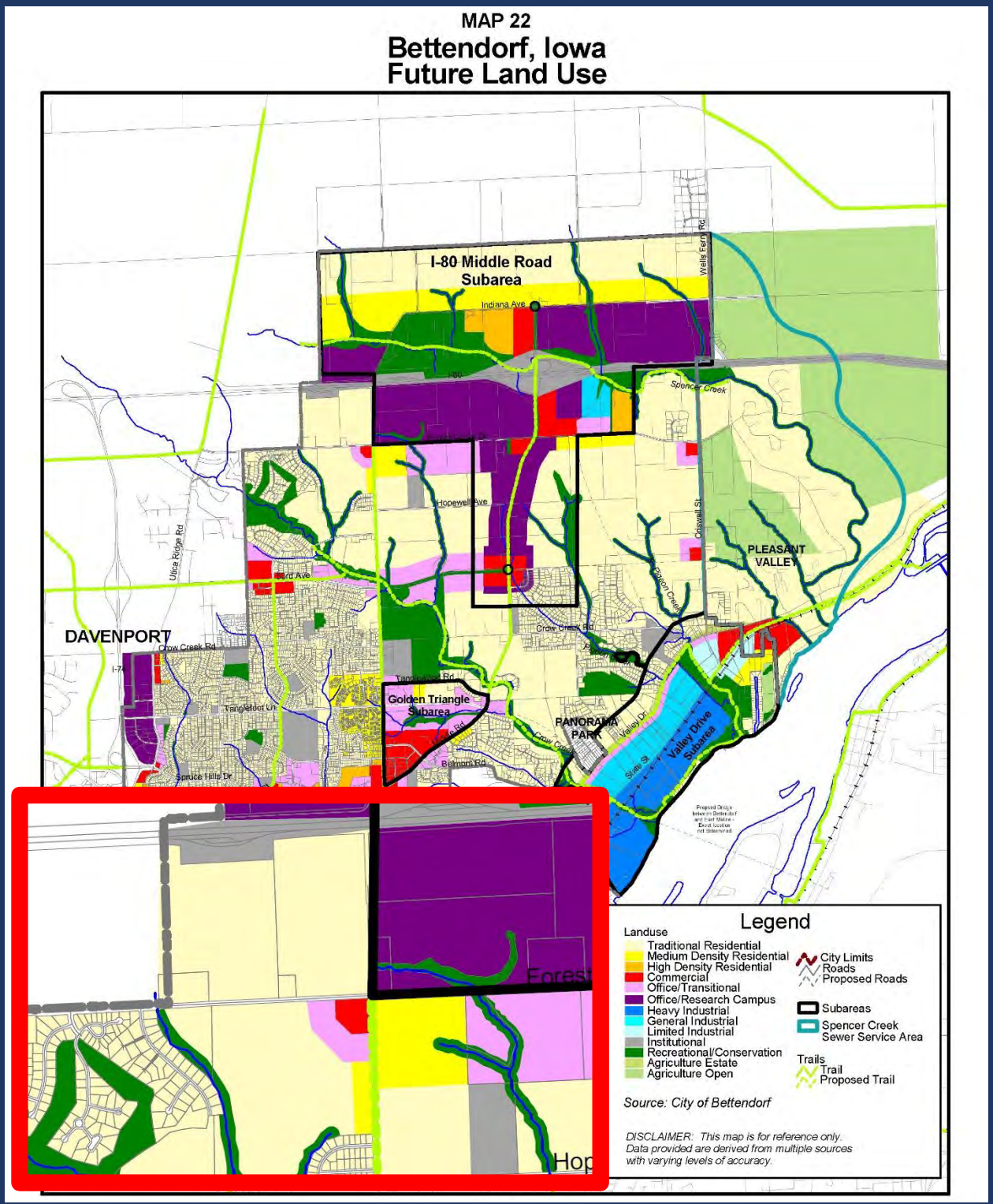
Future Land Use Map - 1984



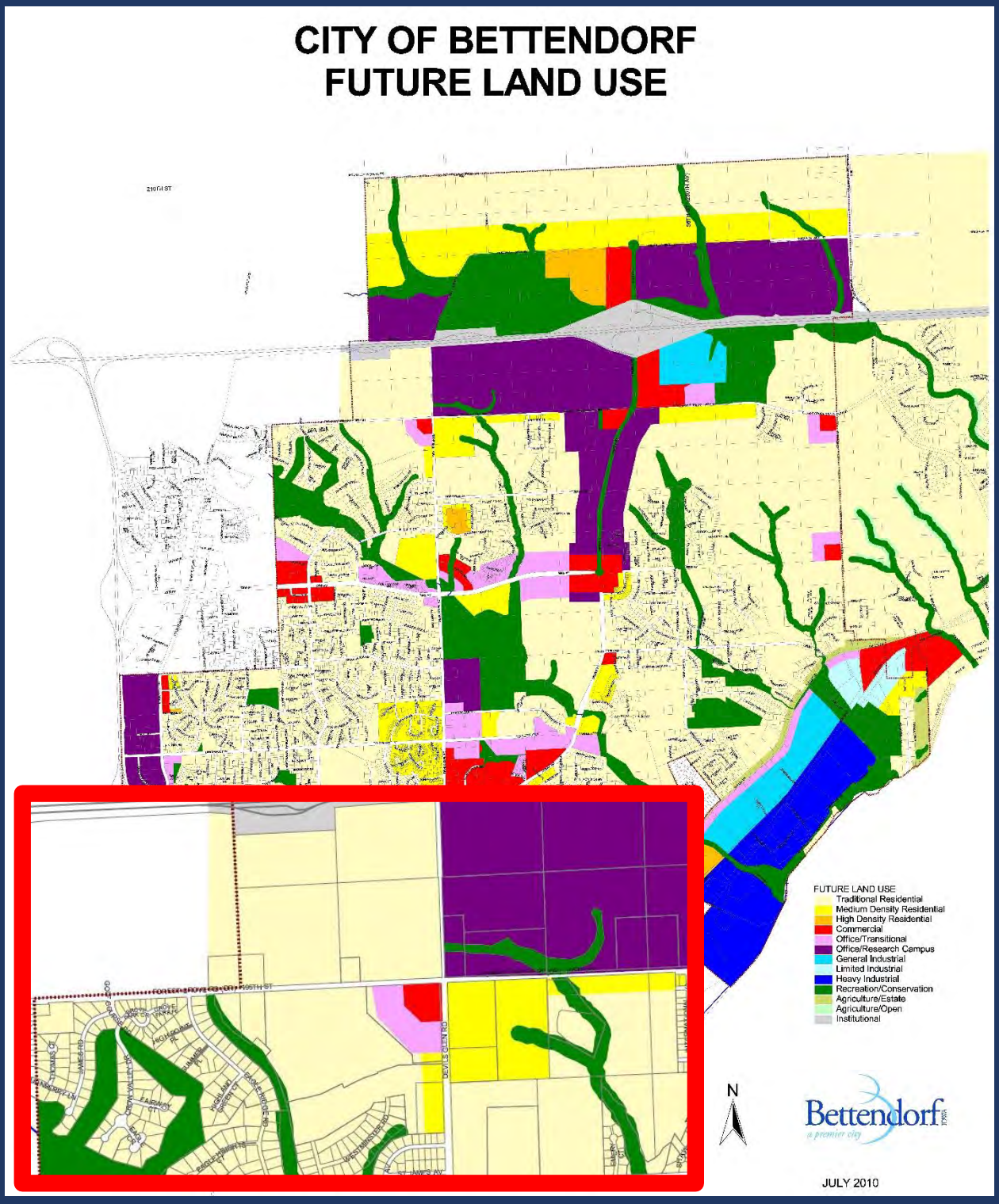
Future Land Use Map - 1994



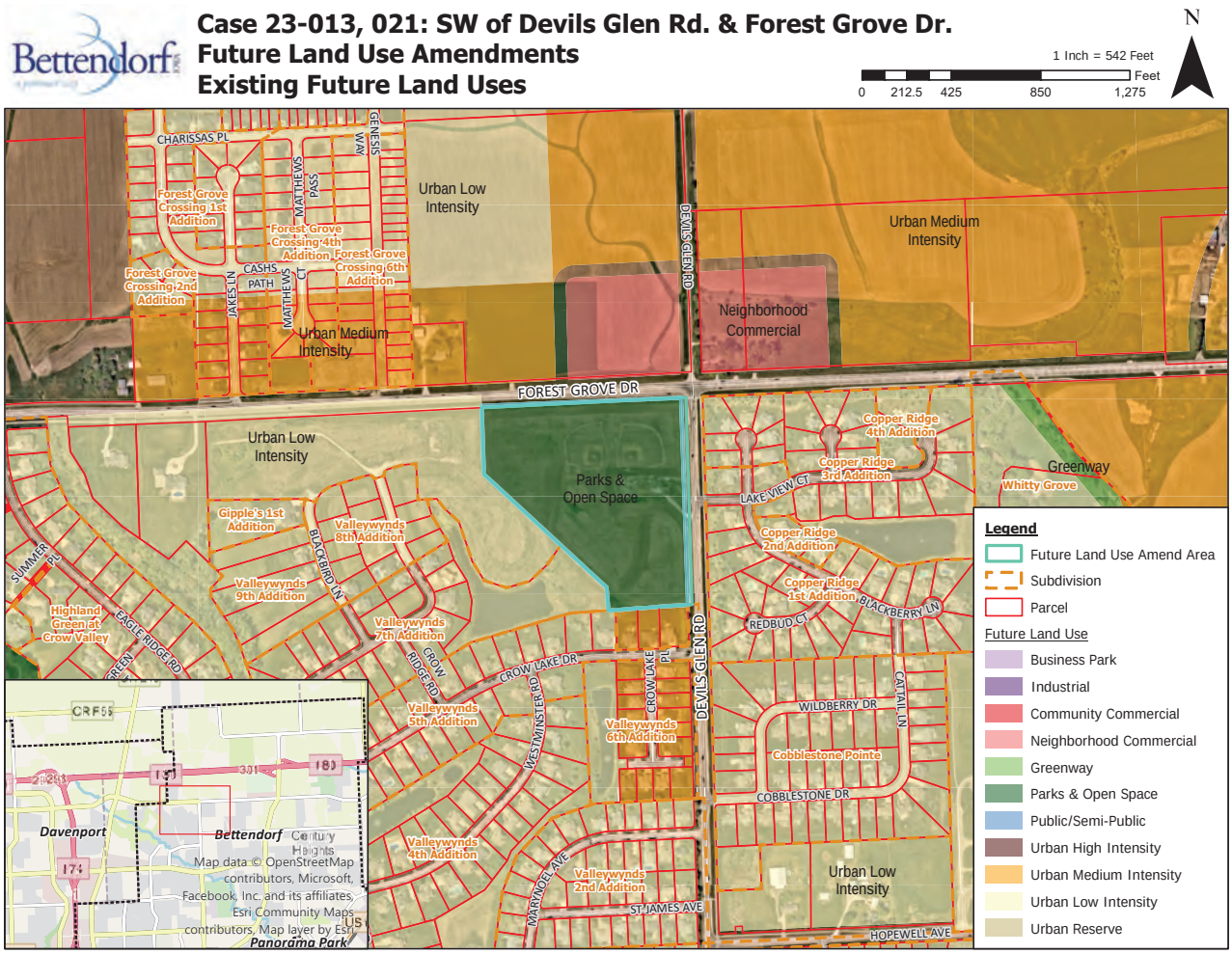
Future Land Use Map - 2002



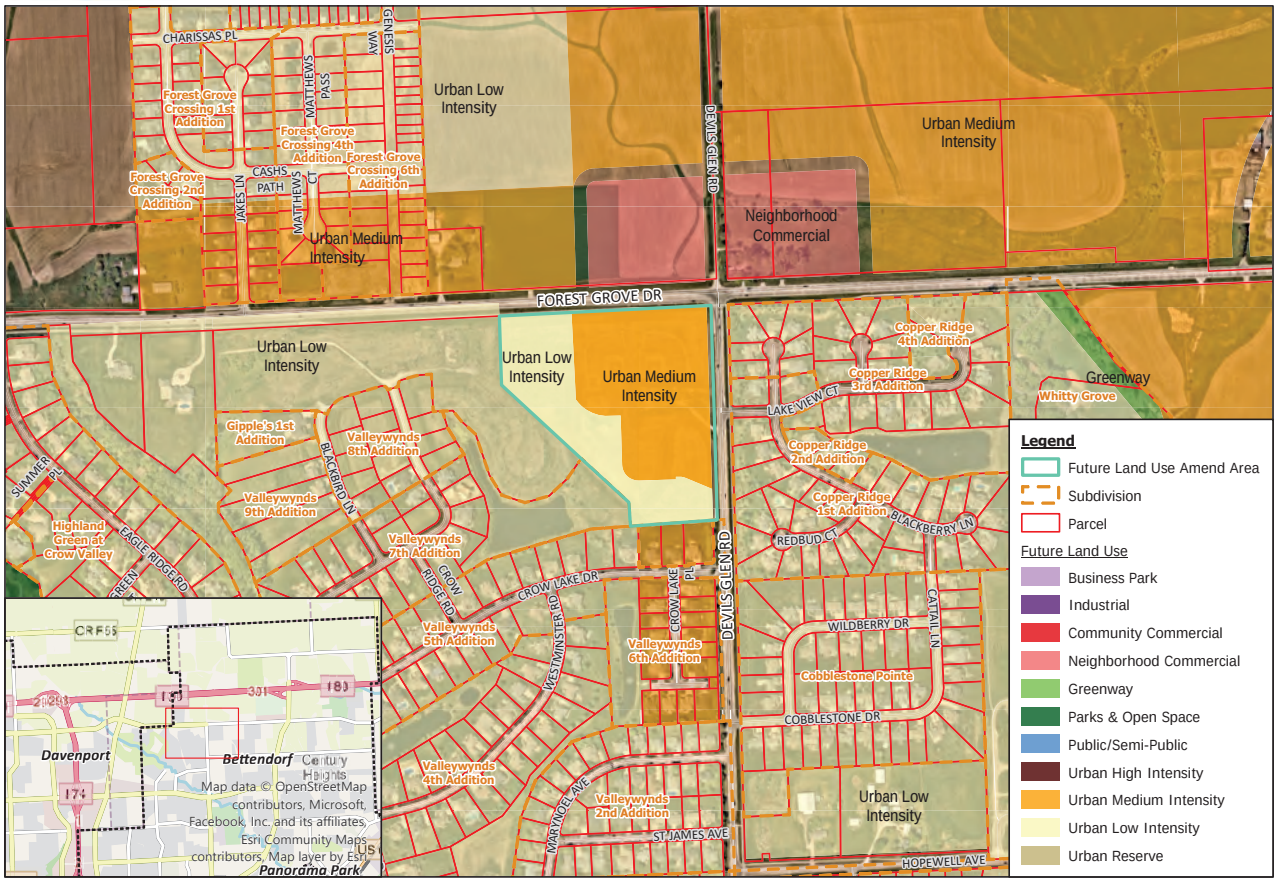
Future Land Use Map - 2010



Case 23-013, 021: SW of Devils Glen Rd. & Forest Grove Dr.
Future Land Use Amendments
Existing Future Land Uses



Case 23-013, 021: SW of Devils Glen Rd. & Forest Grove Dr.
Future Land Use Amendments
Proposed Future Land Uses



PROPOSED FUTURE LAND USE AMENDMENT

CASE 23-013 AND 23-021

E&A ENTERPRISES, LLC
FG-DEVILS GLEN

TO THE CITY OF BETTENDORF, IA

N / W / E / S

GRAPHIC SCALE

60 0 30 60

(IN FEET)

1" = 60' (24x36)

FOREST GROVE DRIVE

697'-11.4"

ENTRANCE

548'-5.7"

EN ROAD

CASE 23-013
APPROXIMATELY 9.65 ACRES
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BECOME FUTURE USE
-URBAN MEDIUM INTENSITY

CASE 23-021
APPROXIMATELY 6.88 ACRES
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BECOME FUTURE USE
-URBAN LOW INTENSITY

CARDINAL ROAD

(75') PERMANENT
75' UTILITY EASEMENT

R175'

R150'

RAOS CT

VILLAS CIRCLE

38 LOTS
Townhomes

LOTS 14-20

LOTS 21-26

LOTS 27-35

LOTS 8-13

LOTS 36-38

R55'-6"

R45'

R75'

R25'

R99'-6"

R110'

R90'

GREEN SPACE / PARK

OUTLOT B
DETENTION

(75') PERMANENT UTILITY EASEMENT

LOT 4
VALLEYWYNDS 7TH ADDITION
STORM RETENTION

LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 26

LOTS 1-7

TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT

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

DATE: 3/21/2023

DRAWN BY: BJB

CHECKED BY: CRT

DRAWING LOCATION
C:\Users\benjamin\AppData\Local\Temp\AcPublish_17396\

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT SITE PLAN
FG-DEVILS GLEN
FOREST GROVE DRIVE &
DEVILS GLEN ROAD

DEVELOPER
E&A ENTERPRISES, LLC
423 17TH ST., STE. 103
ROCK ISLAND, IL 61201-8742

SHEET NO.
E1

PROPOSED REZONING

Case 23-014

E&A ENTERPRISES, LLC
FG-DEVILS GLEN

TO THE CITY OF BETTENDORF, IA

GRAPHIC SCALE

60 0 30 60

(IN FEET)

1" = 60' (24x36)

CASE 23-014
APPROXIMATELY 6.80 ACRES
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED C-2 WITH RESTRICTIONS

Case 23-014 Prohibited Uses:

a. No convenience food sales with Gas Sales (limited or unlimited)
b. No general food sales with Gas pumps
c. No Auto services use which includes Gas sales as a portion of such business.
d. No other business use which is intended to sell gasoline on site.
e. Tobacco, vape shops, and/or CBD shops
f. Tattoo/piercing parlors
g. Storage units
h. Automotive sales
i. Automotive services and body repair
j. Pawn shops
k. Title loan or "quick cash" operations
l. Storage/staging yards or service vehicle parking of any type
m. Adult entertainment venues.
n. Permanent buildings in which fifty percent (50%) or more of the retailer's retail floor space is allocated to the sale or display of consumer fireworks, or in which fifty percent (50%) or more of annual retail sales are from the sale of consumer fireworks.

FOREST GROVE DRIVE
697'-11.4"
ENTRANCE
(75') PERMANENT
75' UTILITY EASEMENT
R175'
DEVILS GLEN ROAD
RAOS CT
38 LOTS
Townhomes
LOTS 14-20
LOTS 21-26
LOTS 27-35
LOTS 8-13
R55'-6"
R45'
VILLAS CIRCLE
R75'
R25'
GREEN SPACE / PARK
OUTLOT B
DETENTION
LOTS 36-38
(75') PERMANENT UTILITY EASEMENT
6'-10.5"
83'-8.9"
82'-6"
10'-6"
52'
20'
35'
CARDINAL ROAD
BLACKBIRD CIRCLE
R150'
R99'-6"
R110'
R45'
R55'-6"
90'
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOTS 1-7
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 4
VALLEYWYNDS 7TH ADDITION
STORM RETENTION

TOWNSEND ENGINEERING CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT	DATE: 3/21/2023	DRAWN BY: BJB / CHECKED BY: CRT
563 386.4236 office 386.4231 fax	2224 East 12th Street, Davenport, IA 52803	DRAWING LOCATION C:\Users\benjamin\AppData\Local\Temp\AcPublish_17396\

REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT SITE PLAN
FG-DEVILS GLEN
FOREST GROVE DRIVE &
DEVILS GLEN ROAD

DEVELOPER
E&A ENTERPRISES, LLC
423 17TH ST., STE. 103
ROCK ISLAND, IL 61201-8742

SHEET NO.
E2

PROPOSED REZONING

Case 23-017

E&A ENTERPRISES, LLC
FG-DEVILS GLEN

TO THE CITY OF BETTENDORF, IA

N W E S

GRAPHIC SCALE

60 0 30 60

(IN FEET)

1" = 60' (24x36)

CASE 23-017
APPROXIMATELY 0.35 ACRES
FROM MCB DEVELOPMENT
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED R-1

38 LOTS
Townhomes

OUTLOT B
DETENTION

GREEN SPACE / PARK

FOREST GROVE DRIVE

ENTRANCE

DEVILS GLEN ROAD

RAOS CT

VILLAS CIRCLE

CARDINAL ROAD

BLACKEIR

(75') PERMANENT
75' UTILITY EASEMENT

(75') PERMANENT UTILITY EASEMENT

697'-11.4"

548'-5.7"

LOT 4
VALLEYWYNDS 7TH ADDITION
STORM RETENTION

TOWNSEND ENGINEERING
CIVIL ◦ STRUCTURAL ◦ LAND DEVELOPMENT

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

DATE: 3/21/2023

DRAWN BY: BJB

CHECKED BY: CRT

DRAWING LOCATION
C:\Users\benjamin\AppData\Local\Temp\AcPublish_17396\

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT SITE PLAN
FG-DEVILS GLEN
FOREST GROVE DRIVE &
DEVILS GLEN ROAD

DEVELOPER
E&A ENTERPRISES, LLC
423 17TH ST., STE. 103
ROCK ISLAND, IL 61201-8742

SHEET NO.
E3

PROPOSED REZONING

Case 23-022

E&A ENTERPRISES, LLC
FG-DEVILS GLEN

TO THE CITY OF BETTENDORF, IA

N
W E
S

GRAPHIC SCALE

60 0 30 60

(IN FEET)

1" = 60' (24x36)

FOREST GROVE DRIVE

697'-11.4"

ENTRANCE

DEVILS GLEN ROAD

548'-5.7"

RAOS CT

VILLAS CIRCLE

BLACKBIRD CIRCLE

CARDINAL ROAD

GREEN SPACE / PARK

(75') PERMANENT 75' UTILITY EASEMENT

(75') PERMANENT UTILITY EASEMENT

38 LOTS Townhomes

OUTLOT B DETENTION

LOT 4 VALLEYWYNDS 7TH ADDITION STORM RETENTION

LOTS 1-7

LOTS 8-13

LOTS 14-20

LOTS 21-26

LOTS 27-35

LOTS 36-38

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

R150'

R110'

R99'-6"

R45'

R55'-6"

R175'

R75'

R25'

R45'

R55'-6"

90'

52'

20'

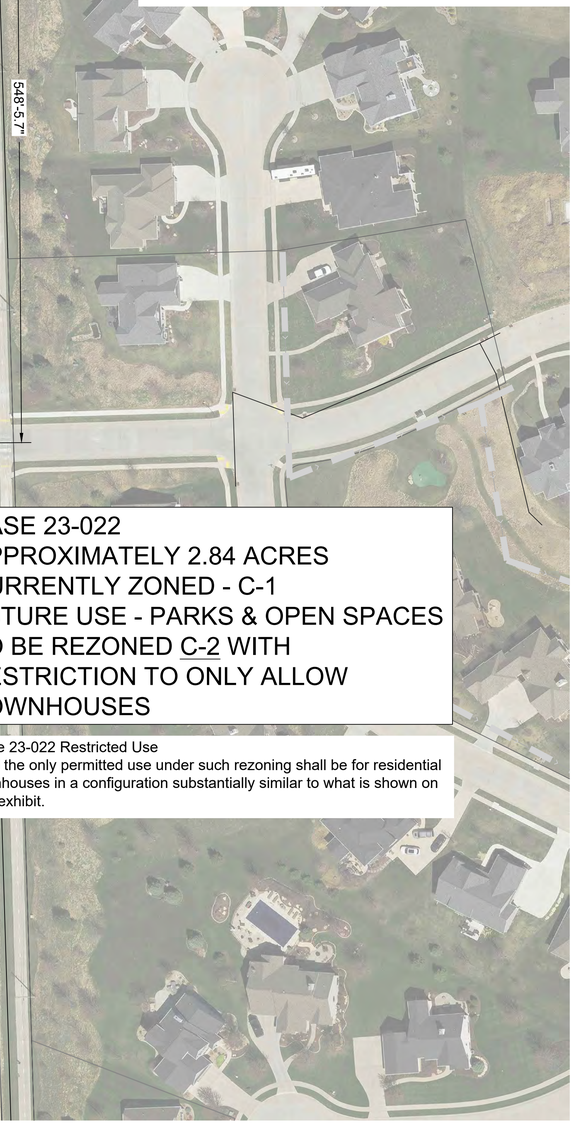
83'-8.9"

6'-10.5"

35'

CASE 23-022
APPROXIMATELY 2.84 ACRES
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED C-2 WITH RESTRICTION TO ONLY ALLOW TOWNHOUSES

Case 23-022 Restricted Use
That the only permitted use under such rezoning shall be for residential townhouses in a configuration substantially similar to what is shown on this exhibit.



TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT

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

DATE: 3/21/2023

DRAWN BY: BJB

CHECKED BY: CRT

DRAWING LOCATION
C:\Users\benjamin\AppData\Local\Temp\AcPublish_17396\

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT SITE PLAN
FG-DEVILS GLEN
FOREST GROVE DRIVE &
DEVILS GLEN ROAD

DEVELOPER
E&A ENTERPRISES, LLC
423 17TH ST., STE. 103
ROCK ISLAND, IL 61201-8742

SHEET NO.
E4

PROPOSED REZONING

Case 23-023

E&A ENTERPRISES, LLC
FG-DEVILS GLEN

TO THE CITY OF BETTENDORF, IA

N
W E
S

GRAPHIC SCALE

60 0 30 60

(IN FEET)

1" = 60' (24x36)

FOREST GROVE DRIVE

697'-11.4"

ENTRANCE

DEVILS GLEN ROAD

548'-5.7"

RAOS CT

53'

38 LOTS
Townhomes

LOTS 1-7

LOTS 8-13

LOTS 14-20

LOTS 21-26

LOTS 27-35

LOTS 36-38

OUTLOT B
DETENTION

VILLAS CIRCLE

GREEN SPACE / PARK

BLACKBIRD CIRCLE

CARDINAL ROAD

R150'

R175'

R99'-6"

R110'

R45'

R55'-6"

R75'

R25'

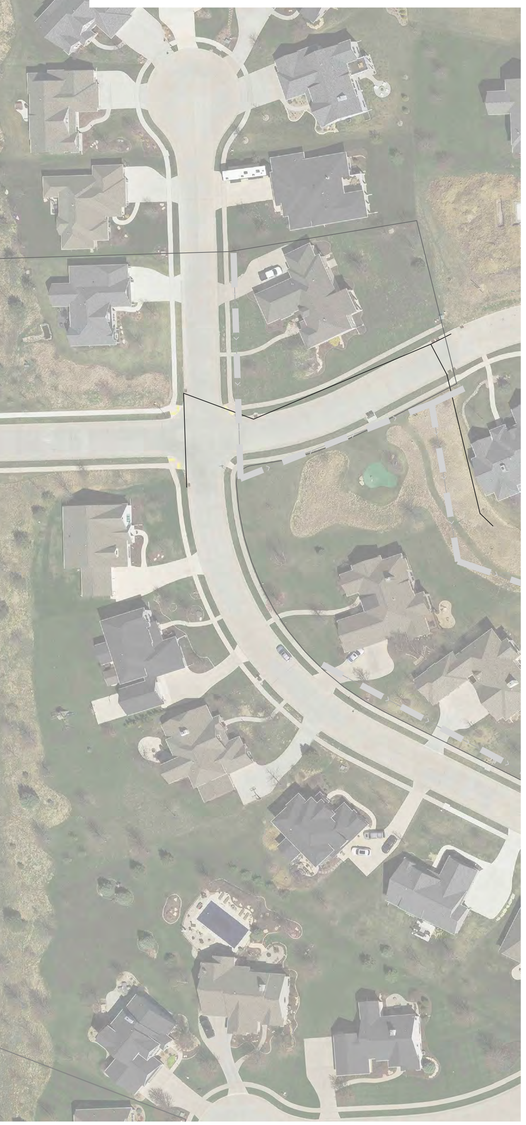
90'

75'

(75') PERMANENT
75' UTILITY EASEMENT

LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26

CASE 23-023
APPROXIMATELY 4.00 ACRES
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED R-3



TOWNSEND ENGINEERING
CIVIL ◦ STRUCTURAL ◦ LAND DEVELOPMENT

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

DATE: 3/21/2023

DRAWN BY: BJB

CHECKED BY: CRT

DRAWING LOCATION
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NO.	REVISIONS: DESCRIPTION	DATE

PROJECT SITE PLAN
FG-DEVILS GLEN
FOREST GROVE DRIVE &
DEVILS GLEN ROAD

DEVELOPER
E&A ENTERPRISES, LLC
423 17TH ST., STE. 103
ROCK ISLAND, IL 61201-8742

SHEET NO.
E5

PROPOSED REZONING

Case 23-024

E&A ENTERPRISES, LLC
FG-DEVILS GLEN

TO THE CITY OF BETTENDORF, IA

CASE 23-024
APPROXIMATELY 0.78 ACRES
FROM HIGHLAND GREEN
CURRENTLY ZONED R-1
TO BECOME ZONED C-1

FOREST GROVE DRIVE
697'-11.4"
ENTRANCE
DEVILS GLEN ROAD
548'-5.7"
RAOS CT
VILLAS CIRCLE
38 LOTS
Townhomes
OUTLOT B
DETENTION
GREEN SPACE / PARK
BLACKBIRD CIRCLE
CARDINAL ROAD
(75') PERMANENT
75' UTILITY EASEMENT
(75') PERMANENT UTILITY EASEMENT
LOT 4
VALLEYWYNDS 7TH ADDITION
STORM RETENTION
LOTS 1-7
LOTS 8-13
LOTS 14-20
LOTS 21-26
LOTS 27-35
LOTS 36-38
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
R150'
R175'
R99'-6"
R110'
R45'
R55'-6"
R75'
R25'
90'
75'
53'
52'
20'
10'-6"
82'-6"
83'-8.9"
6'-10.5"
35'

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



TOWNSEND ENGINEERING CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT	DATE: 3/21/2023 563 386.4236 office 386.4231 fax 2224 East 12th Street, Davenport, IA 52803	DRAWN BY: BJB CHECKED BY: CRT DRAWING LOCATION C:\Users\benjamin\AppData\Local\Temp\AcPublish_17396\	REVISIONS: NO. / DESCRIPTION / DATE
PROJECT: SITE PLAN FG-DEVILS GLEN FOREST GROVE DRIVE & DEVILS GLEN ROAD	DEVELOPER E&A ENTERPRISES, LLC 423 17TH ST., STE. 103 ROCK ISLAND, IL 61201-8742	SHEET NO. E6	

PROPOSED REZONING

Case 23-014, 017, 022, 023, & 024

E&A ENTERPRISES, LLC
FG-DEVILS GLEN

TO THE CITY OF BETTENDORF, IA

N
W E
S

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

CASE 23-024
APPROXIMATELY 0.78 ACRES
FROM HIGHLAND GREEN
CURRENTLY ZONED R-1
TO BECOME ZONED C-1

CASE 23-014
APPROXIMATELY 6.80 ACRES
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED C-2 WITH RESTRICTIONS

Case 23-014 Prohibited Uses:

a. No convenience food sales with Gas Sales (limited or unlimited)
b. No general food sales with Gas pumps
c. No Auto services use which includes Gas sales as a portion of such business.
d. No other business use which is intended to sell gasoline on site.
e. Tobacco, vape shops, and/or CBD shops
f. Tattoo/piercing parlors
g. Storage units
h. Automotive sales
i. Automotive services and body repair
j. Pawn shops
k. Title loan or "quick cash" operations
l. Storage/staging yards or service vehicle parking of any type
m. Adult entertainment venues.
n. Permanent buildings in which fifty percent (50%) or more of the retailer's retail floor space is allocated to the sale or display of consumer fireworks, or in which fifty percent (50%) or more of annual retail sales are from the sale of consumer fireworks.

CASE 23-017
APPROXIMATELY 0.35 ACRES
FROM MCB DEVELOPMENT
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED R-1

CASE 23-022
APPROXIMATELY 2.84 ACRES
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED C-2 WITH
RESTRICTION TO ONLY ALLOW
TOWNHOUSES

Case 23-022 Restricted Use
That the only permitted use under such rezoning shall be for residential townhouses in a configuration substantially similar to what is shown on this exhibit.

CASE 23-023
APPROXIMATELY 4.00 ACRES
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED R-3

FOREST GROVE DRIVE
ENTRANCE
DEVILS GLEN ROAD
RAOS CT
VILLAS CIRCLE
38 LOTS Townhomes
OUTLOT B DETENTION
GREEN SPACE / PARK
BLACKBIRD
CARDINAL ROAD
75' PERMANENT 75' UTILITY EASEMENT
697'-11.4"
R150'
R110'
R45'
R55'-6"
R175'
R75'
R25'
90'
52'
20'
83'-8.9"
6'-10.5"
LOTS 1-7
LOTS 8-13
LOTS 14-20
LOTS 21-26
LOTS 27-35
LOTS 36-38
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 25
LOT 26

TOWNSEND ENGINEERING CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT	DATE: 3/21/2023	DRAWN BY: BJB / CHECKED BY: CRT
2224 East 12th Street, Davenport, IA 52803	563 386.4236 office 386.4231 fax	DRAWING LOCATION C:\Users\benjamin\AppData\Local\Temp\AcPublish_17396\

REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT: SITE PLAN
FG-DEVILS GLEN
FOREST GROVE DRIVE &
DEVILS GLEN ROAD

DEVELOPER
E&A ENTERPRISES, LLC
423 17TH ST., STE. 103
ROCK ISLAND, IL 61201-8742

SHEET NO. E7



COFFEE SHOP

FOREST GROVE & DEVILS GLEN DEVELOPMENT FOR RAMAVARAM RAO

CONCEPTUAL VIEWS

BUSH CONSTRUCTION



CONVENIENT STORE

FOREST GROVE & DEVILS GLEN DEVELOPMENT FOR RAMAVARAM RAO

CONCEPTUAL VIEWS

BUSH CONSTRUCTION



DRIVE THRU RESTAURANT

FOREST GROVE & DEVILS GLEN DEVELOPMENT FOR RAMAVARAM RAO

CONCEPTUAL VIEWS

BUSH CONSTRUCTION



RETAIL

FOREST GROVE & DEVILS GLEN DEVELOPMENT FOR RAMAVARAM RAO

CONCEPTUAL VIEWS

BUSH CONSTRUCTION



DEVILS GLEN STREET VIEW

FOREST GROVE & DEVILS GLEN DEVELOPMENT FOR RAMAVARAM RAO

CONCEPTUAL VIEWS

BUSH CONSTRUCTION



AERIAL VIEW

FOREST GROVE & DEVILS GLEN DEVELOPMENT FOR RAMAVARAM RAO

CONCEPTUAL VIEWS

BUSH CONSTRUCTION



TOWN HOMES VIEW

April 26, 2023

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

RE: Planning and Zoning Commission's decision on the following future land use map amendments submitted by E & A Enterprises, LLC:

Parks and Open Space to UMI Urban Medium Intensity (23-013)
Parks and Open Space to ULI Urban Light Intensity (23-021)

Planning and Zoning Commission's decision on the following rezoning requests submitted by E & A Enterprises, LLC:

C-1, Neighborhood Commercial District to C-2, Community Commercial District (with commercial restrictions) (23-014),
C-1, Neighborhood Commercial District to R-1, Single-Family Residence District (23-017),
C-1, Neighborhood Commercial District to C-2, Community Commercial District (townhomes only) (23-022),
C-1, Neighborhood Commercial District to R-3, Mixed Residential District (23-023),
R-1, Single-Family Residence District to C-1, Neighborhood Commercial District (23-024)

Honorable Mayor and Members of the City Council:

On April 19, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named future land use map amendment and rezoning requests.

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

Sincerely,

Mark D. Hunt
Director, Community Development

9. Case 23-013 – Future Land Use Amendment; SW corner of Devils Glen Road and Forest Grove Drive, Open Space and Parks to UMI Urban Medium Intensity, submitted by E & A Enterprises, LLC. (Staff: Beswick)

10. Case 23-021 – Future Land Use Amendment; SW corner of Devils Glen Road and Forest Grove Drive, Open Space and Parks to ULI Urban Light Intensity, submitted by E & A Enterprises, LLC. (Staff: Beswick)

Beswick reviewed the staff report.

11. Case 23-014 – Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (commercial uses), submitted by E & A Enterprises, LLC. (Staff Beswick)

12. Case 23-017 - Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-1 Single-Family Residence District, submitted by E & A Enterprises, LLC. (Staff: Beswick)

13. Case 23-022 - Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (townhomes), submitted by E & A Enterprises, LLC. (Staff: Beswick)

14. Case 23-023 - Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-3 Mixed Residential District, submitted by E & A Enterprises, LLC. (Staff: Beswick)

15. Case 23-024 - Rezoning; SW corner of Devils Glen Road and Forest Grove Drive, R-1 Single-Family Residence District C-1 Neighborhood Commercial District, submitted by E & A Enterprises, LLC. (Staff: Beswick)

Beswick reviewed the staff report, adding that the developer has indicated that at the platting stage he is willing to place a restrictive covenant on the property that is currently zoned C-1 and which will remain so that prohibits gas sales.

Curran reviewed the procedures related to the multiple public hearings that will take place. He stated that any and all comments made by those in the audience will be applicable to all of the involved cases and will made a part of each record.

Gibson asked if the restriction on gas sales runs with the land or if it would not be enforceable if the plan were revised for some reason. Curran explained that the condition is part of the ordinance rezoning the property and would run with the land. Hunt added that if the rezoning of the property is not approved and the project does not move forward, any use that is allowed in the C-1 district could be contemplated including gas stations. He reiterated that the restrictions on gas sales and the other uses listed in the agreement are only enforceable if the rezoning is approved.

Wennlund opened the public hearing for Case 23-013 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Greg Jager, attorney representing the applicant, stated that Forest Grove Drive/Veteran's Parkway is one of three streets that connect one end of Bettendorf to the other end of Davenport, adding that the intersection with Devils Glen Road is one of the busiest in the city. He explained that because of the voluminous traffic, it is appropriate to have commercial uses that serve a wider geographical clientele on the corner. Jager stated that while no specific users have been identified for the commercial areas, concept plans have been drawn. He indicated that the developer has not offered to condition the rezoning request based on a concept plan because he will need some flexibility in how the site is marketed and developed. He explained that because the concept plan is not final, the developer has chosen to focus on the proposed uses for the site. He reiterated that the developer would provide a document restricting all of the C-1 area from use for a gas station. He reviewed the list of uses that the developer has agreed to prohibit in the corner area that is proposed to be rezoned to C-2, adding that the proposed C-2 area to the south will be restricted to townhome development only. Jager commented that because single-family homes will be built to the west by the same developer, it is to his benefit to develop the area with uses that will fit into the area nicely.

Samir Kulkarni, design director for Bush Construction, stated that his goal is to promote quality design for the development while keeping in mind the high level of interest from all sides. He added that the proposed renderings show a cohesive and contemporary design that is contextually appropriate and ties well into the nearby neighborhoods. He showed slides of the conceptual layout of the proposed development, renderings showing the proposed style of the commercial buildings and residential townhomes, and the streetscape along both sides of Devils Glen Road.

Michael Meloy, attorney representing Dr. Allen Diercks (6549 Blackberry Lane) and other residents who live on Blackberry Lane, stated that he believes that this is the wrong location for the proposed development which is primarily commercial. He commented that there is no existing commercial use in the immediate area or any commercial development south of Forest Grove Drive between the east side of Middle Road and the west side of Utica Ridge Road. He stated that there is almost unanimous opposition to the proposed commercial designation from the property owners in attendance as it is too intense. Meloy suggested that no action with regard to the rezoning requests should be taken until such time as the future land use map is updated. He stated that he believes Parks and Open Space is a logical land use designation because of the baseball fields that used to be located on the site. He expressed concern about a reduction in property values of the residential homes in the neighborhood, congestion, traffic problems, and the negative impact the development will have, adding that the rezoning requests are not in the best interest of the city as a whole.

Kristi Fuller, 6559 Eagle Ridge Road, expressed concern that the development will wreck the recreational path and will increase the vehicular traffic in the area.

Ken Golden, 3895 Lakeview Court, expressed concern about increased traffic, safety of pedestrians and cyclists, children walking to and from school, and the overall density of the project. He commented that many of the residents purchased their homes based partially on the area's

zoning of C-1 and designation on the future land use map as Parks and Open Space which is now considered to be an error.

Janet Morales, 3360 Crow Lake Drive, expressed opposition to the request as it would negatively impact the ability of residents to safely cross the street when they must navigate around the traffic entering and existing the proposed businesses. She added that she is concerned that the increased volume of traffic caused by the Forest Grove Drive reconstruction will encourage motorists using the neighborhood as a pass through to become the norm.

Terry Donart, 6560 Blackbird Lane, concurred with the concerns expressed regarding increased traffic and the associated safety concerns.

Jared Stein, 3400 Crow Lake Drive, expressed opposition to the developer's requests because he does not believe that it is appropriate to locate such a large development in a small space in the middle of an existing and future residential area. He expressed concerns about the lighting, hours of operation, the water runoff that will come from the development, and the maintenance of the proposed detention basin. He requested that the Commission consider all of the standards listed in the zoning ordinance prior to making their recommendation. He expressed concern about the number of intersections that will be added as a result of the proposed development and the future residential subdivision to the west.

Allen Diercks, 6549 Blackberry Lane, suggested that the development be located on the north side of Forest Grove Drive or further west on Forest Grove Drive at the intersection with Utica Ridge Road.

Kimberly Kim, 6552 Blackbird Lane, stated that she believes that a C-2 district is inappropriate for the residential area as it is too close to the elementary school. She added that Pleasant Valley Community School District does not provide busing for the children in the area and that the increased traffic will create serious safety concerns. She expressed frustration that the street alignment has not yet been confirmed as new streets will change the flow of traffic.

Denis Bland, 6311 Cattail Lane, stated that traffic in the area is already heavy and questioned why a commercial development has to be located there when there are other locations with available commercial space. He expressed concern about the lighting and additional traffic that will be generated by the development that is incongruous with the residential neighborhood.

Sarah Maifield, 6515 Blackbird Lane, expressed concern about increased traffic and the safety issues associated with. She stated that she believes that there will be a large amount of garbage generated by the development.

Wennlund closed the public hearing for Case 23-013.

> On motion by Kappeler, second by Ormsby, that Commission action for Case 23-013 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-021 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-021.

> On motion by Satterfield, second by Gannaway, that Commission action for Case 23-021 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-014 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-014.

> On motion by Gannaway, second by Kappeler, that Commission action for Case 23-014 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-017 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-017.

> On motion by Gannaway, second by Satterfield, that Commission action for Case 23-017 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-022 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-022.

> On motion by Gannaway, second by Satterfield, that Commission action for Case 23-022 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-023 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-023.

> On motion by Gannaway, second by Satterfield, that Commission action for Case 23-023 be tabled.

ALL AYES

Motion carried.

Wennlund opened the public hearing for Case 23-024 and asked if there is an affidavit of publication. Fuhrman confirmed this.

Wennlund closed the public hearing for Case 23-024.

> On motion by Gannaway, second by Satterfield, that Commission action for Cases 23-013, 23-014, 23-017, 23-021, 23-022, and 23-023 be removed from the table.

ALL AYES

Motion carried.

Gannaway asked for staff comment regarding the concerns regarding traffic safety that were expressed by the residents. Morlok explained that traffic volume is approximately 3 times what is typical because of the detour caused by Forest Grove Drive reconstruction. He added that while funding has been allocated for a traffic signal at the intersection of Forest Grove Drive and Devils Glen Road, there is a lead time of 40 to 50 weeks for the equipment which would be installed next year. Morlok stated that widening of Devils Glen Road is programmed in the Community Improvement Program for 2026, adding that depending on available funding and council priorities it could potentially be moved up. He stated that at least one and possibly two crossings will be added at the recreational trail depending on the street configuration of future residential subdivisions to the west. He explained that the city does not distinguish between residential and commercial crossings, adding that some of the busier crossings have been upgraded with a rapid flash beacon in addition to the stop signs.

Kappeler asked if a bar would be allowed in the building shown on the northwest corner of the concept plan that would be adjacent to residential homes. Beswick explained that a special use permit approved by the Board of Adjustment would be required for a bar. Wennlund commented that because the developer of the commercial area is the owner of the future residential future homeowners would be aware of their proximity to commercial uses. Beswick added that there are required landscape buffers between more intense districts and lesser ones.

Wennlund stated that the fact that the future land use designation for the corner was commercial for decades lends itself to staff's assertion that the change to Open Space and Parks was an error in 2017. He added that if the property had been intended for use as a park or recreational area, it would not still be zoned C-1 or C-5. Hunt commented that Beswick's research found no reason for that change, adding that it is likely that the consultant saw what looked like a park use without realizing it was a temporary use as noted on the site plan. Kappeler commented that future land use is seen as a suggestion but that the zoning is legislation. Stoltenberg added that because the area is currently zoned C-1, it is irrelevant what the land use designation is.

Gannaway asked what information would have been available regarding future use of the property if a future homeowner was considering building a house in the area. Hunt stated that the zoning would have been indicated as C-1, and that after 2017 the future land use designation would have been shown as Parks and Open Space. Beswick added that when the Copper Ridge subdivisions were rezoned and developed the future land use map showed the area as commercial and office/transitional. Kappeler commented that commercial use was anticipated when Copper Ridge was developed which is evidenced by a significant berm in both width and height to screen that residential area from the proposed commercial area across the street. She stated that while single-family homes are not typically built along arterial streets, especially at intersections, Copper Ridge was developed that way. Wennlund added that Copper Ridge is zoned R-3 which makes a little more sense given its proximity to the C-1 and C-5 across the street. Stoltenberg commented that the Comprehensive Plan was updated subsequent to the development of Copper Ridge, adding that the revisions included development of small community areas where a few small retail businesses would be located within walking distance of the surrounding residents.

Beswick reviewed the uses that are allowed in the C-1 district, adding that the developer has requested a rezoning to C-2 merely to facilitate development of larger restaurants than are allowed in C-1. Stoltenberg reiterated that the developer is willing to restrict the use of the C-2 area to prohibit the majority of uses that most people would find objectionable near a residential area. He added that in addition, some of the currently zoned C-1 area is being rezoned to R-3. He stated that the proposed restrictions currently do not exist.

> On motion by Kappeler, second by Stoltenberg, that the future land use amendment for property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, Open Space and Parks to UMI Urban Medium Intensity, be recommended for approval subject to staff recommendations. (Case 23-013)

ALL AYES

Motion carried.

> On motion by Kappeler, second by Stoltenberg, that the future land use amendment for property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive. Open Space and Parks to ULI Urban Light Intensity, be recommended for approval subject to staff recommendations. (Case 23-021)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Kappeler, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (commercial uses), be recommended for approval subject to staff recommendations. (Case 23-014)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Gannaway, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-1 Single-Family District, be recommended for approval subject to staff recommendations. (Case 23-017)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Kappeler, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (townhomes), be recommended for approval subject to staff recommendations. (Case 23-022)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Kappeler, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to R-3 Mixed Residential District, be recommended for approval subject to staff recommendations. (Case 23-023)

ALL AYES

Motion carried.

On motion by Stoltenberg, second by Kappeler, that the rezoning of property generally located at the southwest corner of Devils Glen Road and Forest Grove Drive, R-1 Single-Family Residence District to C-1 Neighborhood Commercial District, be recommended for approval subject to staff recommendations. (Case 23-024)

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: May 2, 2023

REQUESTED BY: Jeff Reiter

Item Title

Resolution Setting a Date for a Public Hearing to Enter into a Lease Agreement for City-Owned Property at 845 State Street, with Platinum Salon & Spa, LLC.

Explanation

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

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

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

City staff issued an RFP, which included all City expectations that would run with a lease of the property. Only one proposal was received by City staff by the filing deadline. That proposal sets forth a great opportunity for a public-private partnership, while also allowing the City to retain the property.

At this time, staff requests a Resolution setting a date for a public hearing to enter into a lease agreement with Platinum Salon & Spa, LLC.

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

N/A

List Attachments

- Resolution
- Lease Agreement

RESOLUTION _____ - 23

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO ENTER INTO A LEASE AGREEMENT FOR CITY-OWNED PROPERTY AT 845 STATE STREET WITH PLATINUM SALON & SPA, LLC

WHEREAS, staff issued a request for proposal on December 17, 2022 relating to the city-owned property at 845 State Street, and as a result one proposal from Platinum Salon & Spa, LLC was received by staff by the filing deadline of January 17, 2023. After review, staff determined that Platinum Salon & Spa, LLC's proposal is in the best interest of the City and in furtherance of the Urban Renewal Area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that a public hearing be set for the 16th day of May 2023, at 7:00 p.m. in the Council Chambers at City Hall, 1609 State Street, Bettendorf, to receive public comment regarding the approval of a Lease Agreement between the City of Bettendorf and Platinum Salon & Spa, LLC for the redevelopment of 845 State Street.

PASSED, APPROVED, AND ADOPTED this 2nd day of May 2023.

_____
Mayor Robert S. Gallagher

ATTEST:

_____
Decker P. Ploehn, City Clerk

LEASE AND DEVELOPMENT AGREEMENT

This Lease and Development Agreement (the "Agreement"), is made and entered into on this ___ day of _____, 2023, by and between Platinum Salon & Spa, LLC, an Iowa limited liability company ("Developer") and the City of Bettendorf, Iowa ("City").

WHEREAS, in furtherance of the objectives of the Iowa Code Chapter 403, the City has undertaken a program for the development of an economic development area in the City and, in this connection, adopted the Urban Renewal Plan for the Downtown Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Scott County, Iowa; and

WHEREAS, Developer owns certain real property located in the Urban Renewal Area and adjacent to the Leased Property generally described as 905 State Street, Bettendorf, Iowa; and

WHEREAS, the City owns certain real property located in the Urban Renewal Area as more particularly described in Exhibit A and generally described as 845 State Street, Bettendorf, Iowa (the "Leased Property"); and

WHEREAS, the City desires to lease the Leased Property to the Developer, subject to the commitments of Developer set forth in this Agreement; and

WHEREAS, Developer shall make certain Improvements on the Leased Property, and utilize the Leased Property in the manner set forth in this Agreement, and take such other steps described herein which are in furtherance of the purpose of the Urban Renewal Area; and

WHEREAS, as owner of the Leased Property, the City anticipates being the co-applicant on the site development plan for the Improvements; and

WHEREAS, the estimated cost of the Improvements to be undertaken by the Developer is at least $110,000.00; and

WHEREAS, the City believes that the development of the Leased Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted; and

WHEREAS, the City issued a request for proposals relating to the Leased Property, and the Developer's proposal is in the best interest of the City and in furtherance of the Urban Renewal Area.

The parties agree as follows:

1. **Leased Property and Term.** Subject to the covenants and conditions of this Agreement, the City agrees to lease to Developer the Leased Property for a period of ten (10) years, commencing on _____, 2023. The lease shall automatically renew for additional one (1) year terms, unless the non-renewing party delivers to the

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other party notice of non-renewal in writing, which notice must be given no later than six (6) months prior to the expiration date of this lease.

2. **Rent.** Developer shall pay an annual rental payment for the Leased Property in the amount of $1.00 for each annual lease term.

3. **Possession.** Developer shall be entitled to possession on the first day of the lease term and shall yield possession to the City at the termination of this lease if no renewal lease arrangements are made. City covenants, represents and warrants that City has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Developer, on payment of Rent and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Lease Property and all rights, easements, appurtenances and privileges belonging or in any way pertaining thereto during the Lease term without interference or hindrance of any person whomsoever.

4. **Use.** Developer shall use the Leased Property as a parking lot for the businesses located at 905 State Street, and for such public purposes as set forth in Sections 5 and 6, below. Developer agrees that no vertical infrastructure shall be built on the Leased Premises.

5. **Improvements by Developer.** Developer agrees to make the following improvements to the Leased Property, as further shown on the attached Exhibit B:

   (a) Remove three existing curb cuts, thereby creating one ingress/egress for the 905 State Street business through the Leased Property;
   (b) In conjunction with the City, reconstruction of the sidewalk adjacent to the Leased Property;
   (c) Fully construct the parking lot as shown on Exhibit B.
   (d) Provide the streetscaping and landscape features as shown on Exhibit B.
   (e) Developer agrees to make such Improvements in adherence to the City's Downtown Master Plan.

6. **Covenants.** Developer agrees to allow the City to store certain concrete "Lego block" objects on the Leased Property during the term of the Agreement. The objects are used by the City during flood conditions. The parties shall work together to determine an appropriate location on the Leased Property for such objects.

7. **Care and Maintenance.** Developer takes the Leased Property in "as is" condition. Developer agrees to maintain the Leased Property, except as herein provided.

8. **Utilities and Property Taxes.** Developer shall pay any utilities or real estate taxes that may be associated with the Leased Property.

9. **Surrender.** Upon the termination of this Agreement, Developer will surrender the Leased Property to the City in good and clean condition, except for ordinary wear and tear or damage.

10. **Assignment and Subletting.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of the City, which consent will not be unreasonably withheld.

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11. **Insurance.** Developer shall maintain, at all times during the term of this Agreement, comprehensive general liability insurance with single limit coverage of not less than $1,000,000 for injury to or $1,000,000 death of persons and $300,000 for property damage. During the Term, Developer shall furnish the City with a certificate or certificates of insurance, in a form acceptable to the City, covering such insurance so maintained by Developer and naming the City as additional insured.

12. **Reciprocal Indemnity.**

A. **By Developer.** Unless due to City's unlawful conduct or misconduct or negligence, Developer will protect, defend, and indemnify the City from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Leased Property, or due directly or indirectly to the tenancy, use or occupancy thereof:

B. **By City.** Unless due to Developer's unlawful conduct or misconduct or negligence, City will protect, defend, and indemnify the Developer from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Leased Property, or due directly or indirectly to the ownership, use or conditions resultant from City's ownership or direction thereof.

13. **Default and Remedies.** If (a) Developer fails to comply with any term, provision, condition or covenant of this Agreement and remains so for a period of thirty (30) consecutive days (for non-monetary default) after written notice to Developer of such default (or, if such default cannot reasonably be cured within said thirty (30) day period, such longer period of time as is reasonably necessary to cure such default, provided Developer commences to cure such default within said thirty (30) day period and diligently continues to prosecute same to completion); (b) Developer deserts or vacates the Leased Property; (c) any petition is filed by or against Developer under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Developer becomes insolvent or makes a transfer in fraud of creditors; (e) Developer makes an assignment for benefit of creditors; or (f) a receiver is appointed for Developer or any of the assets of Developer, then in any of such events, Developer shall be in default and the City shall have the option to do any one or more of the following: upon ten (10) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Leased Property either with or without process of law, and to expel, remove and put out Developer or any other persons thereon, together with all personal property; and, the City may terminate this Agreement.

14. **Effect of Non-Renewal.** In the event of non-renewal of this Agreement, at Developer's request, the City shall promptly provide Developer with an access easement or separate curb cut in order to allow ingress/egress into 905 State Street. For purposes of this Agreement, prompt shall be defined as prior to the termination date of the lease.

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15. **Survival.** The following provisions of this Agreement shall survive the termination of this Lease and shall bind the parties and their legal representatives, successors and assigns: Paragraph 11, to the extent that it is a claims-made policy; Paragraphs 12, 13, and 14 and all other obligations and duties that by their nature extend beyond the expiration or termination of this Agreement.

16. **Provisions Binding.** Each and every covenant and agreement herein shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto.

17. **Additional Provisions:**

(a) This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof and supercedes all prior communications or agreements, written or oral. This Agreement may not be amended or modified except by the mutual written consent of the parties.
(b) This Agreement may be executed in several counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument.
(c) This Agreement shall be construed under the laws of the state of Iowa.
(d) Notices: Any and all notices hereunder shall be in writing and shall be directed to the persons set forth below:

If to the City:	City of Bettendorf Attn: City Administrator 1609 State Street Bettendorf, IA 52722
If to Developer:	Platinum Salon & Spa, LLC 905 State Street Bettendorf, IA 52722
With copy to:	Pastrnak Law Firm, P.C. Attn: Tom Pastrnak 313 W. 3rd Street Davenport, IA 52801

Notices may be personally delivered or delivered by facsimile or other commonly used electronic means of communication. Notice may also be given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3rd) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested.

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

CITY OF BETTENDORF, IOWA

By: _____
Robert S. Gallagher, Mayor

ATTEST:

By: _____
Decker P. Ploehn, City Administrator

PLATINUM SALON & SPA, LLC

By: _____
Nancy Bowe

By: _____
Tim Bowe

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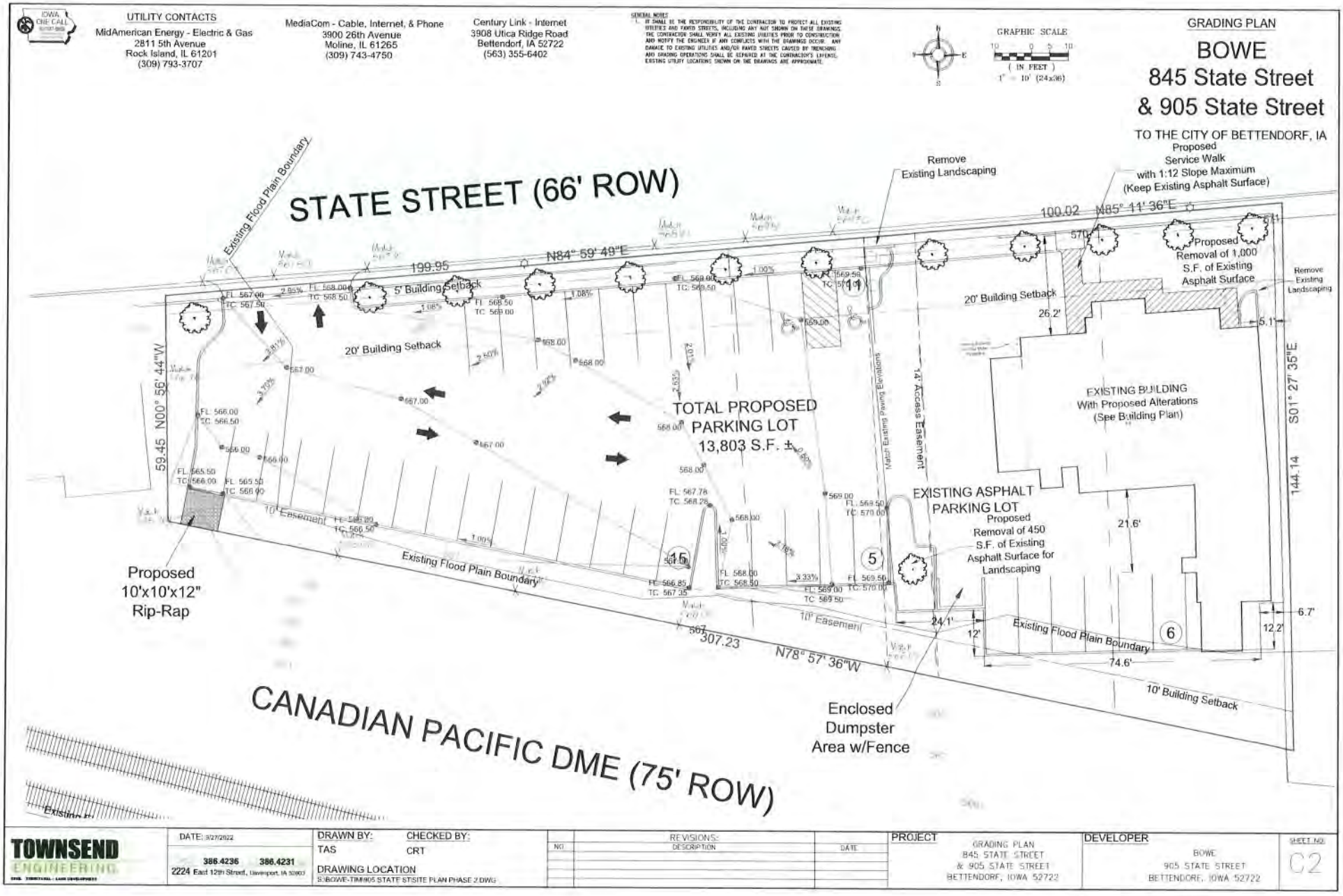
Exhibit A

Legal Description for Leased Property

DRAFT

Exhibit B
Development Plan

DRAFT



TOWNSEND ENGINEERING

DATE: 3/27/2022

386.4236 386.4231
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: TAS
CHECKED BY: CRT

DRAWING LOCATION
S:\BOWE-TIM\905 STATE ST\SITE PLAN PHASE 2.DWG

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
GRADING PLAN
845 STATE STREET
& 905 STATE STREET
BETTENDORF, IOWA 52722

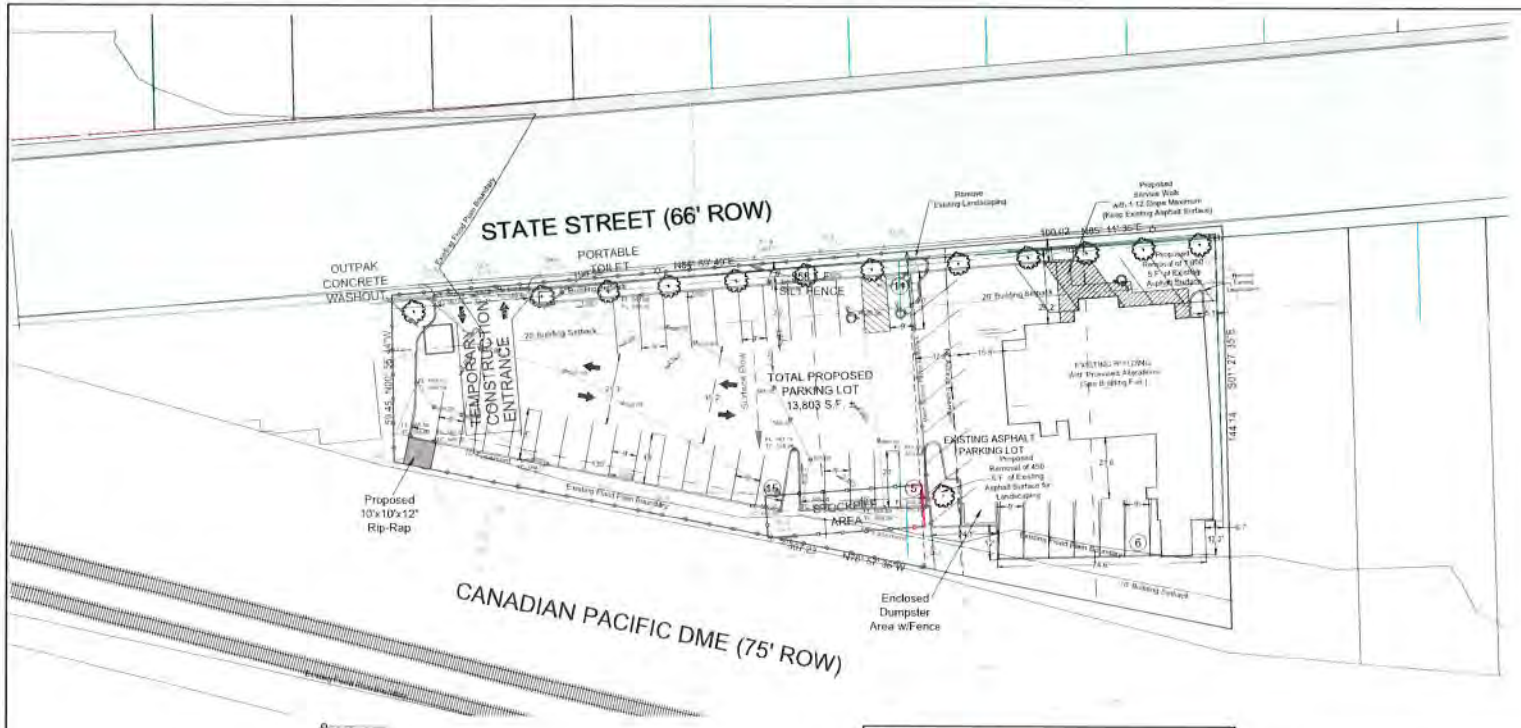
DEVELOPER
BOWE
905 STATE STREET
BETTENDORF, IOWA 52722

SHEET NO.
C2

EROSION CONTROL PLAN

BOWE
845 State Street
& 905 State Street

TO THE CITY OF BETTENDORF, IA



IOWA ONE CALL

GRAPHIC SCALE

(IN FEET)

1" = 20' (24x36)

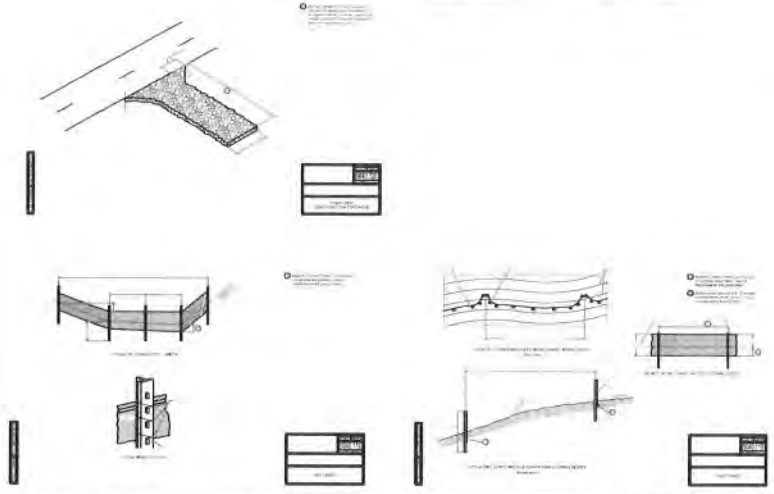
EROSION CONTROL NOTES:

1. THIS PROJECT WILL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR THE CITY OF BETTENDORF AND THE IOWA DEPARTMENT NATURAL RESOURCES, LATEST EDITIONS.
2. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
3. THE EROSION AND SEDIMENTATION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIRED. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER OR GOVERNING AGENCY. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS.
4. PRESERVE EXISTING VEGETATION WHEN POSSIBLE BY DISTURBING THE SMALLEST POSSIBLE AREA DURING CONSTRUCTION.
5. ALL STORM SEWER FACILITIES THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY FABRIC OR CRADLE INLETS OR OTHERWISE MAINTAINED TO REMOVE SEDIMENT.
6. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNERS WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.
7. STOCK PILES SHALL BE LOCATED AWAY FROM ANY ROADS, OPEN DITCHES, STORM SEWER OR WATERWAYS. STOCK PILES SHALL BE PROTECTED WITH TEMPORARY SEEDING WITHIN 7 DAYS IF NOT SCHEDULED TO BE USED WITHIN 14 DAYS. SILT FENCES SHALL BE INSTALLED AS NEEDED IMMEDIATELY AFTER SOIL IS STOCK PILED.
8. TOTAL AREA DISTURBED DURING GRADING OPERATIONS OF PHASE I + II ±7.07 ACRES. AN NPDES PERMIT NO. 2 WILL NOT BE REQUIRED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
9. TEMPORARY SEEDING OF ALL DISTURBED AREAS SHALL BE DONE WITHIN 0 DAYS AFTER THE COMPLETION OF SITE GRADING OPERATIONS. IF CONSTRUCTION ACTIVITIES ARE NOT PLANNED OR SUSPENDED FOR AT LEAST 14 DAYS, THE AREA SHALL BE STABILIZED BY TEMPORARY SEEDING AND MULCHING WITHIN 14 DAYS. FAST GERMINATING GRASSES SHALL BE USED FOR TEMPORARY SEEDING (SEE TABLE "A")

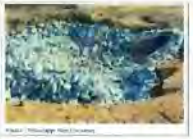
TABLE "A" - TEMPORARY SEEDING SPECIES, RATES, AND DATES

SPECIES	POUNDS PER ACRE	POUNDS PER 1000 S.F.	SEEDING DATES
OATS	90	90	EARLY SPRING - JULY 1
CEREAL RYE	90	90	EARLY SPRING - SEPT. 30
WHEAT	90	90	EARLY SPRING - SEPT. 30
PERENNIAL RYE GRASS	25	25	EARLY SPRING - SEPT. 30

10. PERMANENT SEEDING MIXTURE:
    - ALTA FESCUE - 50 LBS/ACRE
    - PERENNIAL RYE GRASS - 30 LBS/ACRE
    - CREEPING RED FESCUE - 20 LBS/ACRE
    - OATS - SPRING - 48 LBS/ACRE
11. WHEN SEEDINGS ARE MADE ON CRITICAL OR ADVERSE SOIL CONDITIONS, MULCH MATERIAL WILL BE APPLIED IMMEDIATELY AFTER SEEDING. SEEDINGS MADE DURING OPTIMUM SEEDING DATES AND WITH FAVORABLE SOILS ON VERY FLAT AREAS MAY NOT NEED TO BE MULCHED.
12. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF WHEN THEY HAVE SERVED THEIR USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
13. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CLEANED OR REPLACED WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.
14. SEDIMENT CLEANUP SHALL BE PERFORMED AT THE END OF EACH CONSTRUCTION DAY TO REMOVE SEDIMENTS FROM EXISTING PAVEMENT. STABILIZATION STONE CONSTRUCTION ENTRANCES MAY BE REQUIRED TO PREVENT OFFSITE TRACKING OF SEDIMENTS AND DUST DURING CONSTRUCTION. THICKNESS SHALL BE 6 INCHES OR GREATER. WIDTH SHALL BE A MINIMUM OF 14 FEET, AND LENGTH SHALL BE A MINIMUM OF 50 FEET. DUST CONTROL MEASURES SUCH AS IRRIGATION MAY ALSO BE REQUIRED.
15. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED WEEKLY TO LOCATE DAMAGE AND CONDUCT MAINTENANCE OPERATIONS.
16. THE CONTRACTOR AND EACH SUBCONTRACTOR RESPONSIBLE FOR WATER POLLUTION CONTROL SHALL DESIGNATE, PRIOR TO BEGINNING CONSTRUCTION, A PERSON OR PERSONS WHO CAN BE CONTACTED IN AN EMERGENCY INVOLVING THEIR WATER POLLUTION CONTROL ITEMS. THESE DESIGNATED PEOPLE SHALL BE AVAILABLE TO REPAIR AND MAINTAIN WATER POLLUTION CONTROL DEVICES ON A 24-HOUR PER DAY BASIS.
17. THE LOCATION OF CONSTRUCTION PARKING, EQUIPMENT & MATERIAL STORAGE, HAZARDOUS MATERIAL/CHEMICAL STORAGE, SANITARY FACILITIES,JOB TRAILER, AND SNOW STOCKPILES SHALL BE INDICATED ON THE EROSION CONTROL PLAN AND SWPPP DOCUMENTS, BY THE ONSITE MANAGER WHEN THE LOCATION BECOMES KNOWN.
18. BACK OF CURB PROTECTION MUST BE ADDED AS NEED THROUGHOUT THE SUBDIVISION DEVELOPMENT AND HOME BUILDING ACTIVITIES.



Rip Rap



BENEFITS

	S	M	H
Flow Control			■
Erosion Control			■
Sediment Control			■
Runoff Reduction			
Flow Diversion			

Description: Rip rap is a common method of protecting a channel downstream of a storm sewer or culvert outlet from erosion. A layer of crushed stone placed on the bottom and sides of the channel protects the channel and dissipates the energy of the high velocity flow.

Typical Use: Used at the outlet of storm sewer pipes, roadway and driveway culverts, and at any point concentrated runoff enters a channel.

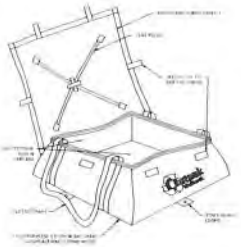
Advantages:
- Widely used method of erosion protection.
- Materials are readily available in most areas.
- Effective at reducing water when properly designed and installed.

Limitations:
- Commonly undersized.
- Not aesthetically pleasing.
- May not be adequate for flows from large pipes or culverts.
- May be higher cost due to limited availability of stone.

Longevity: Temporary to permanent.

SUDAS Specifications: Refer to Section 9040 2.09 and 3.11

CONCRETE WASHOUT NOTES:



DRAWN BY: TAS	CHECKED BY: CRT	
DRAWING LOCATION S:\BOWE-TIM\905 STATE ST\SITE PLAN PHASE 2.DWG		

NO.	REVISIONS: DESCRIPTION	DATE

TOWNSEND ENGINEERING
CIVIL STRUCTURAL LAND DEVELOPMENT

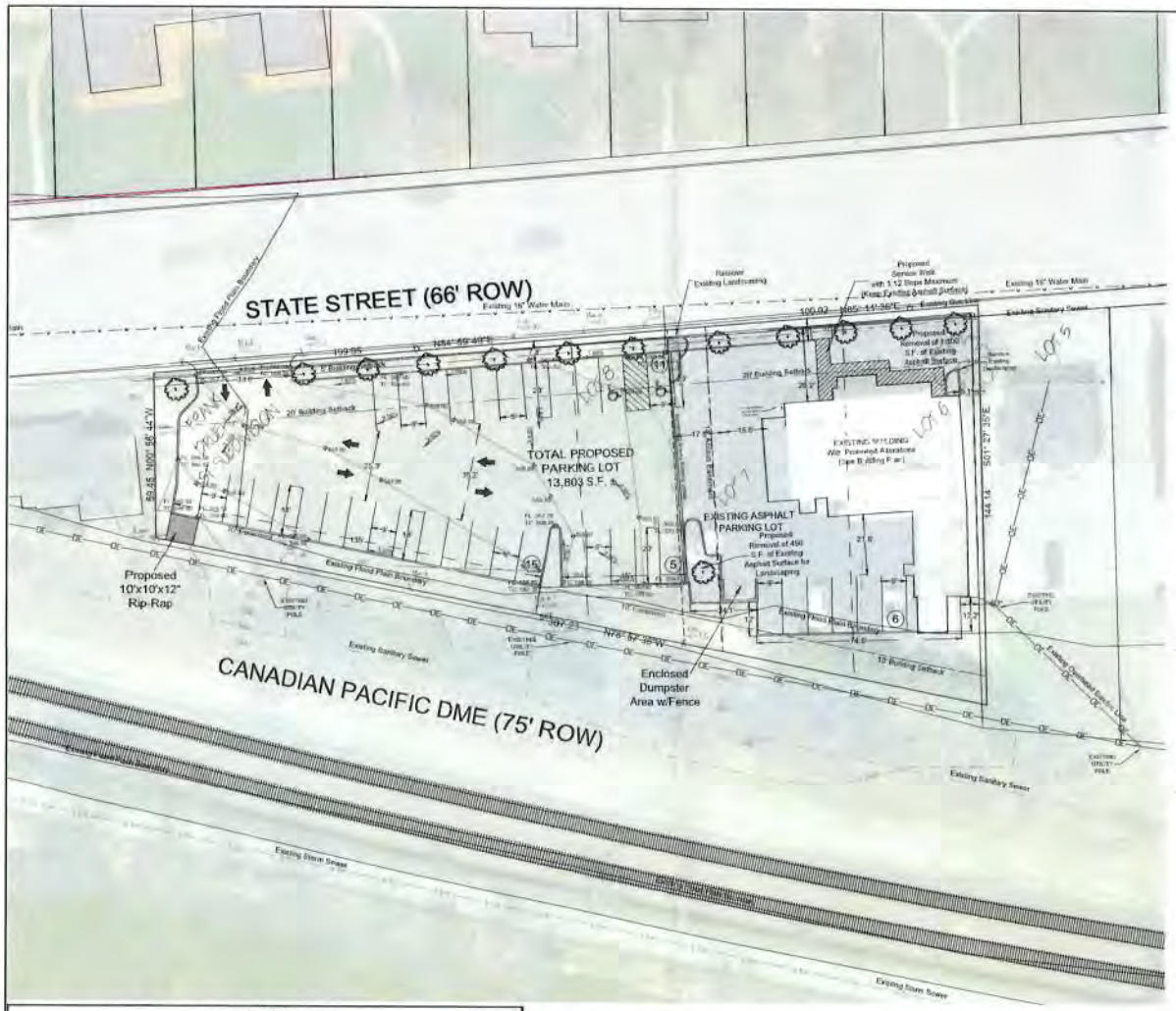
DATE: 9/27/2022

386.4236 386.4231
2224 East 12th Street, Davenport, IA 52803

PROJECT
EROSION CONTROL PLAN
845 STATE STREET
& 905 STATE STREET
BETTENDORF, IOWA 52722

DEVELOPER
BOWE
905 STATE STREET
BETTENDORF, IOWA 52722

SHEET NO.
C3



C-3 Zoning Requirements

Front Yard Setback: 20' Minimum (5' per Note 3, Section 11-5-12 of Bettendorf Municipal Code)

Side Yard Setback: 0' Minimum

Rear Yard Setback: 10' Minimum

Parking: Barbershop and Beauty Parlor
2 Spaces for Each Chair Plus 1 Space for Each Employee and Tanning Bed
Total Salon Required Parking Spaces = 15

Parking: Restaurant
1 Space for Each 100 S.F. of Gross Floor Area
Total Required Parking Spaces = 17

Total Required Parking Spaces = 32
Total Proposed Parking Spaces = 37

C-3 Landscaping Requirements

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

Minimum I-2 Depth (15') x Width of the Lot (200') = 4,500 S.F. of Minimum Greenspace
4,500 / 700 = 6.43 (7) Required Tree Factors

5% of Interior Area of Medium (4,000-30,000 S.F.) Parking Lots Must Be Greenspace
21,877 x .05 = 1,094 S.F. of Required Parking-Lot Greenspace

1 Tree Factor for Every 700 S.F. of Parking-Lot Greenspace

1,094 / 700 = 1.56 (2) Required Parking-Lot Tree Factors

SITE DEVELOPMENT PLAN

BOWE
845 State Street
& 905 State Street

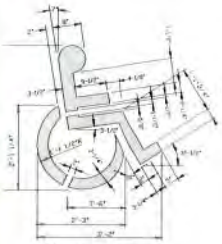
TO THE CITY OF BETTENDORF, IA

IOWA ONE CALL

GRAPHIC SCALE
20 0 10 20
(IN FEET)
1" = 20' (24x36)

SITE LOCATION MAP





A.D.A. PARKING SYMBOL
NOT TO SCALE

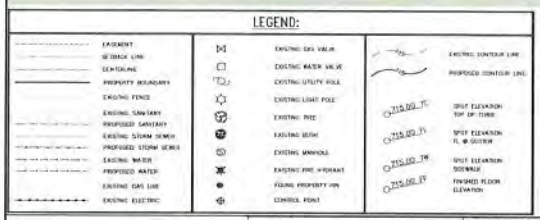
NOTE:
A.D.A. PARKING SIGN INSTALLATION
NOT TO SCALE

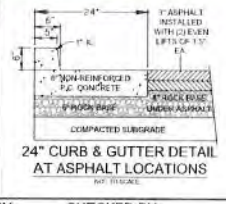
HANDICAPPED PARKING VAN ACCESSIBLE VIOLATORS WILL BE TOWED

GENERAL NOTES

1. ALL IMPROVEMENTS ARE TO BE MADE AT APPLICANT'S COST.
2. LEASE AGREEMENT/DEVELOPMENT AGREEMENT FOR CITY-OWNED PROPERTY (845 STATE STREET) IS REQUIRED.
3. LESSOR WILL BE ALLOWED TO USE PROPERTY AS A STAGING AREA FOR OPERATIONS RELATED TO ANY FLOOD, EMERGENCY, OR SECURITY EVENT DEEMED NECESSARY.
4. ACCESS EASEMENT WILL BE PROVIDED IN PERPETUITY TO LESSEE TO ALLOW INGRESS/EGRESS THROUGH LESSOR'S PROPERTY.
5. 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.
6. LEGAL DESCRIPTION OF PROPERTY: FRANK DRIEDE'S FIRST ADDITION LOT 7 AND THE EAST 14' OF LOT 6, BEING PART OF THE NORTHEAST QUARTER OF SECTION 28 AND PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF BETTENDORF, SCOTT COUNTY, IOWA.
7. 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.
8. THE CONTRACTOR SHALL NOTIFY THE CITY OF BETTENDORF AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
9. 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.
10. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
11. 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.
12. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
13. NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.

LEGEND:





24" CURB & GUTTER DETAIL AT ASPHALT LOCATIONS
NOT TO SCALE



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

Christopher R. Townsend, P.E. — Date 10-11-22
License number 14004
My license renewal date is December 31, 2023
Pages or Sheets covered by this seal: CO-C3

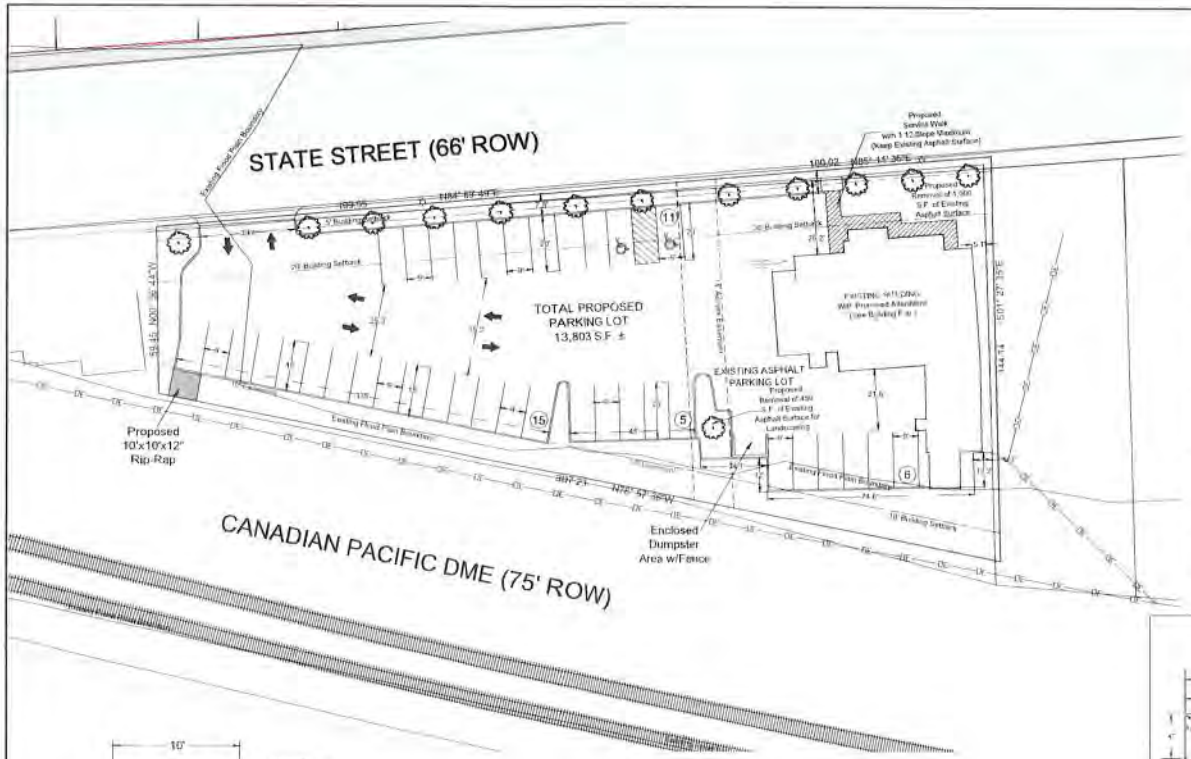
TOWNSEND ENGINEERING	DATE: 9/27/2022	DRAWN BY: TAS	CHECKED BY: CRT
	386.4236 386.4231	DRAWING LOCATION	
	2224 East 12th Street, Davenport, IA 52803	S:\BOWE-TIM\905 STATE ST\SITE PLAN PHASE 2.DWG	

NO.	REVISIONS: DESCRIPTION	DATE
1.	Plan Set Revisions Per COB Review Comments 10-7-22	10-11-22

PROJECT: SITE DEVELOPMENT PLAN, 845 STATE STREET & 905 STATE STREET, BETTENDORF, IOWA 52722

DEVELOPER: BOWE, 905 STATE STREET, BETTENDORF, IOWA 52722

SHEET NO. C0



C-3 Zoning Requirements

Front Yard Setback: 20' Minimum (5' per Note 3, Section 11-5-12 of Bettendorf Municipal Code)

Side Yard Setback: 0' Minimum

Rear Yard Setback: 10' Minimum

Parking: Barbershop and Beauty Parlor
2 Spaces for Each Chair Plus 1 Space for Each Employee and Tanning Bed
Total Salon Required Parking Spaces = 15

Parking: Restaurant
1 Space for Each 100 S.F. of Gross Floor Area
Total Required Parking Spaces = 17

Total Required Parking Spaces = 32
Total Proposed Parking Spaces = 37

C-3 Landscaping Requirements

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

Minimum I-2 Depth (15') x Width of the Lot (300') = 4,500 S.F. of Minimum Greenspace
4,500 / 700 = 6.43 (7) Required Tree Factors

5% of Interior Area of Medium (4,000-30,000 S.F.) Parking Lots Must Be Greenspace
21,977 x .05 = 1,094 S.F. of Required Parking-Lot Greenspace

1 Tree Factor for Every 700 S.F. of Parking-Lot Greenspace

1,094 / 700 = 1.56 (2) Required Parking-Lot Tree Factors

SITE PLAN

BOWE
845 State Street & 905 State Street

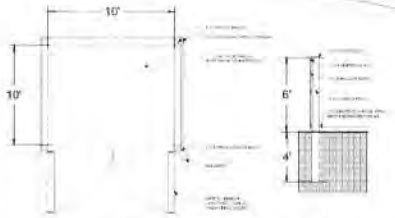
TO THE CITY OF BETTENDORF, IA

GRAPHIC SCALE
20 0 10 20
(IN FEET)
1" = 20' (24x36)

SITE LOCATION MAP



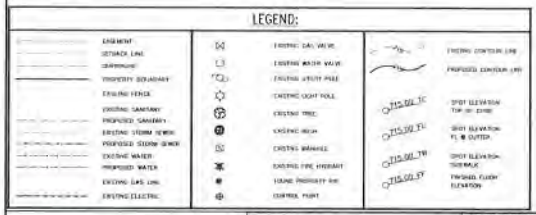
APPROXIMATE SITE LOCATION

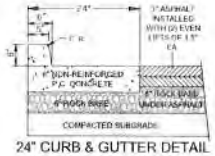


DUMPSTER DETAIL
NOT TO SCALE



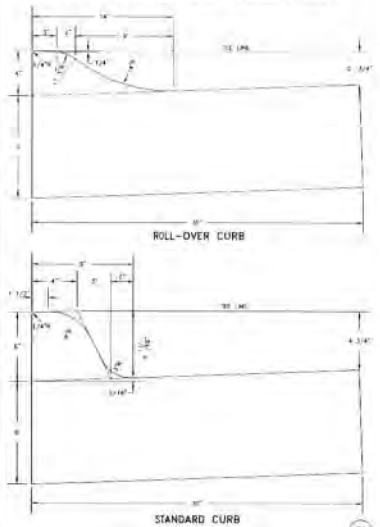
LEGEND:





24" CURB & GUTTER DETAIL AT ASPHALT LOCATIONS
NOT TO SCALE

CURB CROSS SECTION DETAIL
FOR PARABOLIC AND GABLE CROWN



7

GENERAL NOTES

1. ALL IMPROVEMENTS ARE TO BE MADE AT APPLICANT'S COST.
2. LEASE AGREEMENT/DEVELOPMENT AGREEMENT FOR CITY-OWNED PROPERTY (845 STATE STREET) IS REQUIRED.
3. LESSOR WILL BE ALLOWED TO USE PROPERTY AS A STAGING AREA FOR OPERATIONS RELATED TO ANY FLOOD, EMERGENCY, OR SECURITY EVENT DEEMED NECESSARY.
4. ACCESS EASEMENT WILL BE PROVIDED IN PERPETUITY TO LESSEE TO ALLOW INGRESS/EGRESS THROUGH LESSOR'S PROPERTY.
5. 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.
6. LEGAL DESCRIPTION OF PROPERTY: FRANK BRUEHL'S FIRST ADDITION LOT 7 AND THE EAST 14' OF LOT 8, BEING PART OF THE NORTHEAST QUARTER OF SECTION 26 AND PART OF THE NORTH PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 79 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF BETTENDORF, SCOTT COUNTY, IOWA.
7. 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 CONTRACTORS EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
8. THE CONTRACTOR SHALL NOTIFY THE CITY OF BETTENDORF AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
9. 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.
10. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
11. 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.
12. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
13. NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.

TOWNSEND ENGINEERING
386.4236 386.4231
2224 East 12th Street, Davenport, IA 52803

DATE: 9/27/2022

DRAWN BY: TAS

CHECKED BY: CRT

DRAWING LOCATION
S:\BOWE-TIM\905 STATE ST\SITE PLAN PHASE 2.DWG

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
SITE PLAN
845 STATE STREET
& 905 STATE STREET
BETTENDORF, IOWA 52722

DEVELOPER
BOWE
905 STATE STREET
BETTENDORF, IOWA 52722

SHEET NO.
C1

COUNCIL LETTER

MEETING DATE: May 2, 2023

REQUESTED BY: Kathleen Richlen

Item Title

Resolution authorizing Human Resources Director to sign contract with Wellmark/CVS as pharmacy benefit manager for the City of Bettendorf effective July 1st, 2023

Explanation

In discussions with Holmes Murphy (current broker), and the review of current Elixir contract, it was recommended that the City of Bettendorf review other pharmacy benefit managers that can provide better rebates while also working in conjunction with Wellmark (health insurance provider) in accumulating deductibles and out of pockets. Pharmacy benefit services are a subset of the City's health insurance plan provider (Wellmark).

Holmes Murphy requested and received a prescription claims file with twelve (12) months of data. This information was submitted to Wellmark for repricing. The information received from Wellmark was analyzed and summarized.

It is noted that the City has an opportunity to save substantial dollars (approximately $200,000) by switching to Wellmark Pharmacy benefits. This savings is based on repricing of prescriptions and rebates. This switch to Wellmark will also create administrative efficiencies in processing deductibles and out of pocket maximums for employees. The overall member/employee experience will improve as only needing one card for both health insurance and prescription coverage, and have minimal disruption by proceeding with Wellmark.

The City's plan year starts July 1st, 2023.

Staff recommends having Wellmark/CVS as the pharmacy benefit manager in providing services to eligible City employees.

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

Budget contemplates the change in the Pharmacy Benefit Manager.

List Attachments

Resolution
Supporting Documentation

RESOLUTION - 23

RESOLUTION AUTHORIZING HUMAN RESOURCES DIRECTOR TO SIGN CONTRACT WITH WELLMARK AS PHARMACY BENEFIT MANAGER FOR THE CITY OF BETTENDORF EFFECTIVE JULY 1ST, 2023

WHEREAS, staff requested Holmes Murphy to conduct a review of the pharmaceutical coverage and cost for the City of Bettendorf; and

WHERAS, in review of the prescription coverage and cost presented by Holmes Murphy, staff realized significant savings based on prescription usage and rebates over the past year; and

WHEREAS, staff recommends Wellmark/CVS to become the Pharmacy Benefit Manager for eligible city employees effective July 1st, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Human Resources Director is authorized to enter into contract with Wellmark/CVS as Pharmacy Benefit Manager for the City of Bettendorf.

PASSED, APPROVED and ADOPTED this 2nd say of May 2023.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

Executive Summary

- Holmes Murphy Requested and Received a Rx Claims File from Elixir with 12 Months of Data
- Holmes Murphy Submitted to Wellmark/CVS for Repricing
- Holmes Murphy Received Repricing & Subsequent Supporting Data from Wellmark of which was Analyzed & Summarized

Findings:

The City of Bettendorf has an opportunity to save substantial dollars ($200K), to create administrative efficiencies and improve the overall member experience with minimal disruption by terminating the relationship with Elixir and engaging with Wellmark/CVS for PBM services.

Holmes Murphy recommends that the City of Bettendorf move to Wellmark/CVS for PBM Services.

Financials

	Total Paid Elixir	Wellmark Estimated Paid Blue Rx Complete
Drug Cost	$751,153**	$706,218
Rebates	($139,692)	($286,901)
WM Carve Out Fee ($2.00 PMPM)* Elixir Admin Fee (~$880/Mo)	$6,000 $10,560	N/A N/A
WM PBM Fee ($1.10 PMPM)*	N/A	$3,300
Total Cost	$628,021	$422,617
Difference		($205,404)

Wellmark/CVS Carve-In Advantages

- Administrative Ease (No separate bill/payments for Rx & medical, combined data sources)
- Improved/Integrated plan performance reporting
- Streamlined required reporting (RxDC and other transparency items)
- Disruption: minimal formulary disruption with no "provider" (pharmacy/place-of-service) disruption
- Eliminates Flexible Spending Account Medical Reimbursement rollover issues
- Eliminates accumulator issues
- One point of contact customer service (One place to call)
- Simplified member experience (Single sign-on, single card)
- Wellmark provides 100% of the rebates back to the COB
- Wellmark conducts at least 1 market check a year and immediately passes any savings realized through the RFP process to the COB
- Unique approach to formulary management: RX oversight provided by a Pharmacy & Therapeutic Committee made up of Doctors and Pharmacists practicing throughout the states of IA and SD (Additions to formularies not just driven by rebates, etc.)
- Opportunity for improved condition management due to integration of data

COUNCIL LETTER

MEETING DATE: May 2, 2023

REQUESTED BY: Michelle Spencer

Item Title
Resolution approving liquor license renewals and requests.

Explanation
The Licensing of businesses contribute to the mission of a growing, competitive business environment. The applicants for Zeke's Island Café; CVS Pharmacy; Hy-Vee Fast & Fresh; Hy-Vee Club Room; Walgreens #05512 and #06553; Home2 Suites; Cambria Hotel Bettendorf; Sonesta Select; Rudy's Tacos; Food Truck Fight; and The Vintage 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.

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

List 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:

Zeke's Island Café; CVS Pharmacy; Hy-Vee Fast & Fresh; Hy-Vee Club Room; Walgreens #05512 and #06553; Home2 Suites; Cambria Hotel Bettendorf; Sonesta Select; Rudy's Tacos; Food Truck Fight; and The Vintage 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 2nd day of May 2023

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00100002330000		WAGEWORKS	04/18/2023	2300561	INV5056018	6,196.64	FLEX CLAIMS
		00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2022-00030710	3,066.84	REFUND SW & APPR BOND $ 3091 MARY LEIGH
		00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2022-00030711	2,770.20	REFUND SW & APPR BOND $ 3095 MARY LEIGH
		00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2022-00030708	3,029.76	REFUND SW & APPR BOND $ 3075 MARY LEIGH
		00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2022-00030709	3,066.84	REFUND SW & APPR BOND $ 3083 MARY LEIGH
	GENERAL FUND	00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2023-00002753	3,029.76	REFUND SW & APPR BOND $ 3111 MARY LEIGH
		00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2022-00030712	3,066.84	REFUND SW & APPR BOND $ 3099 MARY LEIGH
		00100002211000		TREASURER, STATE OF IOWA	04/25/2023	2300598	0-003-362-328A	115.14	MARCH SALES TAX - RECREATION
		00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2023-00002755	7,590.60	REFUND SW & APPR BOND $ 3119 MARY LEIGH
		00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2023-00002754	2,770.20	REFUND SW & APPR BOND $ 3115 MARY LEIGH
		00100002012800		YOUSSI REAL ESTATE & DEVELOPMENT	05/03/2023	121162	2022-00030707	2,770.20	REFUND SW & APPR BOND $ 3079 MARY LEIGH
		00100002330000		WAGEWORKS	04/11/2023	2300560	INV5031750	439.95	FLEX CLAIMS
	GENERAL FUND	**- Summary**						**37,912.97**	
		81000002050900		INTERNAL REVENUE SERVICE	04/07/2023	2300569	73134043B	24,525.14	MEDICARE W/H TAX
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	04/21/2023	2300584	0-655-846-608	2,870.66	ILLINOIS STATE W/H TAX
		81000002051900		COLLECTION SERVICES CENTER	04/21/2023	2300586	2294674	1,825.42	CHILD/SPOUSE SUPPORT
	LIABILITY CLEARING ACCT.	81000002050500		INTERNAL REVENUE SERVICE	04/21/2023	2300582	402602634	78,593.29	FEDERAL W/H
		81000002051500		ICMA RETIREMENT TRUST - 457	04/07/2023	2300564	PR 04/07/23B	3,830.64	AFTER TAX ROTH IRA
		81000002052300		ANCHOR NATIONAL LIFE INSURANCE CO	04/21/2023	121039	20230421	213.59	PAYROLL SUMMARY

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002050600		TREASURER,STATE OF IOWA	04/07/2023	2300570	0-003-258-075	25,866.01	04/07 PAY DATE IA W/H TAX
		81000002052300		GREAT AMERICAN PLAN ADMINISTRATORS	04/07/2023	2300567	PR DATE 04/07	736.56	04/07 CONTRIBUTIONS
		81000002050800		INTERNAL REVENUE SERVICE	04/21/2023	2300582	402602634A	68,073.28	FICA W/H TAX
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	04/07/2023	2300571	0-246-678-736	2,882.61	ILLINOIS STATE W/H TAX
		81000002051900		COLLECTION SERVICES CENTER	04/07/2023	2300574	2286930	1,825.42	CHILD/SPOUSE SUPPORT
		81000002052800		ICMA RETIREMENT TRUST - 457	04/07/2023	2300564	PR 04/07/23A	3,335.49	457 LOAN PAYMENTS
		81000002052300		LINCOLN LIFE	04/21/2023	121047	20230421	1,088.64	PAYROLL SUMMARY
		81000002052300		ICMA RETIREMENT TRUST - 457	04/07/2023	2300564	PR 04/07/23	56,556.13	457 CONTRIBUTIONS
		81000002051500		AFLAC	04/21/2023	2300587	441089A	845.76	AFLAC AFTER TAX CONTRIBUTIONS
	LIABILITY CLEARING ACCT.	81000002059900		MARSHA L COMBS-SKINNER	04/21/2023	121048	20230421	141.24	PAYROLL SUMMARY
		81000002051500		ICMA RETIREMENT TRUST - 457	04/25/2023	2300599	PAID 04/25/23 A	1,750.00	AFTER TAX ROTH IRA
		81000002050200		MUNICIPAL FIRE & POLICE	04/21/2023	2300578	04/21 PAY DATEA	40,607.23	CITY SHARE POLICE PENSION
		81000002052100		CITY OF BETTENDORF	04/21/2023	121042	20230421	17,738.79	PAYROLL SUMMARY
		81000002052300		AFLAC	04/21/2023	2300587	441089	1,051.74	AFLAC PRE TAX
		81000002059900		BETTENDORF POLICE BENEVOLENT FUND	04/21/2023	121040	20230421	104.00	PAYROLL SUMMARY
		81000002052300		ICMA RETIREMENT TRUST - 457	04/21/2023	2300577	PR DATE 04/21	57,700.29	457 CONTRIBUTIONS
		81000002052800		ICMA RETIREMENT TRUST - 457	04/21/2023	2300577	PR DATE 04/21A	3,698.94	457 LOAN PAYMENTS
		81000002050400		MUNICIPAL FIRE & POLICE	04/21/2023	2300578	04/21 PAY DATEC	25,789.71	CITY SHARE FIRE PENSION
		81000002052300		CITY OF BETTENDORF/125 PLAN	04/21/2023	121043	20230421	4,762.68	PAYROLL SUMMARY
		81000002051000		IPERS COLLECTIONS	04/07/2023	2300572	121048655A	53,838.32	CITY SHARE IPERS

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002050500		INTERNAL REVENUE SERVICE	04/24/2023	2300589	20671048	5,980.92	FEDERAL W/H
		81000002050200		MUNICIPAL FIRE & POLICE	04/07/2023	2300565	04/07 PAY DATEA	37,273.06	CITY SHARE POLICE PENSION
		81000002051500		AMERICAN FUNDS ROTH IRA WIRE	04/07/2023	2300575	6849-6822-94316	25.00	AFTER TAX ROTH IRA CONTRIBUTIONS
		81000002059900		IOWA C.O.P.S.	04/07/2023	2300568	PR DATE 04/07	40.00	04/07 CONTRIBUTIONS
		81000002052300		PACIFIC LIFE INSURANCE COMPANY	04/21/2023	121049	20230421	292.26	PAYROLL SUMMARY
		81000002050400		MUNICIPAL FIRE & POLICE	04/07/2023	2300565	04/07 PAY DATEC	25,172.97	CITY SHARE FIRE PENSION
		81000002050600		TREASURER,STATE OF IOWA	04/21/2023	2300583	0-003-392-103	27,102.03	04/21 PAY DATE IA W/H TAX
		81000002051100		MUNICIPAL FIRE & POLICE	04/07/2023	2300565	04/07 PAY DATE	14,659.76	EMPLOYEE SHARE POLICE PENSION
		81000002051200		MUNICIPAL FIRE & POLICE	04/21/2023	2300578	04/21 PAY DATEB	10,143.22	EMP SHARE FIRE PENSION
		81000002051200		MUNICIPAL FIRE & POLICE	04/07/2023	2300565	04/07 PAY DATEB	9,900.65	EMP SHARE FIRE PENSION
		81000002051500		AFLAC	04/21/2023	2300579	PR DATE 04/21	116.40	CI WRAP CONTRIBUTIONS
	LIABILITY CLEARING ACCT.	81000002050900		INTERNAL REVENUE SERVICE	04/21/2023	2300582	402602634B	25,146.50	MEDICARE W/H TAX
		81000002051500		AFLAC	04/07/2023	2300566	PR DATE 04/07	116.40	CI WRAP CONTRIBUTIONS
		81000002050900		INTERNAL REVENUE SERVICE	04/24/2023	2300589	20671048A	727.88	MEDICARE W/H TAX
		81000002051500		WASHINGTON NATIONAL LIFE INSURANCE	04/21/2023	121052	20230421	61.10	PAYROLL SUMMARY
		81000002052300		CITY OF BETTENDORF/125 PLAN	04/21/2023	121045	20230421	1,916.04	PAYROLL SUMMARY
		81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	04/21/2023	2300585	04/21/23 PR	1,000.53	457 CONTRIBUTIONS
		81000002052300		CITY OF BETTENDORF/125 PLAN	04/21/2023	121044	20230421	2,174.74	PAYROLL SUMMARY
		81000002059900		CITY OF BETTENDORF	04/21/2023	121041	20230421	68.44	PAYROLL SUMMARY
		81000002051900		STATE DISBURSEMENT UNIT	04/21/2023	121051	20230421	346.15	PAYROLL SUMMARY
		81000002051500		LEGALSHIELD	04/21/2023	121046	20230421	85.73	PAYROLL SUMMARY
		81000002052300		GREAT AMERICAN PLAN	04/21/2023	2300580	PR DATE 04/21	668.42	04/21 CONTRIBUTIONS

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				ADMINISTRATORS					
		81000002052200		CITY OF BETTENDORF	04/21/2023	121042	20230421A	202.50	PAYROLL SUMMARY
		81000002051500		AMERICAN FUNDS ROTH IRA WIRE	04/21/2023	2300588	3277-8002-70901	25.00	AFTER TAX ROTH IRA CONTRIBUTIONS
		81000002052000		UNITED WAY QUAD CITIES	04/07/2023	2300563	PR DATE 04/07	808.62	04/07/2023 CONTRIBUTIONS
		81000002051500		ICMA RETIREMENT TRUST - 457	04/21/2023	2300577	PR DATE 04/21B	3,832.54	AFTER TAX ROTH IRA
		81000002059900		IOWA C.O.P.S.	04/21/2023	2300581	PR DATE04/21/23	40.00	04/21 CONTRIBUTIONS
		81000002050500		INTERNAL REVENUE SERVICE	04/07/2023	2300569	73134043	75,151.73	FEDERAL W/H
	LIABILITY CLEARING ACCT.	81000002059900		POLK COUNTY SHERIFF'S OFFICE	04/21/2023	121050	20230421	256.24	PAYROLL SUMMARY CASE#SCSC223872
		81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	04/07/2023	2300573	04/07/23 PR	1,000.53	457 CONTRIBUTIONS
		81000002051500		AMERICAN FUNDS SERVICE COMPANY	04/21/2023	121038	20230421	50.00	PAYROLL SUMMARY
		81000002051100		MUNICIPAL FIRE & POLICE	04/21/2023	2300578	04/21 PAY DATE	15,971.05	EMPLOYEE SHARE POLICE PENSION
		81000002051000		IPERS COLLECTIONS	04/07/2023	2300572	121048655	35,873.25	EMPLOYEE SHARE IPERS
		81000002050800		INTERNAL REVENUE SERVICE	04/07/2023	2300569	73134043A	70,012.30	FEDERAL W/H
		81000002052000		UNITED WAY QUAD CITIES	04/21/2023	2300576	PR DATE 04/21	808.62	04/21/23 CONTRIBUTIONS
		81000002052300		ICMA RETIREMENT TRUST - 457	04/25/2023	2300599	PAID 04/25/23	1,099.57	457 CONTRIBUTIONS
	LIABILITY CLEARING ACCT. - Summary							**848,401.73**	
		56000002010400		FOOD DRINK FRIENDS INC.	04/25/2023	2300597	04232023	5,415.09	APRIL 17-23 CREDIT CARD PAYMENTS
		56000002010400		FOOD DRINK FRIENDS INC.	04/26/2023	2300596	04232023	3,517.45	APRIL 1-23 CREDIT CARD TIPS MISSED
	PALMER HILLS GOLF COURSE	56000002211000		TREASURER, STATE OF IOWA	04/25/2023	2300598	0-003-362-328	1,604.80	MARCH SALES TAX - PHGC
		56000002010400		FOOD DRINK FRIENDS INC.	04/18/2023	2300555	04162023	8,723.64	APRIL 10-16 CREDIT CARD PAYMENTS
		56000002010400		FOOD DRINK FRIENDS INC.	04/13/2023	2300556	04092023	8,412.91	APRIL 1-9 CREDIT CARD PAYMENTS

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	PALMER HILLS GOLF COURSE - Summary							**27,673.89**	
	SEWER UTILITY	52000002211000		TREASURER, STATE OF IOWA	04/20/2023	2300562	3336965	4,344.60	MONTHLY RETURN MAR
		52000001130000		FRANICH PROPERTIES	04/19/2023	121030	1529 GRANT ST	85.55	Sewer
		52000001130000		MARTIN WILKINSON	05/03/2023	121108	6779STILLCRKPAS	67.53	SEWER REFUND
	SEWER UTILITY - Summary							**4,497.68**	
	SOLID WASTE/ RECYCLING ENT	55000002211000		TREASURER, STATE OF IOWA	04/20/2023	2300562	3336965B	49.86	MONTHLY RETURN MAR
		55000002219900		WASTE COMMISSION OF SCOTT CO.	04/19/2023	121033	23-B03	19,415.64	CLOSED LOOP JAN,FEB,MARCH 2023
	SOLID WASTE/RECYCLING ENT - Summary							**19,465.50**	
	STORM WATER UTILITY	58000002211000		TREASURER, STATE OF IOWA	04/20/2023	2300562	3336965A	3,185.75	MONTHLY RETURN MAR
	STORM WATER UTILITY - Summary							**3,185.75**	
- Summary								**941,137.52**	
		57550504992290	2PL005	TERRACON CONSULTANTS, INC.	05/03/2023	121144	TJ04404	1,195.00	THE LANDING TESTING & GEOTECH ENG REPORT
		57550504992290	2PL005	MORLAND ENVIRONMENTAL SERVICES LLC	05/03/2023	121116	10569-01	357.00	ASBESTOS SAMPLING & ANALYSIS - SPLASH LANDING
	AQUATIC CENTER FUND	57550504992290	2PL005	RDG PLANNING & DESIGN	05/03/2023	121131	53736	250,605.09	#5 THE LANDING AMEND 1 THRU 03-31-23
		57550504992290	2PL005	TERRACON CONSULTANTS, INC.	05/03/2023	121144	TJ16993	10,755.00	THE LANDING TESTING & GEOTECH ENG REPORT
CAPITAL PROJECTS		57550504992307	2PL005	DEPARTMENT OF PUBLIC HEALTH	04/19/2023	121029	041823	1,375.00	CONSTRUCTION PERMIT FEE THE LANDING
	AQUATIC CENTER FUND - Summary							**264,287.09**	
		40050504807074	CD0080	LAW OFFICE OF JAY SOMMERS, P.C.	04/24/2023	2300593	RESTVIEW CIR	117,771.82	PURCHASE OF 1128 CRESTVIEW CIR
	CAPITAL PROJECTS	40050504802299	CD0107	MID AMERICAN ENERGY	05/03/2023	121111	538092863	8.52	UTILITIES - FLOOD HOUSE 1100 HAWTHORNE DR
		40050504802307	PW0381	UTILITY EQUIPMENT CO.	05/03/2023	121159	10101961-000	376.55	REPAIR CLAMP
		40050504802299	PW0404	CDMI CONCRETE	05/03/2023	121070	1941-300	7,407.35	I-74 WALKWAY EMERGENCY ACCESS

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				CONTRACTORS, INC.					
		40050504802299	PW0562	N.J. MILLER INC.	05/03/2023	121118	1	29,300.00	PE#1 FOREST GROVE PHASE IV 03-22-23 TO 04-21-23
		40050504802307	CD0105	CENTENNIAL CONTRACTOR OF QC	05/03/2023	121071	21779	120.00	TOPSOIL FOR FIBER CONDUIT
		40050504802299	CD0102	DAVENPORT ELECTRIC CONTRACT	05/03/2023	121077	51296	49,733.00	I-74 & MIDDLE TRAFFIC SIGNAL RECONST.
		40050504802299	CD0107	IOWA AMERICAN WATER COMPANY	05/03/2023	121095	220039871837	36.74	WATER - FLOOD HOUSE 1100 HAWTHORNE DR
	CAPITAL PROJECTS	40050504802299	CD0105	BADGER DAYLIGHTING CORP	05/03/2023	121063	2494738	2,380.56	HYDROVAC W/ OPERATOR FOR FIBER ON 3/22/23
		40050504802299	CD0105	BADGER DAYLIGHTING CORP	05/03/2023	121063	2500169	2,380.56	HYDROVAC W/ OPERATOR FOR FIBER ON 03/24/23
CAPITAL PROJECTS		40050504802299	CD0105	DAVENPORT ELECTRIC CONTRACT	05/03/2023	121077	51278	753.00	VACUUM EXCAVATED HANDHOLE
		40050504807071	PW0381	LAW OFFICE OF JAY SOMMERS, P.C.	04/20/2023	2300595	VEN HORST	40,000.00	PURCHASE OF FOREST GROVE EASEMENT
		40050504802299	PW0074	STORMWATER AND MANAGEMENT SERVICES	05/03/2023	121141	12181	675.00	BLVD RESTORATION HUGO & 53RD
	CAPITAL PROJECTS - Summary							**250,943.10**	
		52050504992299	SW0101	AERO PLUMBING & HEATING	05/03/2023	121058	1069	2,145.00	SANITARY SEWER REPLACED
	SEWER UTILITY	52050504992290	SW0103	MCCLURE ENGINEERING CO	05/03/2023	121110	144590	45,000.00	#1 SPENCER CRK LIFT STATION 2-26-23 TO 4-1-23
		52050504992299	SW0101	AERO PLUMBING & HEATING	05/03/2023	121058	1097	8,905.00	SEWER REPLACEMENT
	SEWER UTILITY - Summary							**56,050.00**	
	STORM WATER UTILITY	58050504992290	SM0129	AXIOM CONSULTANTS, LLC	05/03/2023	121062	4672	1,962.50	#7 HALEY HTS & WHITE POST DET BASINS STUDY 1-27-23
	STORM WATER UTILITY - Summary							**1,962.50**	
CAPITAL PROJECTS - Summary								**573,242.69**	
CITY ADMINISTRATION	GENERAL FUND	00141014807074		PIGOTT,INC	05/03/2023	121123	135557	5,017.67	REITER OFFICE REMODEL

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
CITY ADMINISTRATION	GENERAL FUND	00141014601301		IACMA	05/03/2023	121090	041823	300.00	ASSOCIATION DUES FOR ASST CTY ADMINIS. J. REITER
		00141014602307		PIGOTT,INC	05/03/2023	121123	135559	1,357.18	BREAK ROOM WALL
		00141014601304		BI-STATE REGIONAL COMMISSION	05/03/2023	121067	0011044	17.79	INTERGOV MTG 4/5/23 - CTY ADMINISTRATOR D. PLOEHN
		00141014602290		MAYO CLINIC	05/03/2023	121109	040423	5,033.00	Employee testing
		00141014602307		PIGOTT,INC	05/03/2023	121123	135558	1,645.88	FILING CABINETS SPENCER OFFICE
	GENERAL FUND - Summary							**13,371.52**	
CITY ADMINISTRATION - Summary								**13,371.52**	
COMMUNITY DEVELPMENT	GENERAL FUND	00130014542306		CULLIGAN OF DAVENPORT	05/03/2023	121075	0505191	36.95	BOTTLED WATER - CD
		00130034542299		KIMBERLY'S KLEANING	05/03/2023	121100	414-23	300.00	DEBRIS REMOVAL CITY STREETS
		00130024532290		RDG PLANNING & DESIGN	05/03/2023	121131	53737	12,750.00	SERVICES AS OF 3/31/23
		00130064161301		ICC	05/03/2023	121091	Q15.000009340	145.00	ANNUAL GOVT MEMBERSHIP
		00130064162290		B & F CONSTRUCTION CODE SERVICES,IN	04/26/2023	121054	61237	585.00	BUILDING/FIRE CODE REVIEW ASCENTRA CREDIT UNION
	GENERAL FUND - Summary							**13,816.95**	
COMMUNITY DEVELPMENT - Summary								**13,816.95**	
FAMILY MUSEUM	FMLY MUSEUM/ARTS &SCIENCE	55511014942306		BETTENDORF N & S LOCK INC.	05/03/2023	121065	20657	12.75	MUSEUM KEYS
		55511024942307		TESKE PET & GARDEN CENTER	05/03/2023	121145	2-1598190	12.58	GENERAL EDUCATION
		55511014942307		CINTAS DOCUMENT MANAGEMENT	05/03/2023	121072	5153022882	116.52	FIRST AID SUPPLIES
		55511024942307		BLICK ART MATERIALS	05/03/2023	121068	625581	433.16	OUTREACH
		55511024942290		HOWELL, GABRIELLA	05/03/2023	121089	041723	160.00	MARCH 5-APRIL 1
		55511024942140		CORNER STORE - LEARNING CAMPUS	05/03/2023	121073	114542	46.80	PIGS FOR FARM
		55511014942307		QUADIENT LEASING USA	05/03/2023	121128	N9884733	229.28	POSTAGE METER LEASE
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**1,011.09**	

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FAMILY MUSEUM	**- Summary**							**1,011.09**	
	CAPITAL PROJECTS	40002094708004		AHLERS & COONEY, P.C.	05/03/2023	121059	842604	1,010.00	GENERAL OBLIGATION BONDS 2022
	CAPITAL PROJECTS	**- Summary**						**1,010.00**	
	GENERAL FUND	00102024612307		CULLIGAN OF DAVENPORT	05/03/2023	121075	0505318	4.95	WATER
		00102024612307		CULLIGAN OF DAVENPORT	05/03/2023	121075	0505013	14.45	WATER
		00102014612290		BAKER TILLY MUNICIPAL ADVISORS,LLC	05/03/2023	121064	BTMA19514	9,300.00	GENERAL OBLIGATION BONDS 2022
		00102024612307		ARAMARK - CHICAGO	05/03/2023	121061	6150168302	29.98	FIRST AID CITY HALL
		00102024612306		BETTENDORF OFFICE PRODUCTS,INC	05/03/2023	121066	0473262-001	17.56	MOUSE PAD
		00102024612250		UMB BANK	04/25/2023	2300594	944507	600.00	BOND PAYING AGENT FEES I1190 2022A
		00102024612307		CULLIGAN OF DAVENPORT	05/03/2023	121075	0505321	23.95	WATER
		00102024612250		UMB BANK	04/25/2023	2300594	944508	600.00	BOND PAYING AGENT FEES I1191 2022B
FINANCE	**GENERAL FUND**	**- Summary**						**10,590.89**	
	INFORMATION SERVICES	68802314942130		ONENECK IT SOLUTIONS LLC	05/03/2023	121122	INV000037095	937.50	CISCO PHONE MONTHLY MAINT
	INFORMATION SERVICES	**- Summary**						**937.50**	
	SEWER UTILITY	52002044902308		MIDWEST MAILWORKS INC.	05/03/2023	121112	41723	5,000.00	POSTAGE - SEWER
		52002044982251		AHLERS & COONEY, P.C.	05/03/2023	121059	842606	4,687.00	CAPITAL LOAN NOTES
		52002044902130		TYLER TECHNOLOGIES	05/03/2023	121155	025-417457	1,931.67	MAINTENANCE FEES
		52002044902299		MIDWEST MAILWORKS INC.	05/03/2023	121112	242435	20.82	FINAL BILLS
		52002044902299		MIDWEST MAILWORKS INC.	05/03/2023	121112	242331	1,705.63	02 BILLS
	SEWER UTILITY	**- Summary**						**13,345.12**	
	STORM WATER UTILITY	58002194932308		MIDWEST MAILWORKS INC.	05/03/2023	121112	41723B	5,000.00	POSTAGE - STORM WATER
		58002194932299		MIDWEST MAILWORKS INC.	05/03/2023	121112	242331B	1,705.62	02 BILLS
		58002194932130		TYLER TECHNOLOGIES	05/03/2023	121155	025-417457B	1,931.66	MAINTENANCE FEES

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

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FINANCE	STORM WATER UTILITY	58002194932299		MIDWEST MAILWORKS INC.	05/03/2023	121112	242435B	20.81	FINAL BILLS
	STORM WATER UTILITY - Summary							**8,658.09**	
	VEHICLE REPLACEMENT FUND	40102424807074		M & M GOLF CARS, LLC	05/03/2023	121105	4000672	18,029.24	2023 CLUB CAR
	VEHICLE REPLACEMENT FUND - Summary							**18,029.24**	
FINANCE	**- Summary**							**52,570.84**	
FIRE	GENERAL FUND	00104154142111		IOWA AMERICAN WATER COMPANY	05/03/2023	121095	061239APR23	27.20	HYDRANT/ST2
		00104144142104		CARQUEST AUTO PARTS STORE	05/03/2023	121069	6604-416594	15.04	HEADLAMP HALOGEN/HAZMAT
		00104114141303		FIRE SERVICE TRAINING BUREAU	05/03/2023	121084	231728	100.00	HZMT OPS/FF1 CERT MARTINEZ
		00104114142104		CARQUEST AUTO PARTS STORE	05/03/2023	121069	6604-416748	4.13	WINDSHIELD FLUID
		00104014141301		IOWA ASSN OF PROF FIRE CHIEFS	05/03/2023	121096	041723	120.00	MEMBERSHIP DUES
		00104134142310		SCOTT COUNTY EMERGENCY MANAGEMENT	05/03/2023	121138	2023-13	442.00	MEDICAL GLOVES
		00104114807074		SANDRY FIRE SUPPLY	05/03/2023	121137	INV-027366	7,504.88	SCBA BREATHING APPARATUS ST1 & ST4
		00104114141209		RACOM	05/03/2023	121129	FB190163	150.00	RADIO BELT CLIPS
		00104114142304		SANDRY FIRE SUPPLY	05/03/2023	121137	INV-027387	2,964.07	SCBA ID TAG ASSY
		00104154142106		JOHNSON CONTROLS FIRE PROTECTION LP	05/03/2023	121097	89689653	74.60	FIRE ALARM BATTERIES/ST2
		00104154142101		RAYNOR DOOR CO., INC. OF THE QC	05/03/2023	121130	135718	3,350.00	BAY DOOR SECTIONS/ST2
		00104114142104		ALEXIS FIRE EQUIPMENT COMPANY	05/03/2023	121060	0075324-IN	2,667.45	ENGINE 2 REPAIR
		00104154142111		IOWA AMERICAN WATER COMPANY	05/03/2023	121095	062188APR23	61.70	HYDRANT/ST4
		00104154142106		SANDRY FIRE SUPPLY	05/03/2023	121137	INV-027365	5,395.82	HOSE TESTERS

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
FIRE	GENERAL FUND	00104114142106		SANDRY FIRE SUPPLY	05/03/2023	121137	INV-027364	1,590.20	HOSE COUPLINGS
		00104154142299		THYMET PEST CONTROL	05/03/2023	121150	138240	58.00	MONTHLY SERVICE/ST2
		00104134142306		BETTENDORF OFFICE PRODUCTS,INC	05/03/2023	121066	0473103-001	599.00	RESCUE EMS FORMS
	GENERAL FUND - Summary							**25,124.09**	
FIRE - Summary								**25,124.09**	
HUMAN RESOURCES	GENERAL FUND	00142014661304		RICHLEN, KATHLEEN	04/19/2023	121032	04192023	18.00	DINNER REFUND ON CONFERENCE
		00142014662213		GENESIS OCCUPATIONAL HEALTH	05/03/2023	121085	197192	38.00	testing
		00142014662342		LOGO PRO, LLC	05/03/2023	121104	21431	1,038.32	water bottles with COB logo
		00142014661304		RICHLEN, KATHLEEN	04/19/2023	121032	04192023A	15.89	BREAKFAST DURING CONFERENCE DENVER&KELLEY
		00142014662213		TSS THE SAFETY SPECIALISTS	05/03/2023	121153	67347	287.50	screenings
		00142014662213		GENESIS OCCUPATIONAL HEALTH	05/03/2023	121085	197301	26.00	drug testing
		00142014662290		HOLMES MURPHY & ASSOCIATES	05/03/2023	121088	701542	2,500.00	benefits consulting fee
		00142014662213		CROWN TROPHY OF THE QUAD CITIE	05/03/2023	121074	155173	44.00	desk plate name plate
	GENERAL FUND - Summary							**3,967.71**	
HUMAN RESOURCES - Summary								**3,967.71**	
LEGAL	GENERAL FUND	00140014632290		VOLLERTSEN, BRITT & GORSLINE PC	04/26/2023	121055	122877	1,640.00	2222 MIDDLE ROAD ABSTRACT UPDATES
	GENERAL FUND - Summary							**1,640.00**	
LEGAL - Summary								**1,640.00**	
LIBRARY	LIBRARY GIFT FUND	22606064402306		ARAMARK - CHICAGO	05/03/2023	121061	6150168323	59.96	FIRST AID LIBRARY
	LIBRARY GIFT FUND - Summary							**59.96**	
LIBRARY - Summary								**59.96**	

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
MAYOR & COUNCIL	EMPLOYEE INSURANCE	68601064942296		EMPLOYEE BENEFIT SYSTEM	04/20/2023	2300590	04192023	265.00	VISION CLAIMS CKS 2420-2421
		68601064942290		INSURANCE STRATEGIES CONSULTING LLC	05/03/2023	121093	3148	975.00	509A STUDY PLAN FOR YEAR END 02282023
		68601064942297		YMCA	05/03/2023	121161	042023BETT	2,060.00	monthly fees
		68601064942294		DELTA DENTAL	04/10/2023	2300557	352050000202334	10,222.34	DENTAL CLAIMS 03/28-04/03/23
		68601064942294		DELTA DENTAL	04/17/2023	2300558	352050000202335	5,556.13	DENTAL CLAIMS 04/04-04/10/23
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	04/14/2023	2300559	04072023	75,983.15	MEDICAL CLAIMS 04/01-04/07/23
		68601064942296		EMPLOYEE BENEFIT SYSTEM	04/06/2023	2300552	04052023	1,708.70	VISION CLAIMS CKS 2417-2418
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	04/21/2023	2300592	04142023	54,929.61	MEDICAL CLAIMS 04/08-04/14/2023
		68601064942283		MEDTRAK SERVICES	04/20/2023	2300554	041523B	884.50	ADMIN FEES 04/01-04/15/2023
		68601064942298		MEDTRAK SERVICES	04/20/2023	2300554	041523A	63,455.28	PHARMACY CLAIMS 04/01-04/15/2023
		68601064942296		EMPLOYEE BENEFIT SYSTEM	04/14/2023	2300553	04122023	400.00	VISION CLAIMS CKS 2419
		68601064942294		DELTA DENTAL	04/24/2023	2300591	352050000202336	4,973.22	DENTAL CLAIMS 04/11-04/17/2023
	EMPLOYEE INSURANCE - Summary							**221,412.93**	
	RISK MANAGEMENT	68401054942208		THE HARTFORD INC	05/03/2023	121146	041023	351.25	special risk accident policy
		68401054942276		VAN METER INDUSTRIAL INC.	05/03/2023	121160	S012264667.001	15,616.03	ACCIDENT 22-16361 REPLACE LIGHT POLE
	RISK MANAGEMENT - Summary							**15,967.28**	
MAYOR & COUNCIL - Summary								**237,380.21**	
PARKS & RECREATION	GENERAL FUND	00107054451208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523A	1,130.00	UNEMPLOYMENT/BIRMINGHAM,W
		00107304431208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523M	695.00	UNEMPLOYMENT/SHELTON,S.
		00107304431208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523F	202.00	UNEMPLOYMENT/HALLER,A.
		00107404462299	FEST02	TWIN STATE TECHNICAL SERVICES, LTD	05/03/2023	121154	84777	99.00	BETTEVENTS.ORG WEBSITE EDITS

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	GENERAL FUND	00107404462307	FEST02	THE PROMO AGENCY	05/03/2023	121148	BS97006683A	4,569.05	BIRTHDAY BASH FOAM CAN INSOLATORS
		00107054452310		ARAMARK - CHICAGO	05/03/2023	121061	6150168312	29.98	FIRST AID COMM CENTER
	GENERAL FUND - Summary							**6,725.03**	
	PALMER HILLS GOLF COURSE	56007154941208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523E	1,430.00	UNEMPLOYMENT/HAMILTON,J.L
		56007134941208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523N	5,030.00	UNEMPLOYMENT/CLARKE,M.
		56007134941208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523I	897.23	UNEMPLOYMENT/RUSSELL,J.
		56007134942299		FOOD DRINK FRIENDS INC.	04/13/2023	2300556	04012023	4,000.00	APRIL 2023 GRILL PAYMENT
PARKS & RECREATION		56007154941208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523H	1,098.00	UNEMPLOYMENT/STUART,T.
		56007134941208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523G	2,200.56	UNEMPLOYMENT/MARSH,J.
		56007114942310		ARAMARK - CHICAGO	05/03/2023	121061	6150167802	29.98	CLUBHOUSE FIRST AID SERVICES
		56007134941208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523D	104.25	UNEMPLOYMENT/MELTON, A.
	PALMER HILLS GOLF COURSE - Summary							**14,790.02**	
	ROAD USE FUND	20607084201208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523K	2,450.00	UNEMPLOYMENT/BATES,M.
	ROAD USE FUND - Summary							**2,450.00**	
PARKS & RECREATION - Summary								**23,965.05**	
	GENERAL FUND	00103104101303		DAVID F WILLIAMS	05/03/2023	121078	1002	300.00	LODGE CLEANING FEE PD CHAPLAIN CONF
		00103114102304		STOP STICK, LTD.	05/03/2023	121140	0028871-IN	116.00	STOP STICK REPLACEMENT SLEEVES
POLICE		00103114101209		UNIFORM DEN, INC.	05/03/2023	121157	112684	183.90	UNIFORM PANTS (STREEPY)
		00103114102202		QUAD CITY TIMES	05/03/2023	121127	150472	25.27	PROPERTY NOTICE/CASEL
		00103114101209		UNIFORM DEN, INC.	05/03/2023	121157	112345-01	215.85	UNIFORM WEAR (MERRITT)
		00103114102202		QUAD CITY TIMES	05/03/2023	121127	150474	25.27	PROPERTY NOTICE/LEVY

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
POLICE	GENERAL FUND	00103154102299		SCOTT COUNTY SHERIFF'S OFFICE	05/03/2023	121139	2023-111	2,175.00	BOOKING FEES (MARCH)
		00103114102202		QUAD CITY TIMES	05/03/2023	121127	150473	25.27	PROPERTY NOTICE/GAMBLETON
		00103114102202		QUAD CITY TIMES	05/03/2023	121127	150475	33.47	FOUND PROPERTY NOTICE
	GENERAL FUND - Summary							**3,100.03**	
POLICE - Summary								**3,100.03**	
	AQUATIC CENTER FUND	57505264942299	2301PL	MILLENNIUM WASTE, INC.	05/03/2023	121113	3486508T081	75.00	ADDITIONAL DUMPSTER - SPL ASH LANDING
	AQUATIC CENTER FUND - Summary							**75.00**	
	FMLY MUSEUM/ARTS &SCIENCE	55505254942299	2300FM	ARAMARK - CHICAGO	05/03/2023	121061	6150164867	65.60	ENTRY RUGS - FIRST AID - FAMILY MUSEUM
		55505264942299	2301FM	ARAMARK - CHICAGO	05/03/2023	121061	6150168318	65.60	ENTRY RUGS
		55505264942307	2301FM	THE HOME DEPOT PRO	05/03/2023	121147	740893177	161.10	CARPET CLEANING BONNETS- FAM MUS
		55505264942299	2301FM	MILLENNIUM WASTE, INC.	05/03/2023	121113	3486328T081	150.00	DUMPSTER SERVICE - FAMILY MUSEUM
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**442.30**	
PUBLIC WORKS	GENERAL FUND	00105264642299	2301LB	ARAMARK - CHICAGO	05/03/2023	121061	6150168323A	33.20	ENTRY RUG SERVICE
		00105254642299	2300MC	THYMET PEST CONTROL	05/03/2023	121150	138262	58.00	PEST CONTROL- MAINT CENTE R
		00105254642307	2300MC	JOHNSON H2O EQUIPMENT, INC.	05/03/2023	121098	89279	320.74	WATER FILTER RO- MAINT CE NTER
		00105264642307	2301LB	THE HOME DEPOT PRO	05/03/2023	121147	739382943	314.73	CUSTODIAL SUPPLIES - LIBRARY
		00105724422307		PROFORMA XTREME	05/03/2023	121125	BT51001914AC	270.06	INSPECTION BOOKS
		00105264642299	2301MC	ARAMARK - CHICAGO	05/03/2023	121061	6150168302A	64.60	ENTRY RUGS MAINT CTR
		00105724422307		ADEL WHOLESALERS, INC.	05/03/2023	121057	2105744	28.65	PLUMBING ITEMS
		00105724421208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523J	2,450.00	UNEMPLOYMENT/BATES,M.
		00105264642299	2301MC	ARAMARK - CHICAGO	05/03/2023	121061	6150168315C	55.70	ENTRY RUGS- MAINT CENTER
		00105254642299	2300CH	ARAMARK - CHICAGO	05/03/2023	121061	6150164824	94.58	ENTRY RUGS - FIRST AID - CITY HALL

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00105264642299	2301CC	ARAMARK - CHICAGO	05/03/2023	121061	6150168312A	39.80	RUG SERVICE COMM CENTER
		00105264642299	2301CC	MILLENNIUM WASTE, INC.	05/03/2023	121113	3486327T081	60.00	DUMPSTER SERVICE - COMM CTR
		00105724422307		ADEL WHOLESALERS, INC.	05/03/2023	121057	2106487	279.72	TOILET ITEMS
		00105724422323		ULINE, INC.	05/03/2023	121156	161834287	2,946.69	TRASH CANS, DOG STATION
		00105264642299	2301LB	MILLENNIUM WASTE, INC.	05/03/2023	121113	3486329T081	60.00	DUMPSTER SERVICE -LIBRARY
		00105254642299	2300LB	ARAMARK - CHICAGO	05/03/2023	121061	6150164870	93.16	ENTRY RUGS - FIRST AID - LIBRARY
		00105724422307		PPG ARCHITECTURAL FINISHES	05/03/2023	121124	94520286190	152.41	PAINT FOR FIELDS
		00105724422299		MILLENNIUM WASTE, INC.	05/03/2023	121113	3486358T081	300.00	DEVILS GLEN DUMPSTER
		00105724421208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523L	3,168.00	UNEMPLOYMENT/MILLER,S.
	GENERAL FUND	00105724422299		S J SMITH CO. INC.	05/03/2023	121136	688958	69.85	GAS, 02 SUPPLY
		00105264642299	2301CH	MILLENNIUM WASTE, INC.	05/03/2023	121113	3486334T081	85.00	DUMPSTER SERVICE - CITY HALL
PUBLIC WORKS		00105724422299		MILLENNIUM WASTE, INC.	05/03/2023	121113	3486325T081	300.00	PARK MAINTENANCE DUMPSTER
		00105254642101	2300MC	MIRACLE METHOD OF THE QUAD CITIES	05/03/2023	121115	INV-3871220	15,369.00	RESTROOM REFINISH MAINT CENTER
		00105254642101	2300MC	ADEL WHOLESALERS, INC.	05/03/2023	121057	2106906	196.22	TOILET AND URINAL GASKETS - MAIN CENTER
		00105724421208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523C	1,929.64	UNEMPLOYMENT/GOETSCH,D.
		00105254642299	2300CC	ARAMARK - CHICAGO	05/03/2023	121061	6150164861	69.78	ENTRY RUGS - FIRST AID - COMM CTR
		00105724422323		UNIPAK CORPORATION	05/03/2023	121158	24610	2,792.00	TRASH BAGS
		00105254642299	2300MC	ARAMARK - CHICAGO	05/03/2023	121061	6150164865	124.65	ENTRY RUGS - FIRST AID - MAINT CTR
		00105254642101	2300CC	ELECTRICAL ENGINEERING & EQUIP. CO.	05/03/2023	121080	7536201-00	375.00	PREVENTIVE MAINT GENERATO R- COMM CENTER
	GENERAL FUND	**- Summary**						**32,101.18**	
	MUNICIPAL GARAGE	68305204942324		TITAN MACHINERY, INC.	05/03/2023	121151	59475	-103.00	RETURN CREDIT
		68305204942324		TITAN MACHINERY, INC.	05/03/2023	121151	18176284GP	410.00	BUSHING

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68305204942104		EASTERN IOWA TIRE, INC.	05/03/2023	121079	100140159	2,235.91	TIRE REPAIRS
		68305204942324		THOMPSON TRUCK & TRAILER INC.	05/03/2023	121149	X103131794:01	51.63	THERMOSTAT
		68305204942104		ELLIOTT EQUIPMENT CO.	05/03/2023	121081	172013	1,739.05	1613 REPAIR
		68305204942324		CARQUEST AUTO PARTS STORE	05/03/2023	121069	6604-416329	125.18	AC VALVE
		68305204942324		NORTHERN TOOL & EQUIPMENT	05/03/2023	121120	4331106218	44.99	WIRE
		68305204942324		NAPA - DAVENPORT	05/03/2023	121119	796995	199.60	WHEEL NUT
		68305204942324		MILLS CHEVROLET COMPANY	05/03/2023	121114	5144645	277.28	ROTOR
		68305204942104		INTERSTATE POWER SYSTEMS, INC.	05/03/2023	121094	R014084737	15,162.95	PARTS & LABOR
		68305204942324		ELLIOTT EQUIPMENT CO.	05/03/2023	121081	172413	565.50	TOGGLE CLAMP
		68305204942104		MILLS CHEVROLET COMPANY	05/03/2023	121114	6327710	1,149.93	1602 REPAIR
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942231		ARAMARK - CHICAGO	05/03/2023	121061	6150164859	45.55	LAUNDRY
		68305204942324		MILLS CHEVROLET COMPANY	05/03/2023	121114	5144629	625.03	PAD KIT
		68305204942324		MACQUEEN EQUIPMENT	05/03/2023	121106	P19451	-1,252.06	CONTROL BOX CREDIT
		68305204942307		LAWSON PRODUCTS, INC.	05/03/2023	121101	9310495399	87.74	SHOP SUPPLIES
		68305204942104		LINDQUIST FORD, INC.	05/03/2023	121102	386387	235.41	DOOR MOULDING
		68305204942324		EASTERN IOWA TIRE, INC.	05/03/2023	121079	100139818	544.58	TIRES
		68305204942324		TERMINAL SUPPLY COMPANY	05/03/2023	121143	34749-00	133.16	BOLT BIN
		68305204942324		MACQUEEN EQUIPMENT	05/03/2023	121106	P19421	1,094.42	ELEC ENCLOSURE
		68305204942104		H & H CAR CARE & TOWING, LLC	05/03/2023	121087	54351	180.00	CHILLER TOW
		68305204942324		MACQUEEN EQUIPMENT	05/03/2023	121106	P19299	1,271.76	CONTROL BOX
		68305204942324		MILLS CHEVROLET COMPANY	05/03/2023	121114	5144661	335.99	PUMP
		68305204942104		H & H CAR CARE & TOWING, LLC	05/03/2023	121087	54098	180.00	1702 REPAIR

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68305204942324		CARQUEST AUTO PARTS STORE	05/03/2023	121069	6604-416859	31.84	BRAKE HOSE
		68305204942307		S J SMITH CO. INC.	05/03/2023	121136	688771	184.45	GAS SUPPLY
		68305204942352		RILCO FLUID CARE, INC.	05/03/2023	121133	471295	1,034.00	FLUIDS
		68305204942324		REXCO EQUIPMENT CO.	05/03/2023	121132	P40819	184.58	FUEL FILTER
		68305204942104		EASTERN IOWA TIRE, INC.	05/03/2023	121079	100140098	2,474.97	ENGINE 4 TIRE REPLACEMENT
		68305204942324		NAPA - DAVENPORT	05/03/2023	121119	796810	104.79	WHEEL NUT
		68305204942324		CARQUEST AUTO PARTS STORE	05/03/2023	121069	6604-416898	26.76	OIL FILTER
		68305204942324		NAPA - DAVENPORT	05/03/2023	121119	8112022	-115.03	ACCOUNT CREDIT
		68305204942324		MACQUEEN EQUIPMENT	05/03/2023	121106	P19295	3,381.45	AIR CYLINDER
		68305204942324		NOTT COMPANY	05/03/2023	121121	4573118-00	479.97	HOSE
		68305204942231		ARAMARK - CHICAGO	05/03/2023	121061	6150168306	45.55	LAUNDRY
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942324		LINDQUIST FORD, INC.	05/03/2023	121102	386625	112.48	BRAKE KIT
		68305204942324		LINDQUIST FORD, INC.	05/03/2023	121102	386604	840.50	BRAKE KIT
		68305204942324		TRUCK COUNTRY OF IOWA	05/03/2023	121152	X106485978:01	2,071.84	PIPE
		68305204942324		CARQUEST AUTO PARTS STORE	05/03/2023	121069	6604-416542	77.89	SOCKET
		68305204942104		ELLIOTT EQUIPMENT CO.	05/03/2023	121081	172405	1,561.24	1611 REPAIR
		68305204942310		ARAMARK - CHICAGO	05/03/2023	121061	6150168315	14.99	FIRST AID SUPPLIES
		68305204942324		TITAN MACHINERY, INC.	05/03/2023	121151	58656	-6.75	RETURN CREDIT
		68305204942104		EASTERN IOWA TIRE, INC.	05/03/2023	121079	100140520	690.10	TIRE REPAIRS
		68305204942324		CUMMINS INC.	05/03/2023	121076	J9-68510	36.91	COUPLING
		68305204942324		CARQUEST AUTO PARTS STORE	05/03/2023	121069	6604-416847	218.68	BRAKE CALIPER
		68305204942324		CARQUEST AUTO PARTS STORE	05/03/2023	121069	6604-416556	223.13	SPARK PLUGS

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	MUNICIPAL GARAGE - Summary							**39,014.94**	
	PALMER HILLS GOLF COURSE	56005254942101	2300GC	ADEL WHOLESALERS, INC.	05/03/2023	121057	2106905	19.19	REPLACEMENT DRAIN- PALMER HILLS
		56005264942299	2301GC	ARAMARK - CHICAGO	05/03/2023	121061	6150167802A	17.00	ENTRY RUG SERVICE-PALMER HILLS
	PALMER HILLS GOLF COURSE - Summary							**36.19**	
		20605114202307		RIVERSTONE GROUP INC.	05/03/2023	121134	1199309	481.60	UPM MIX
		20605114202310		QUAD CITY SAFETY, INC.	05/03/2023	121126	3078620	144.00	GLOVES
		20605304232307		TEMPLE EDGE-LIT	05/03/2023	121142	INV0227823	3,336.26	LIGHTED STREET NAME SIGN
		20605014292306		ARAMARK - CHICAGO	05/03/2023	121061	6150168315A	29.98	FIRST AID- ENGINEERING
		20605114202307		PROFORMA XTREME	05/03/2023	121125	BT51001914AA	270.06	INSPECTION BOOKS
		20605114202307		LOGAN CONTRACTORS SUPPLY, INC.	05/03/2023	121103	B59827	66.00	CONCRETE TUBE
		20605304232307		GRAYBAR (DATA)	05/03/2023	121086	9331697443	1,188.68	LOCATE WIRE
		20605114202307		MANATT'S INC.	05/03/2023	121107	5094004	311.50	C3WR
PUBLIC WORKS		20605014292306		IMPERIAL	05/03/2023	121092	288002:258303	57.35	COFFEE & CREAMER
	ROAD USE FUND	20605024251208		IOWA WORKFORCE DEVELOPMENT	04/19/2023	2300551	041523B	7,163.00	UNEMPLOYMENT/TISUE, G
		20605114202307		RIVERSTONE GROUP INC.	05/03/2023	121134	1201099	163.80	UPM
		20605114202310		ARAMARK - CHICAGO	05/03/2023	121061	6150168315B	29.98	FIRST AID- OPERATIONS
		20605304232108		MID AMERICAN ENERGY	05/03/2023	121111	538430131	49.72	HOPEWELL & MIDDLE SIGNAL
		20605114202307		RIVERSTONE GROUP INC.	05/03/2023	121134	1201100	362.62	DOWN COMM
		20605114202310		QUAD CITY SAFETY, INC.	05/03/2023	121126	3078401	194.70	GLOVES
		20605114202307		MANATT'S INC.	05/03/2023	121107	5094003	155.75	C3WR
		20605144232307		JOHNSON OIL COMPANY	05/03/2023	121099	7207640	7.92	FUEL FOR STAKE POUNDER
		20605014292306		CULLIGAN OF DAVENPORT	05/03/2023	121075	0505192	94.95	WATER - ENGINEERING
		20605144232307		FASTENAL COMPANY	05/03/2023	121083	IABET164382	255.86	SCREWS
		20605304232108		MID AMERICAN ENERGY	05/03/2023	121111	538422568	25.52	LIGHTING CAMERA

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	ROAD USE FUND	20605304232307		MILLENNIUM WASTE, INC.	05/03/2023	121113	3486640T081	50.00	TRAFFIC DUMPSTER 4/1/23 - 4/30/23
	ROAD USE FUND - Summary							**14,439.25**	
	SEWER UTILITY	52005104902310		QUAD CITY SAFETY, INC.	05/03/2023	121126	3078401A	194.70	GLOVES
		52005024901304		LARRY GREGORICH	04/19/2023	121031	409	451.80	HOTEL CHARGED WRONG CARD REFUND FOR HOTEL EXPENSE
		52005104902310		QUAD CITY SAFETY, INC.	05/03/2023	121126	3078620A	144.00	GLOVES
		52005104902307		MUNICIPAL PIPE TOOL CO, INC	05/03/2023	121117	33618	427.08	CABLE ASSEMBLY
		52005104902307		MACQUEEN EQUIPMENT	05/03/2023	121106	P19420	3,070.42	HOSE & REEL
	SEWER UTILITY - Summary							**4,288.00**	
	SOLID WASTE/ RECYCLING ENT	55005094912299		MIDWEST MAILWORKS INC.	05/03/2023	121112	242331A	1,705.62	02 BILLS
		55005064912130		TYLER TECHNOLOGIES	05/03/2023	121155	025-417457A	1,931.67	MAINTENANCE FEES
		55005094912310		QUAD CITY SAFETY, INC.	05/03/2023	121126	3078620B	144.00	GLOVES
		55005094912310		QUAD CITY SAFETY, INC.	05/03/2023	121126	3078401B	194.70	GLOVES
		55005094912299		MIDWEST MAILWORKS INC.	05/03/2023	121112	242435A	20.81	FINAL BILLS
		55005284912213		RUSH ROLL-OFF, INC.	05/03/2023	121135	4727	250.00	TIRE PICKUP
		55005094912307		PROFORMA XTREME	05/03/2023	121125	BT51001914A	270.06	INSPECTION BOOKS
		55005094912308		MIDWEST MAILWORKS INC.	05/03/2023	121112	41723A	5,000.00	POSTAGE - GARBAGE
	SOLID WASTE/RECYCLING ENT - Summary							**9,516.86**	
	STORM WATER UTILITY	58005194932307		PROFORMA XTREME	05/03/2023	121125	BT51001914AB	270.06	INSPECTION BOOKS
		58005194932310		QUAD CITY SAFETY, INC.	05/03/2023	121126	3078620C	144.00	GLOVES
		58005194932310		QUAD CITY SAFETY, INC.	05/03/2023	121126	3078401C	194.70	GLOVES
	STORM WATER UTILITY - Summary							**608.76**	
	TRANSIT	58505474922106		RAYNOR DOOR CO., INC. OF THE QC	05/03/2023	121130	135650	159.00	CAR WASH ENTRY OH DOOR RE PAIR-MAINT CENTER
		58505074922130		ETA TRANSIT SYSTEMS	05/03/2023	121082	3207	29,750.00	5Y CONTRACT ETA CAL/AVL

City of Bettendorf Council Accounts Payable, 05/02/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	TRANSIT	- Summary						29,909.00	
PUBLIC WORKS	- Summary							130,431.48	
Overall - Summary								2,020,819.14	

City of Bettendorf QCWCC Accounts Payable, 05/02/23 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description	
	QC WATERFRONT CONVENTION	59000002211000		TREASURER, STATE OF IOWA	04/17/2023	2300550	0-003-380-225	847.87	SALES TAX 03/01-03/31/23	
	QC WATERFRONT CONVENTION - Summary							**847.87**		
- Summary								**847.87**		
CAPITAL PROJECTS	QC WATERFRONT CONVENTION	59050504997074	AD0004	WILSON RESTAURANT SUPPLY, INC.	05/03/2023	3508	174937	96,294.92	FULL SIZE GAS OVENS	
	QC WATERFRONT CONVENTION - Summary							**96,294.92**		
CAPITAL PROJECTS - Summary								**96,294.92**		
QC WATERFRONT CONV CTR	QC WATERFRONT CONVENTION	59020014942101		TRI-CITY ELECTRIC CO	05/03/2023	3507	287923	1,967.35	QCWCC ELECTRICAL	NEW OVENS
		59020014942290		REPUBLIC SERVICES #400	05/03/2023	3506	0400-002256508	445.95	QCWCC GARBAGE	
		59020014942307		CONFERENCE TECHNOLOGIES, INC	05/03/2023	3505	INV046264	268.08	FACE PLATES QCWCC	
	QC WATERFRONT CONVENTION - Summary							**2,681.38**		
QC WATERFRONT CONV CTR - Summary								**2,681.38**		
Overall - Summary								**99,824.17**		

City of Bettendorf Parks Accounts Payable, 05/02/23 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00105724422299		PS3 ENTERPRISES, INC	05/03/2023	121173	146747	193.00	PORTA POTS - MCMANUS
00105724422299		PS3 ENTERPRISES, INC	05/03/2023	121173	146743	266.00	PORTA POTS - LEACH PARK
00105724422299		PS3 ENTERPRISES, INC	05/03/2023	121173	146746	193.00	PORTA POTS - AEA SOCCER F IELDS
00105724422299		PS3 ENTERPRISES, INC	05/03/2023	121173	146748	193.00	PORTA POTS - CC/SOCCER CO MPLEX
00105724422299		PS3 ENTERPRISES, INC	05/03/2023	121173	146744	73.00	PORTA POTS - VMP
00107034432299	REC026	JACOBY, EMLYN	04/26/2023	121053	042223	925.00	SPRING SOCCER PROGRAM MAN AGER - 4/9/23-4/22/23
00107034432350		ART MONUMENTS IN STONE CO.	05/03/2023	121164	041123	48.15	DOG PARK BRICK - OERTEL
40050504802299	1PK006	WASTYN & ASSOCIATES, INC.	04/26/2023	121056	2891	7,500.00	STRATEGIC PLANNING
56000002011000		M & M GOLF CARS, LLC	05/03/2023	121170	03312023	1,152.90	25.89% OF CART PAYABLES
56000002011400		JON WADDELL GOLF SHOP LLC	05/03/2023	121169	MAR23D	395.18	CLUB REPAIR
56000002011600		JON WADDELL GOLF SHOP LLC	05/03/2023	121169	MAR23C	-294.82	CITY'S 3%
56000002011600		JON WADDELL GOLF SHOP LLC	05/03/2023	121169	MAR23A	9,575.58	PROSHOP PAYABLES
56000002011600		JON WADDELL GOLF SHOP LLC	05/03/2023	121169	MAR23B	697.51	PROSHOP TAX
56000002011800		JON WADDELL GOLF SHOP LLC	05/03/2023	121169	MAR23E	7,995.00	LESSONS
56000002011900		JON WADDELL GOLF SHOP LLC	05/03/2023	121169	MAR23F	251.48	TAX EXEMPT SALES
56005254942101	PHG014	HOMETOWN PLG & HTG CO INC	05/03/2023	121168	69592	227.34	TURN WATER ON AT FORGE
56005254942108	2300GC	MID AMERICAN ENERGY	05/03/2023	121171	537873359	68.64	ELECTRICITY FOR SIGN AT P ALMER HILLS
56005254942307	STRM23	SUNBELT RENTALS, INC.	05/03/2023	121175	137927862-0002	466.00	BOOM LIFT
56007114942106		M & M GOLF CARS, LLC	05/03/2023	121170	302496	105.92	REPAIRS TO RANGE PICKER
56007114942304		SRIXON USA, INC.	05/03/2023	121174	7399392SO	3,000.00	RANGE BALLS
56007114942306		BETTENDORF OFFICE PRODUCTS,INC	05/03/2023	121165	0473205-001	2.59	RUBBER BANDS
56007134942215		AIRGAS NORTH CENTRAL	05/03/2023	121163	9995813331	76.71	GAS TANK RENTALS
56007154942299		BOYLERS ORNAMENTAL IRON, INC.	05/03/2023	121166	23073402	1,985.00	TEE MARKERS
56007154942299		MILLENNIUM WASTE, INC.	05/03/2023	121172	3486532T081	420.40	GARBAGE DISPOSAL
56007154942299		MILLENNIUM WASTE, INC.	05/03/2023	121172	3457379T081	-144.96	CREDIT - GARBAGE DISPOSAL

City of Bettendorf Parks Accounts Payable, 05/02/23 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
56007154942299		PS3 ENTERPRISES, INC	05/03/2023	121173	146742	226.50	PORTA POTS - PALMER HILLS
56007154942325		D & K PRODUCTS	05/03/2023	121167	05888CM	-579.00	WETTING AGENT RETURN
56007154942325		D & K PRODUCTS	05/03/2023	121167	64193IN	21,541.00	CHEMICALS
56007154942325		D & K PRODUCTS	05/03/2023	121167	64194IN	630.00	WETTING AGENT
56007154942325		VAN DIEST SUPPLY COMPANY	05/03/2023	121176	26333	1,069.88	CHEMICALS
Overall - Total						**58,260.00**	