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

TUESDAY, JUNE 20, 2023
6:30 P.M.

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

AGENDA

I. OPERATIONAL ITEMS

- Resolution approving a site development plan for 5019 Hopewell Avenue, submitted by First Assembly of God/ Hope Church (Case 23-029) – Community Development Director Mark Hunt ***(See Items to Appear 13)***

- Resolution approving the final plat for Hopewell Farm Second Addition (replat of Hopewell Farm First Addition), submitted by CT Creek (Case 23-028) – Community Development Director Mark Hunt ***(See Items to Appear 14)***

II. CONSENT AGENDA ITEMS

- Resolution authorizing the Mayor and City Administrator to sign an agreement with Iowa Communities Assurance Pool for Liability, Property Insurance, and IMWCA for Worker's Compensation Insurance Coverage for the period of July 1, 2023, through June 30, 2024 – HR Director Kathleen Richlen ***(See Consent J)***

III. REMAINING CONSENT AGENDA ITEMS

IV. ITEMS ADDED BY MAYOR AND COUNCIL

V. ADJOURN

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

CITY OF BETTENDORF CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL

TUESDAY, JUNE 20, 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 Chaplain and Reverend of Our Lady of Lourdes Catholic Church, Father Jason Crossen

4. **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.

5. **ORDINANCE**
   Council Member Naumann to present the third reading of an ordinance approving the 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 Intensity (Case 23-013)

6. **ORDINANCE**
   Council Member Palczynski to present the third reading of an ordinance approving the 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 Low Intensity (Case 23-021)

7. **ORDINANCE**
   Council Member Baden to present the third reading of an ordinance rezoning 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)

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

8. **ORDINANCE**
   Council Member Brown to present the third reading of an ordinance rezoning 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 (Case 23-017)

9. **ORDINANCE**
   Council Member Baden to present the third reading of an ordinance rezoning 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) (Case 23-022)

10. **ORDINANCE**
    Council Member Sechser to present the third reading of an ordinance rezoning 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 (Case 23-023)

11. **ORDINANCE**
    Council Member Brown to present the third reading of an ordinance rezoning 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) (Case 23-024)

12. **ORDINANCE**
    Council Member Connors to present the third reading of an ordinance rezoning of 5019 Hopewell Avenue (Lot 1, Hopewell Farm First Addition), A-1 Agricultural/Urban Reserve District to R-3 Mixed Residential District (Case 23-018)

13. **RESOLUTION**
    Council Member Connors to present a resolution approving a site development plan for 5019 Hopewell Avenue, submitted by First Assembly of God/ Hope Church (Case 23-029)

14. **RESOLUTION**
    Council Member Sechser to present a resolution approving the final plat of Hopewell Farm Second Addition (replat of Hopewell Farm First Addition), submitted by CT Creek (Case 23-028)

15. **CONSENT AGENDA**

16. **ADJOURN**

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

CONSENT AGENDA
JUNE 20, 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 June 6, 2023 (Approve and Adopt)

B. Resolution authorizing the Director of Finance to issue a purchase order to Tyler Technologies, Inc. for the maintenance service of Incode, utility billing software, used for the management and collection of customer payments for sewer and solid waste collection services. (Approve and Adopt)

C. Resolution awarding a one-year contract for Saturday Fixed Route Transit Services for the City's Transit System to River Bend Transit. (Approve and Adopt)

D. Resolution awarding a one-year contract for Demand Response/ Paratransit Services for the City's Transit System to River Bend Transit. (Approve and Adopt)

E. Resolution approving a professional services agreement with Olsson Engineering for final engineering design of the Forest Grove Drive and Devils Glen Road Traffic Signalization Project. (Approve and Adopt)

F. Resolution approving a professional services agreement with Shive-Hattery, Inc. for the Heatherstone Road Stabilization Project. (Approve and Adopt)

G. Resolution supporting an application for an Iowa Department of Transportation State Recreational Trails Grant for the Middle Road Recreational Trail Extension from Hopewell Avenue to Forest Grove Drive. (Approve and Adopt)

H. Resolution authorizing the Director of Public Works to issue a purchase order to Walter D. Laud, Inc. for full depth patching at Public Works. (Approve and Adopt)

I. Resolution approving the Civil Service List submitted for the Fleet Manager position in the Public Works Department. (Approve and Adopt)

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

J. Resolution authorizing the Mayor and City Administrator to sign an agreement with Iowa Communities Assurance Pool for Liability, Property Insurance, and IMWCA for Worker's Compensation Insurance Coverage for the period of July 1, 2023, through June 30, 2024. (Approve and Adopt)

K. Resolution reappointing Jodie Behrens, Meghan Corbin, and Patricia Judge to the City of Bettendorf's Family Museum Board of Trustees. (Approve and Adopt)

L. Resolution reappointing Betsy Flaherty, Gregg Machetta, and Maxim Pikulskiy to the City of Bettendorf's Parks Advisory Board. (Approve and Adopt)

M. Resolution approving mobile food unit renewals and requests for Arty's Ice Cream & Grill; Floyd's Burgers & Sliders; and Nina's Tacos Curbside. (Approve and Adopt)

N. Resolution approving alcohol license renewals and requests for The Summit; Trattoria Tiramisu; Jimmy's Pancake House; Adventurous Brewing; The Vintage Wine Bar; Los Amigos; QC Mart (18th St location); Walgreens #06553 and #05512; and Old Chicago. (Approve and Adopt)

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

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

COUNCIL LETTER

MEETING DATES: May 2, 2023 (SPH)
May 16, 2023 (HPH)
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.

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
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November 2002 (Ordinance 29-02)
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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
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.

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).

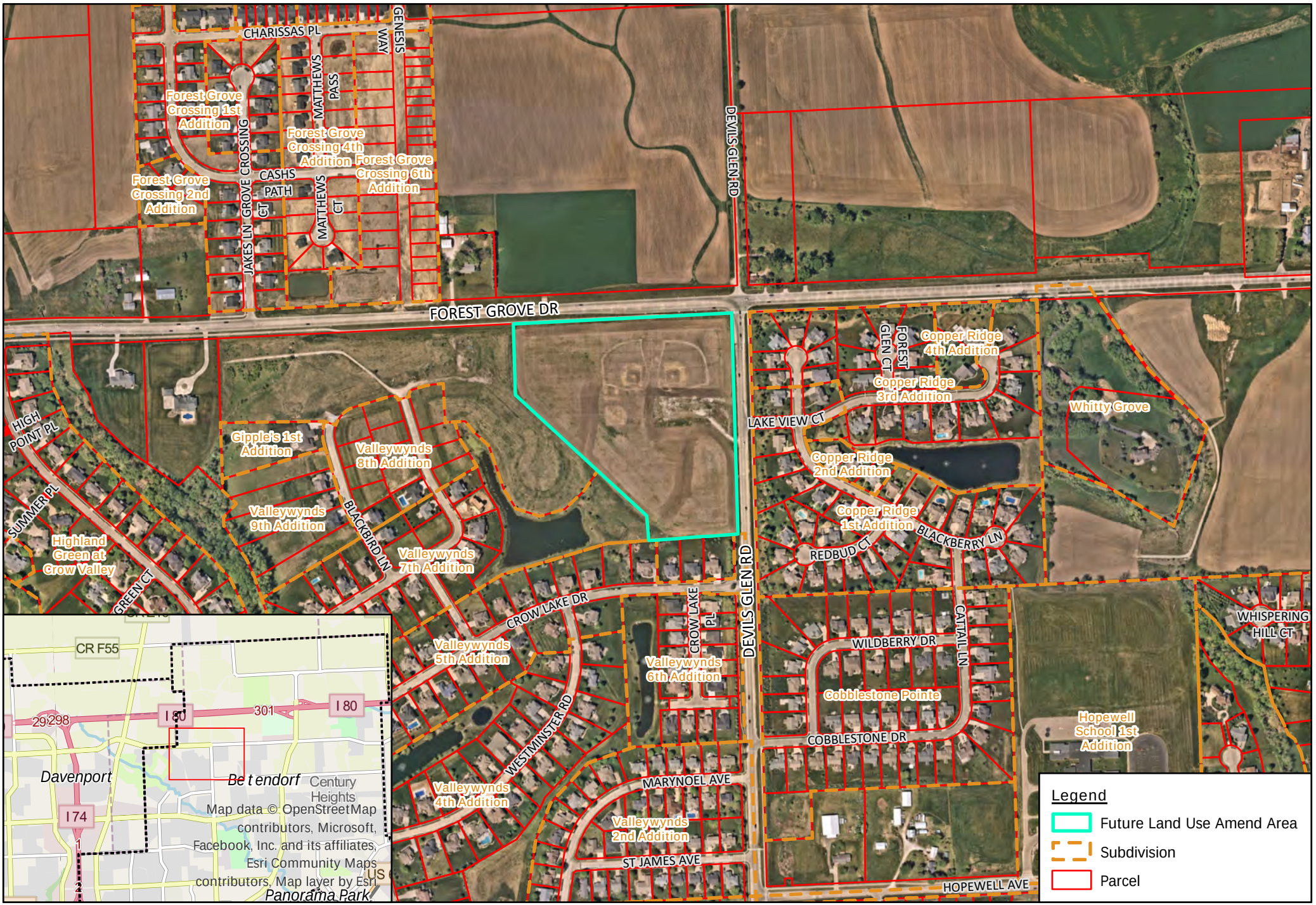
Respectfully submitted,

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

0 212.5 425 850 1,275 Feet



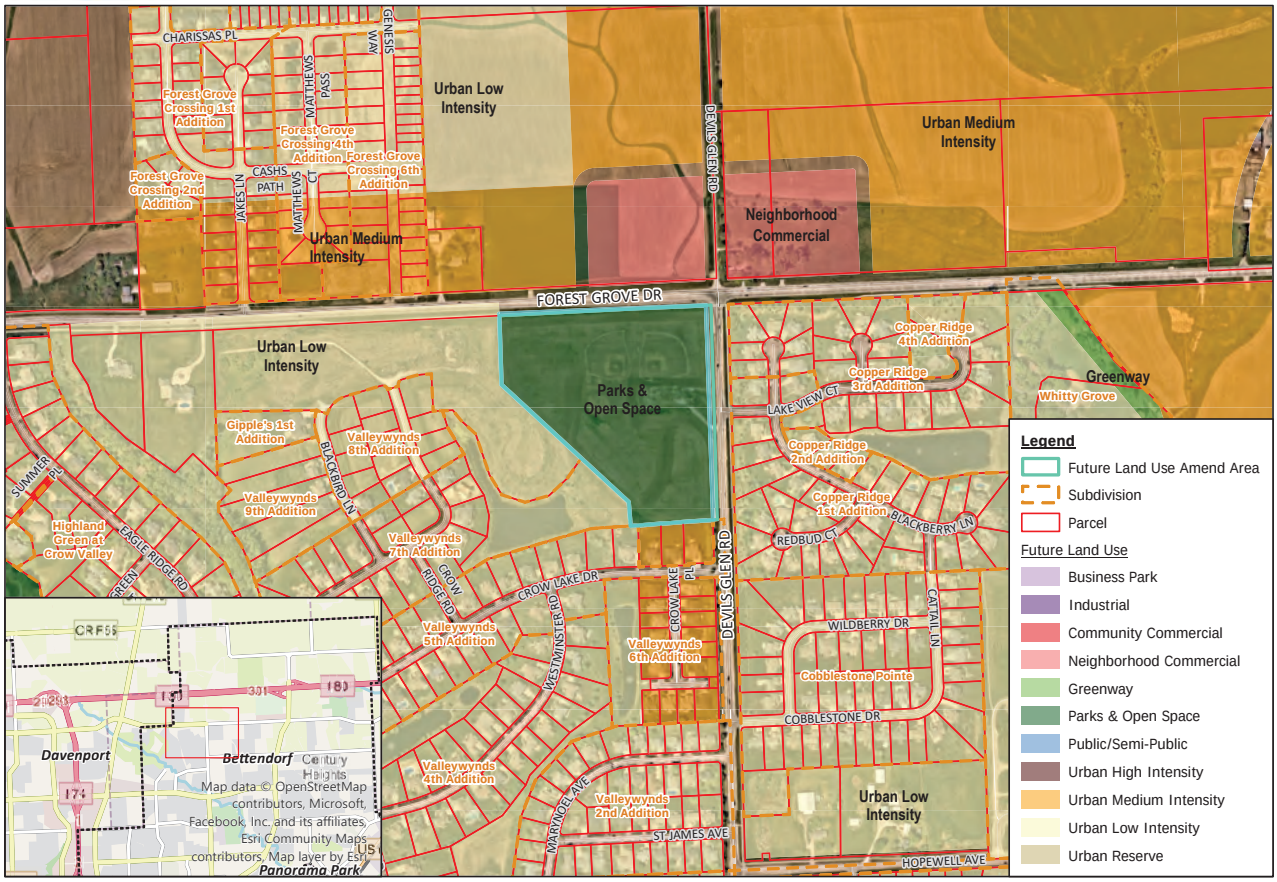
Legend

- 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

1 Inch = 542 Feet
0 212.5 425 850 1,275 Feet

N



Legend

- Future Land Use Amend Area
- Subdivision
- Parcel

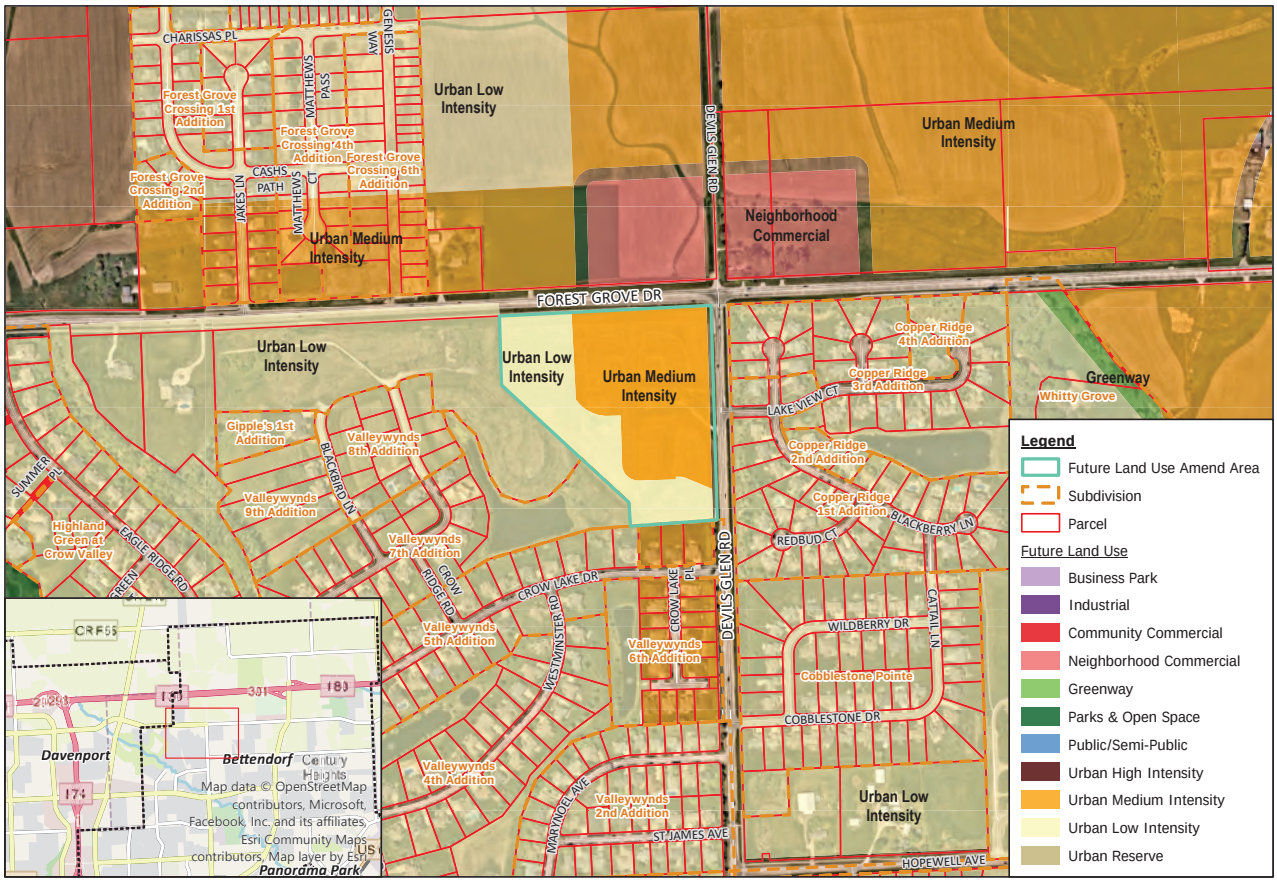
Future Land Use

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

Case 23-013, 021: SW of Devils Glen Rd. & Forest Grove Dr.
Future Land Use Amendments
Proposed Future Land Uses

1 Inch = 542 Feet
0 212.5 425 850 1,275 Feet

N



Legend

- Future Land Use Amend Area
- Subdivision
- Parcel

Future Land Use

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

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)

'LIL FENWAY

WATER MAIN

'LIL WRIGLEY

FUTURE EXPANSION OF OUTFIELD FENCE

60.00'

30.00' SETBACK

508' ±

16' HIGH CHAIN LINK FENCE

MCB DEVELOPMENT

PRACTICE PITCHER'S MOUNDS

290'±

60'±

CHIP AND SEAL SURFACED PARKING LOT AND DRIVES

613' ±

DEVIL'S GLEN ROAD

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

560' ±

105' ±

24' ±

725

LEGEND

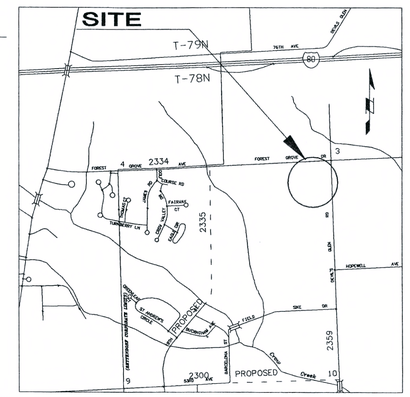
- UTILITY POLE
- FIRE HYDRANT
- WATER VALVE
- FLOW DIRECTION
- OHE — ELECTRIC LINE
- WATER LINE
- EASEMENT/SETBACK LINE

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
MAYOR
CLERK
DATE: 7-6-99
APPROVED AS SPECIFIED IN
RESOLUTION # 249-99

SITE



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

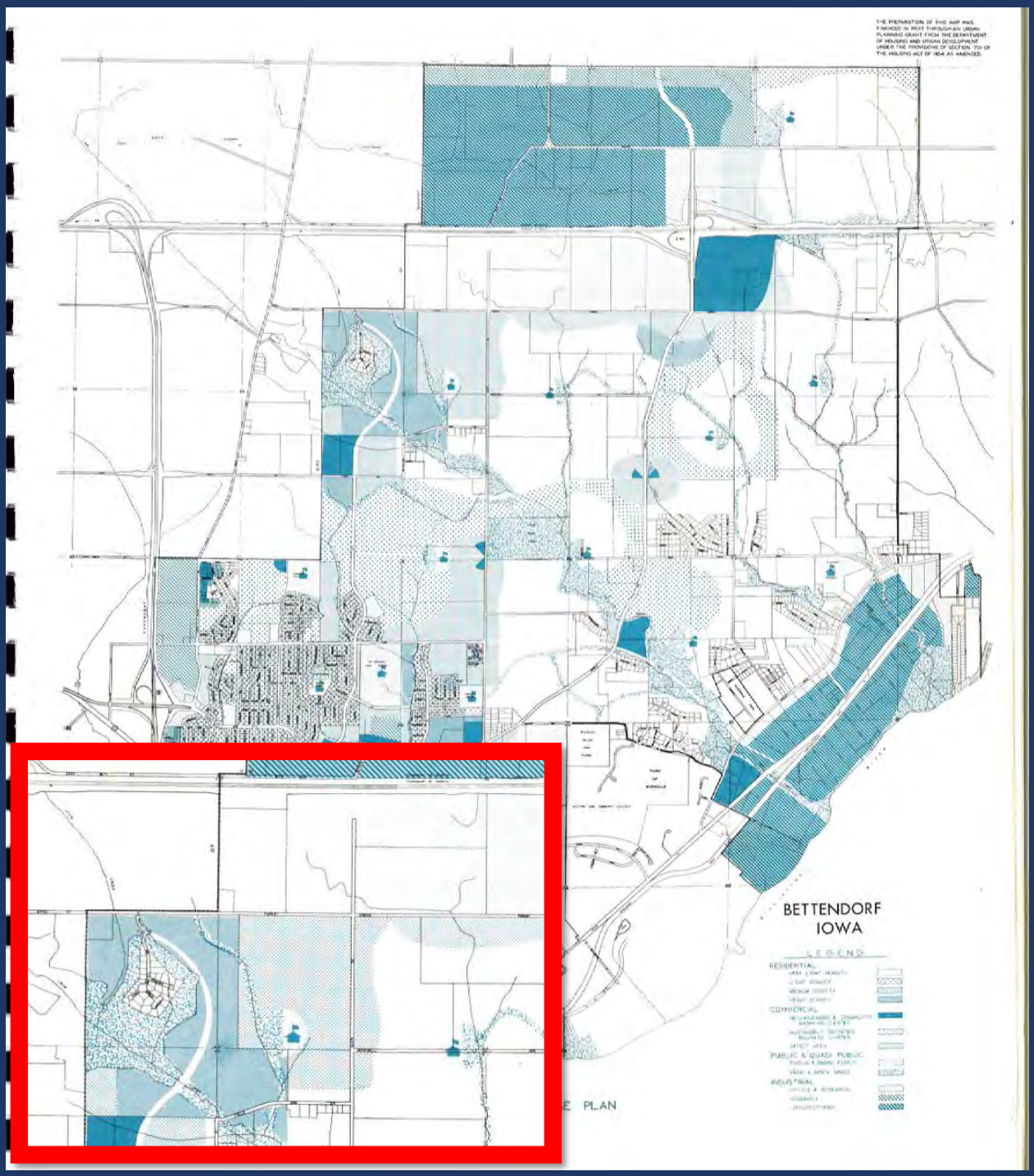
PROJECT NO. 399221-0

SHEET NO.
C1.1

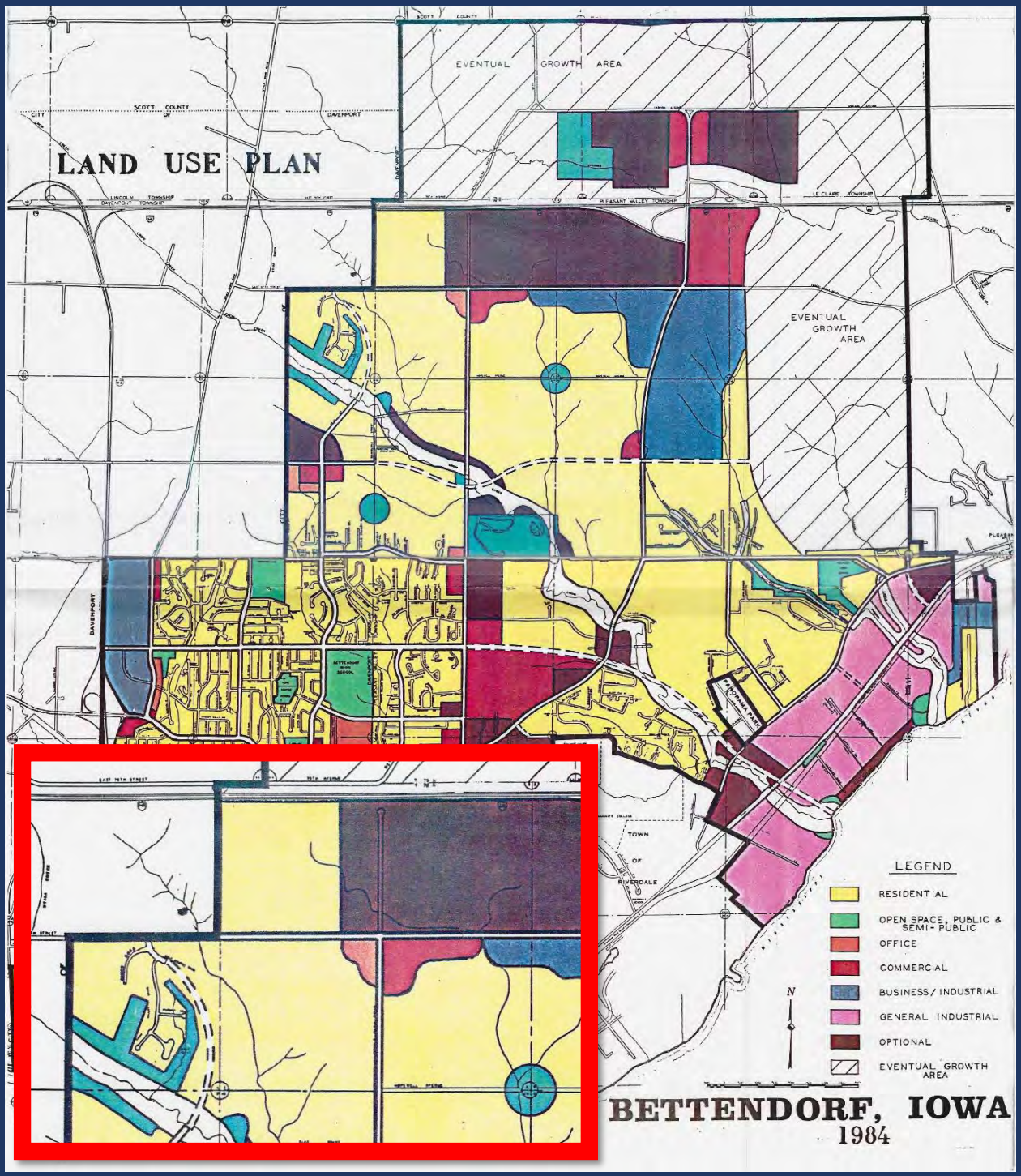
JUN - 7 1999

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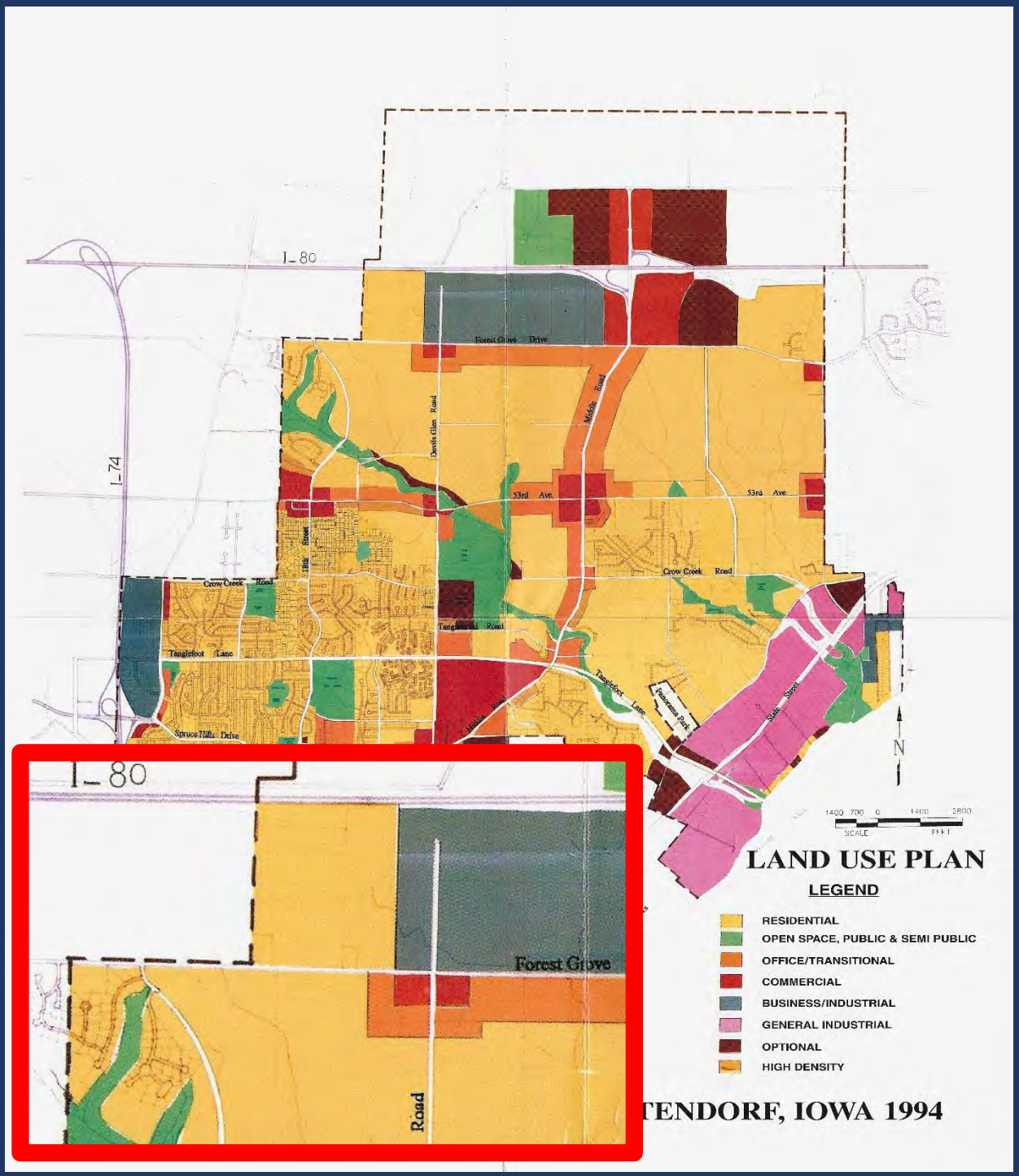
Future Land Use Map - 1973



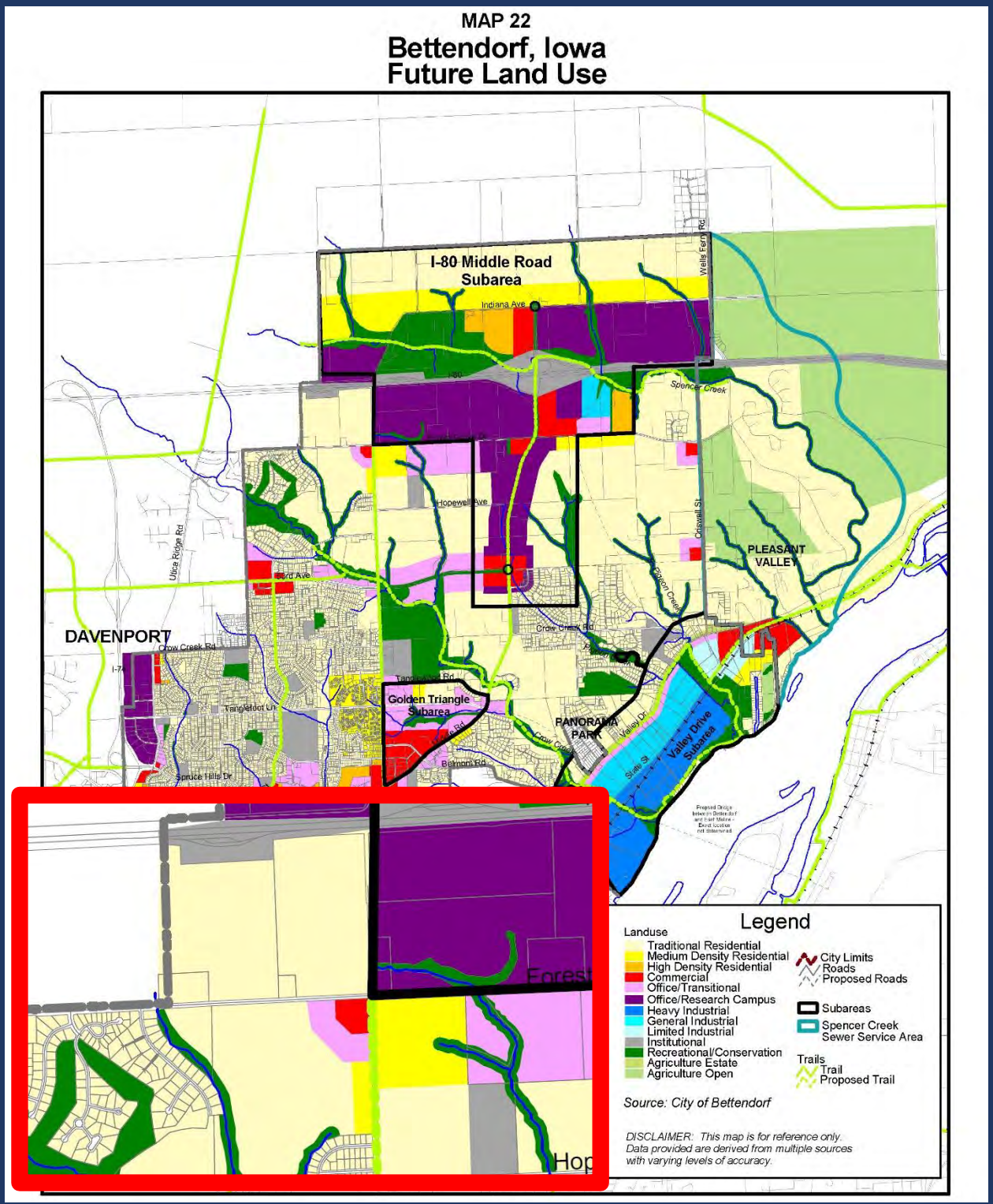
Future Land Use Map - 1984



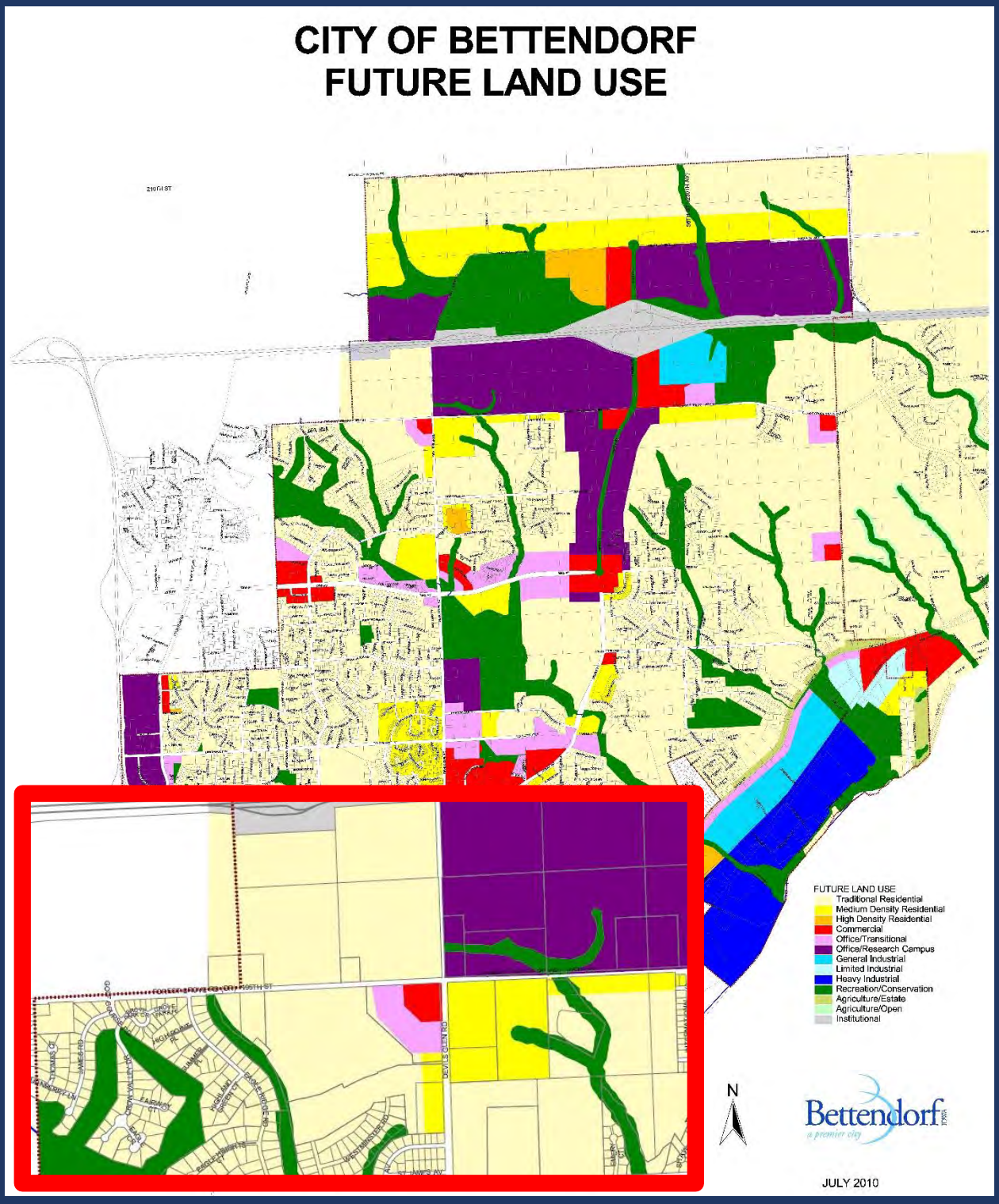
Future Land Use Map - 1994



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.

****PLEASE NOTE:** On May 12, 2023, the City Clerk received a Property Owner's Protest of a Rezoning Petition with respect to these matters. The protest petition is attached hereto, however, staff has not yet analyzed the protest in relation to whether a super majority voting requirement is triggered under City Code Section 11-15-13.

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; (D) Property Owner's Protest of a Rezoning Petition.

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 COMMUNITY 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 R-1 Single-Family Residence District
23-022 C-1 Neighborhood Commercial District to C-2 Community Commercial 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.

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.

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:

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 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 conditions:

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.

2. The maximum permitted height of the townhouse structures shall be thirty-five (35) feet.

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.

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.

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.

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

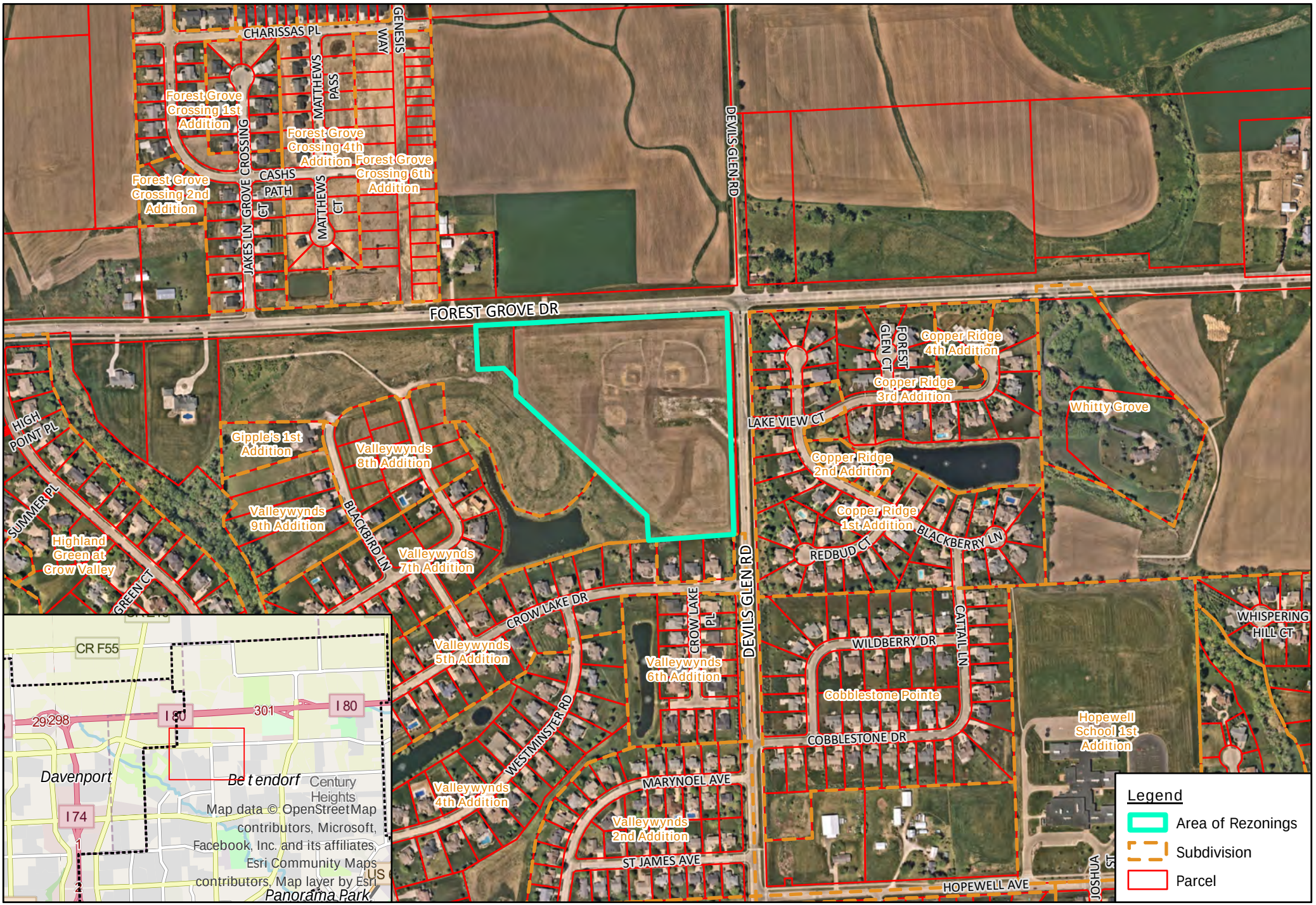
Respectfully submitted,

Taylor Beswick
City Planner

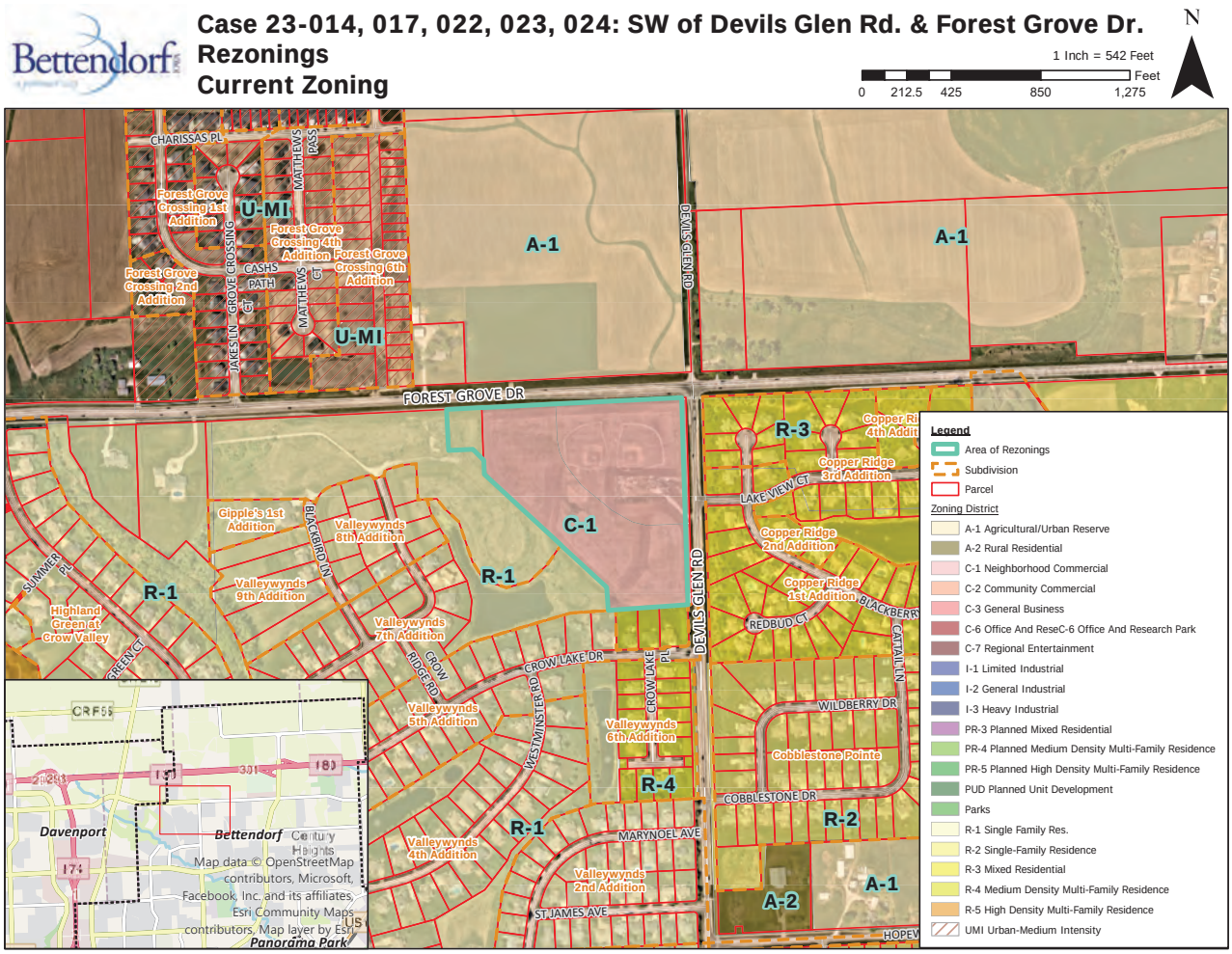
Case 23-014; 017; 022; 023; 024: SW of Devils Glen Rd. & Forest Grove Dr. Rezonings
Aerial

1 Inch = 542 Feet

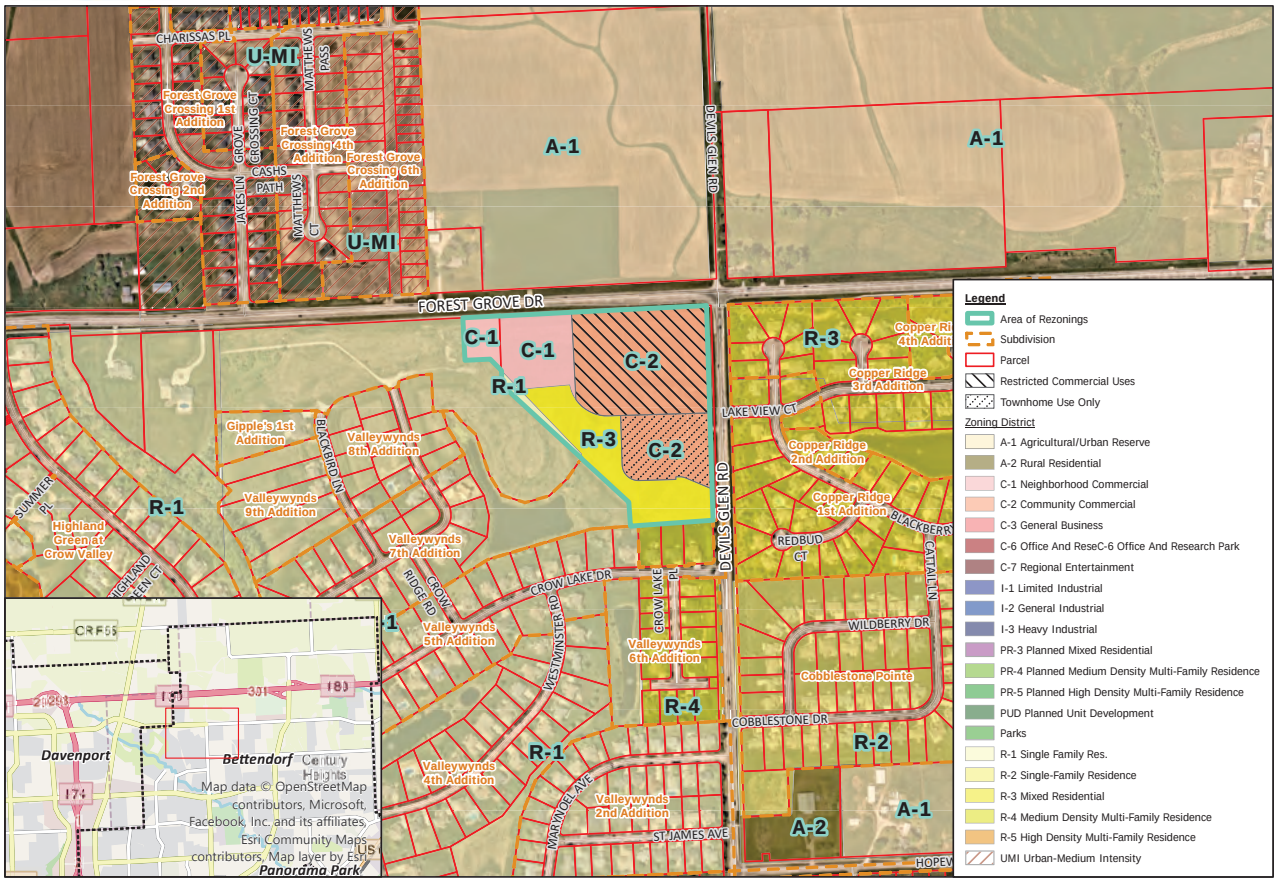
0 212.5 425 850 1,275 Feet



Case 23-014, 017, 022, 023, 024: SW of Devils Glen Rd. & Forest Grove Dr.
Rezonings
Current Zoning



Case 23-014, 017, 022, 023, 024: SW of Devils Glen Rd. & Forest Grove Dr.
Rezonings
Proposed Zoning



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.

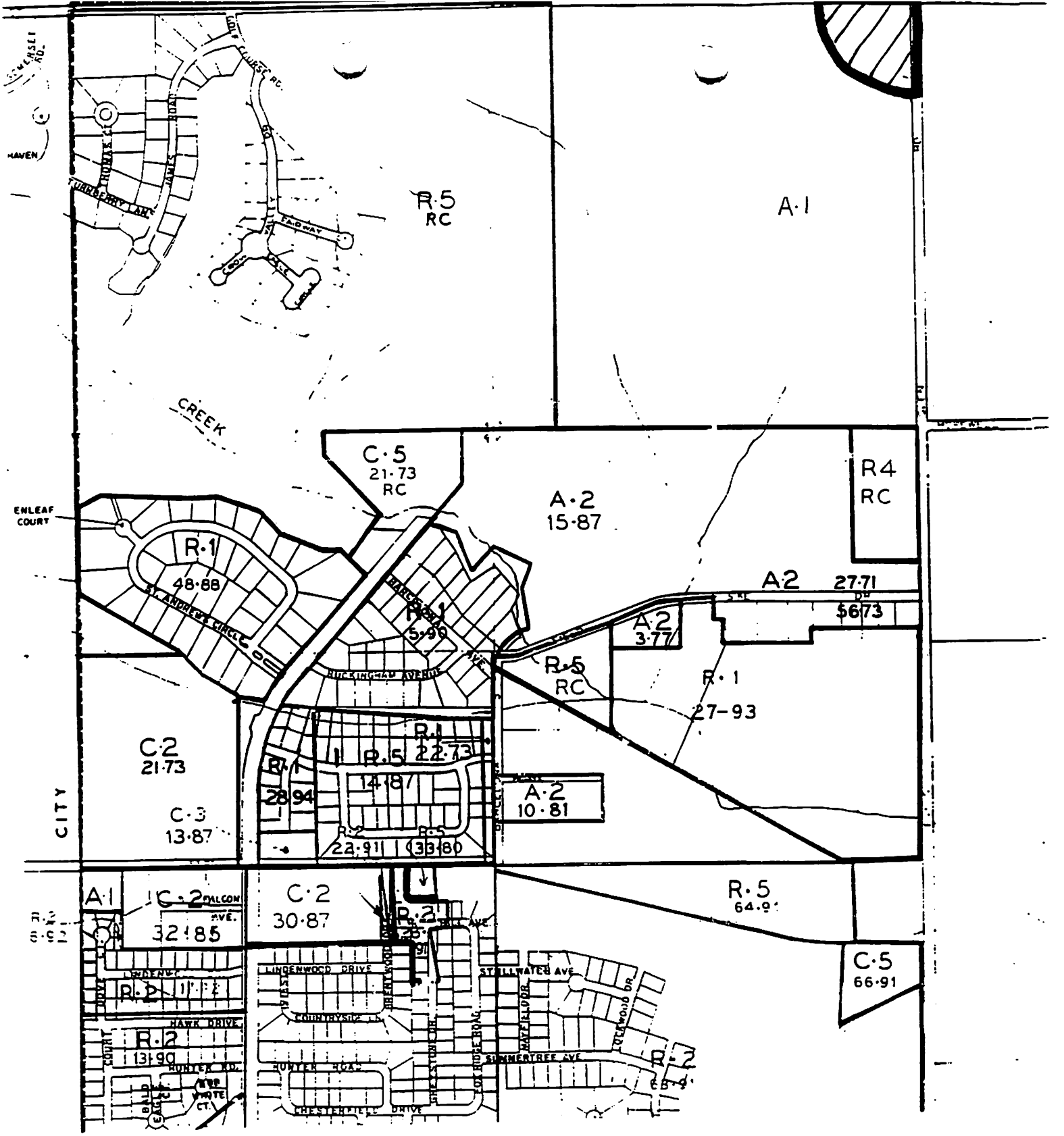
Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporations, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the Municipal Code of the City of 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

N

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

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.

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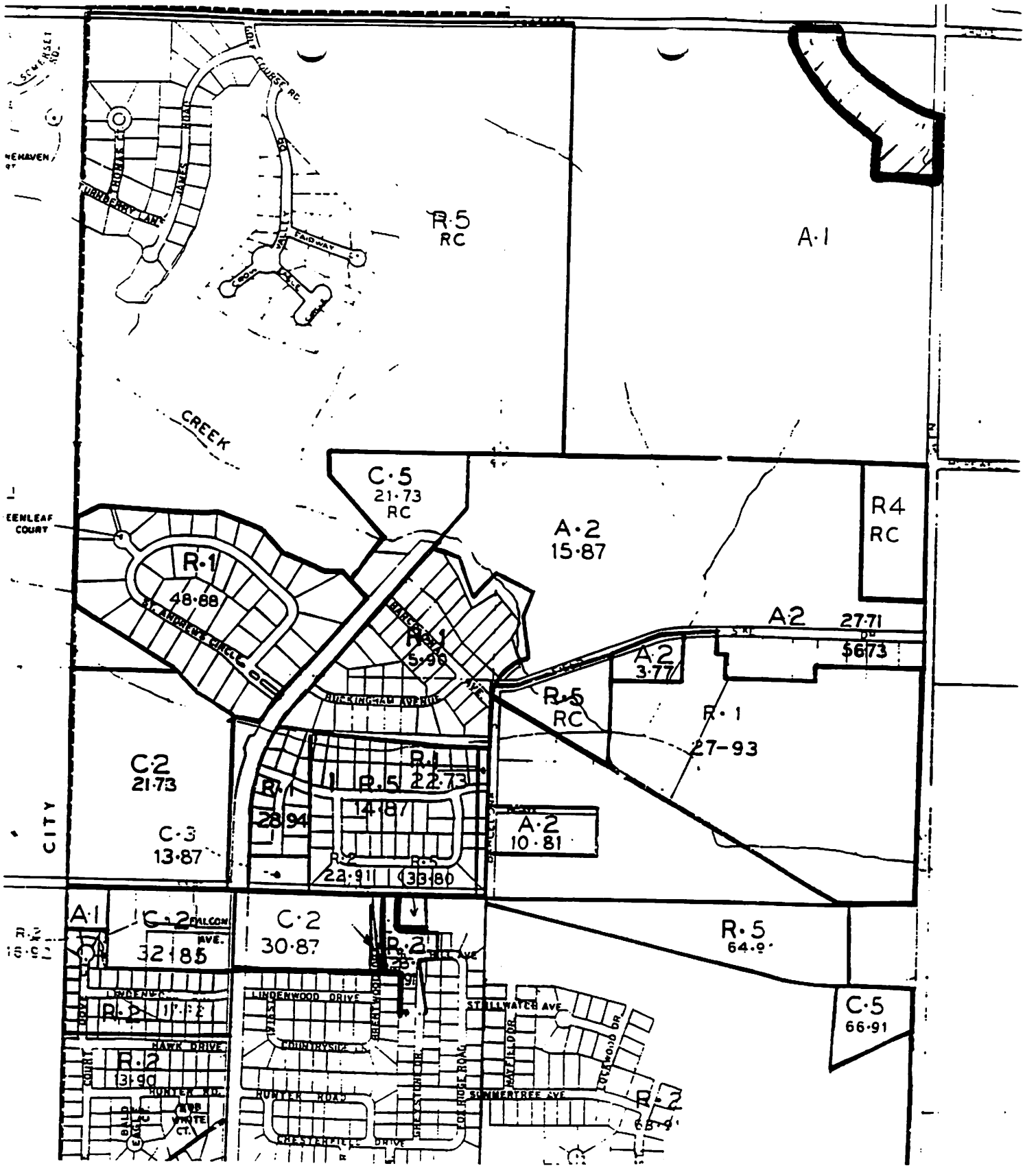
Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporations, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction, and shall be penalized as set forth in Section 1-9 of the Municipal Code of the City of 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

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]
4068900BEF6444C...

MCB Development Corporation
(Signature)

By: Greg Bush CEO
(Identity of 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)

Re: Conditions to Proposed Rezoning , Case 23-022 C-1 to C-2 Rezoning Request

The undersigned owner and developer of the ground subject to rezoning from C-1 to C-2 (Bettendorf Case No. 23-022) and pursuant to Iowa Code 4141.5, hereby agrees that as a condition of approval of the rezoning, the following restrictions on use 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 February 27, 2023, and attached hereto.

2. The maximum permitted height of the townhouse structures shall be thirty-five (35) feet.

Dated this 16th day of May, 2023.

McB Development Corporation, As owner of the parcel subject to rezoning (Case 23-022)

By:_____

Greg Bush, Its President

Dated this 11 day of May, 2023.

E & A Enterprises, LLC, As Developer of the parcel subject to rezoning (Case 23-022)

By: Krown Prince USA, LLC, Its Manager

Rao Ramavaram, Member

Ms. Samyuktha Ramavaram, Member

Mr. Srikanth Reddy Kasula, Member

DocuSign Envelope ID: B83D8824-2B51-474C-8AD2-3D1E0BBC657C

Re: Conditions to Proposed Rezoning , Case 23-022 C-1 to C-2 Rezoning Request

The undersigned owner and developer of the ground subject to rezoning from C-1 to C-2 (Bettendorf Case No. 23-022) and pursuant to Iowa Code 4141.5, hereby agrees that as a condition of approval of the rezoning, the following restrictions on use 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 February 27, 2023, and attached hereto.

2. The maximum permitted height of the townhouse structures shall be thirty-five (35) feet.

Dated this 16th day of May, 2023.

McB Development Corporation, As owner of the parcel subject to rezoning (Case 23-022)

DocuSigned by:
By: _____
4660900BEF6444C...

Greg Bush, Its President

Dated this ____ day of May, 2023.

E & A Enterprises, LLC, As Developer of the parcel subject to rezoning (Case 23-022)

_____ _____

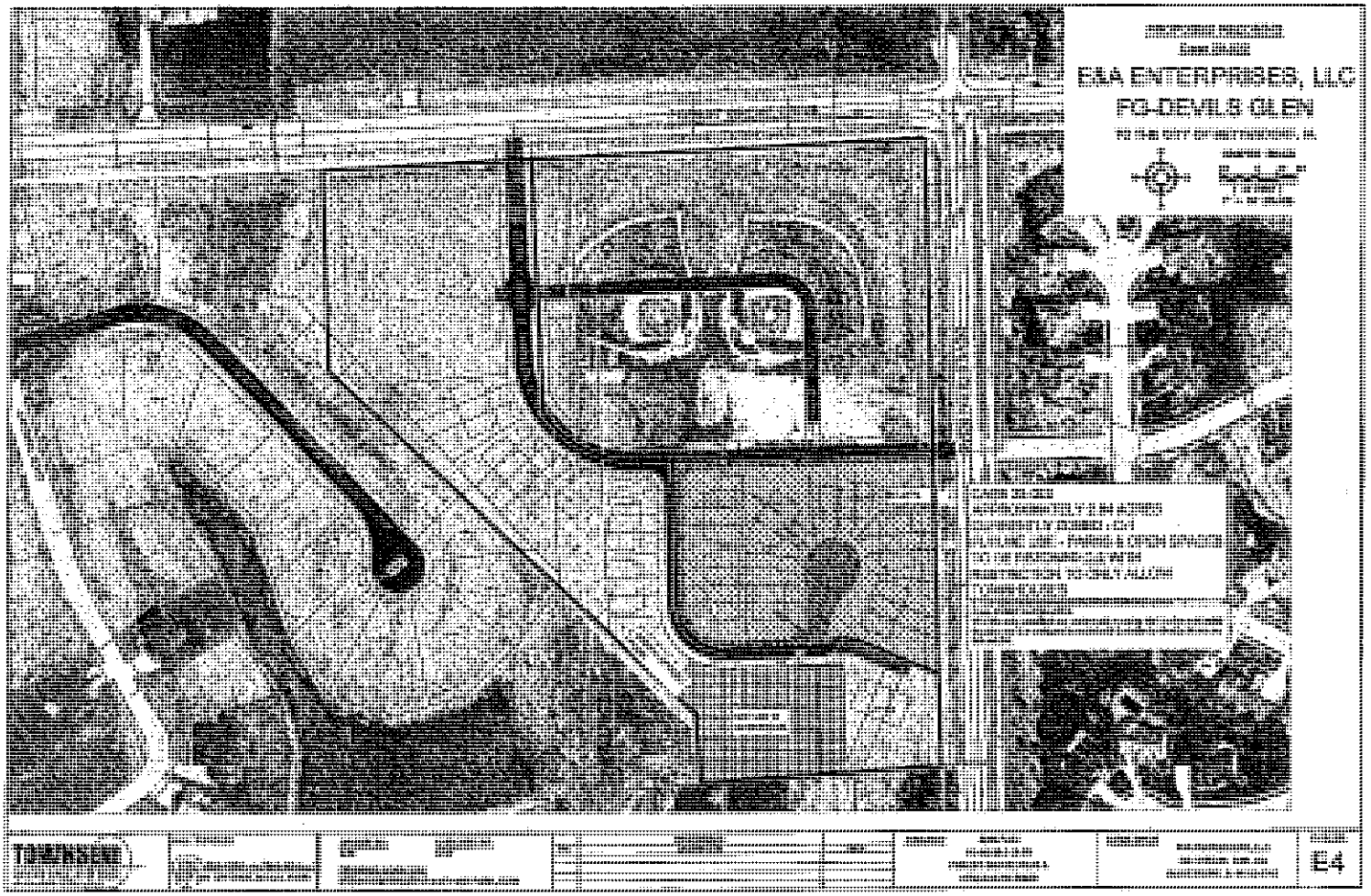
By: Krown Prince USA, LLC, Its Manager

Rao Ramavaram, Member

Ms. Samyuktha Ramavaram, Member

_____

Mr. Srikanth Reddy Kasula, Member



E4

DocuSign Envelope ID: 9A73F27F-B23E-4863-8841-5907A162AA0E

Re: Case 23-024 R-1 to C-1 Rezoning Request

To be appended to the zoning ordinance approving such rezoning.

1. Developer is requesting rezoning of the parcel in this case from R-1 to C-1 ("Proposed Rezoned Parcel"). Additionally, Developer has under effective control a parcel of ground immediately east of the Proposed Rezoned Parcel ("Adjacent Parcel") shown in the attached Exhibit A) which parcel is currently zoned C-1.
2. The City desires that as a condition of the rezoning of the Proposed Rezoned Parcel, that the Proposed Rezoned Parcel and the Adjacent Parcel zoned C-1 not be used for the sale of gasoline or gasoline products.
3. Developer will, upon successful rezoning in cases 23-014; 23-017; 23-022; 23-023; and 23-024, bring forth a preliminary plat and site plan over the Parcels subject to the rezoning, plus the Adjacent Parcel not currently subject to rezoning.
4. Developer agrees to the adding of a use restriction on case 23-024, and upon the Adjacent Parcel by restrictive covenant, with such respective restrictions becoming effective upon approval of the rezoning, preliminary plat, and site plan for such ground.
5. The use restriction and the restrictive covenant shall prohibit the sale of gasoline or gasoline products.
6. Owner has consented to these restrictions on the terms described above.

Dated this 11th day of May, 2023.

McB Development Corporation, As owner of the parcel subject to rezoning (Case 23-024)

By: DocuSigned by: [signature] 48509406EF4944C...

Greg Bush, Its President

Dated this ____ day of May, 2023.

E & A Enterprises, LLC, As Developer of the parcel subject to rezoning (Case 23-024)

[signature] May 11, 2023

By: Krown Prince USA, LLC, Its Manager

Rao Ramavaram, Member

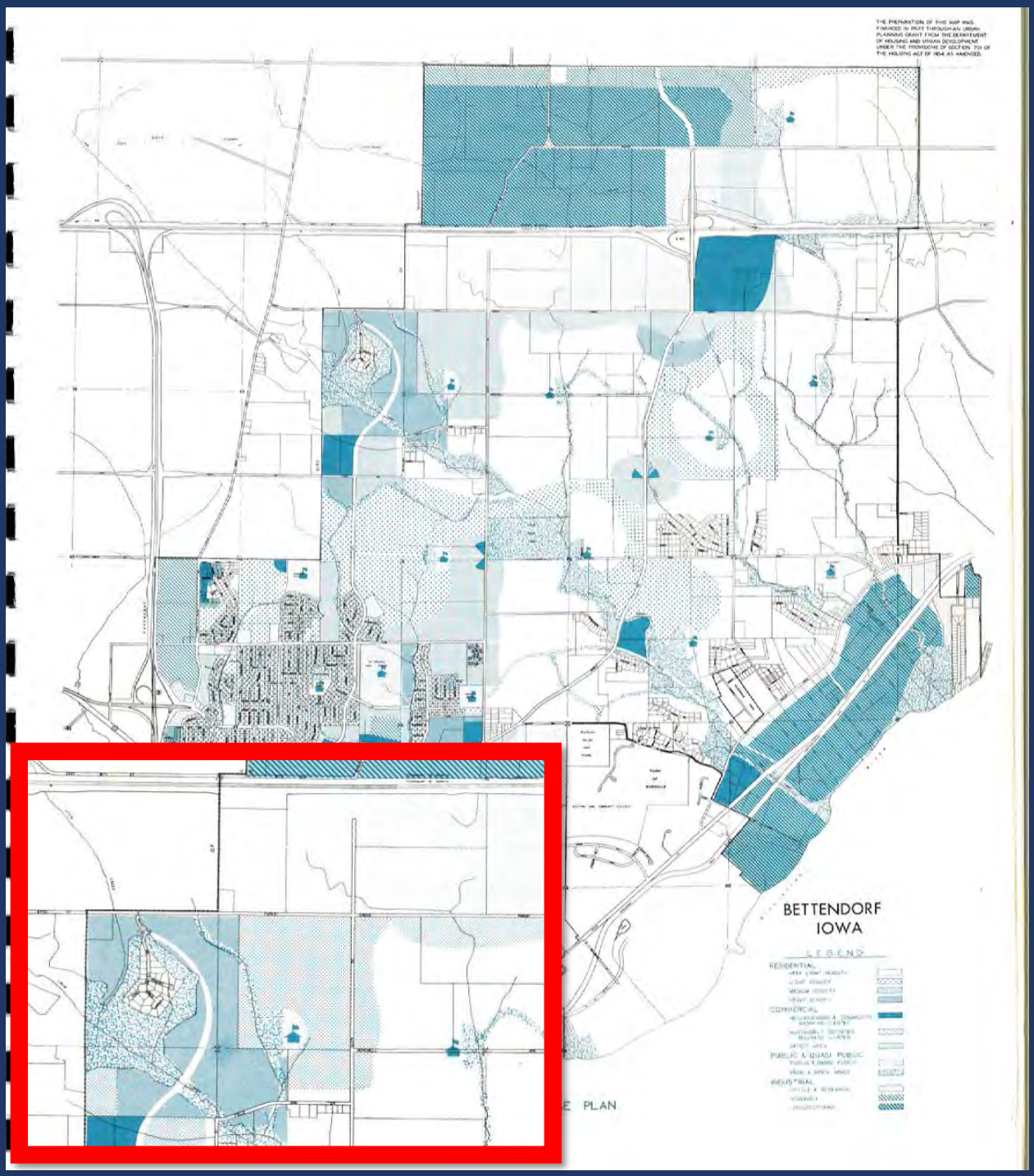
[signature] 5/11/23

Ms. Samyuktha Ramavaram, Member

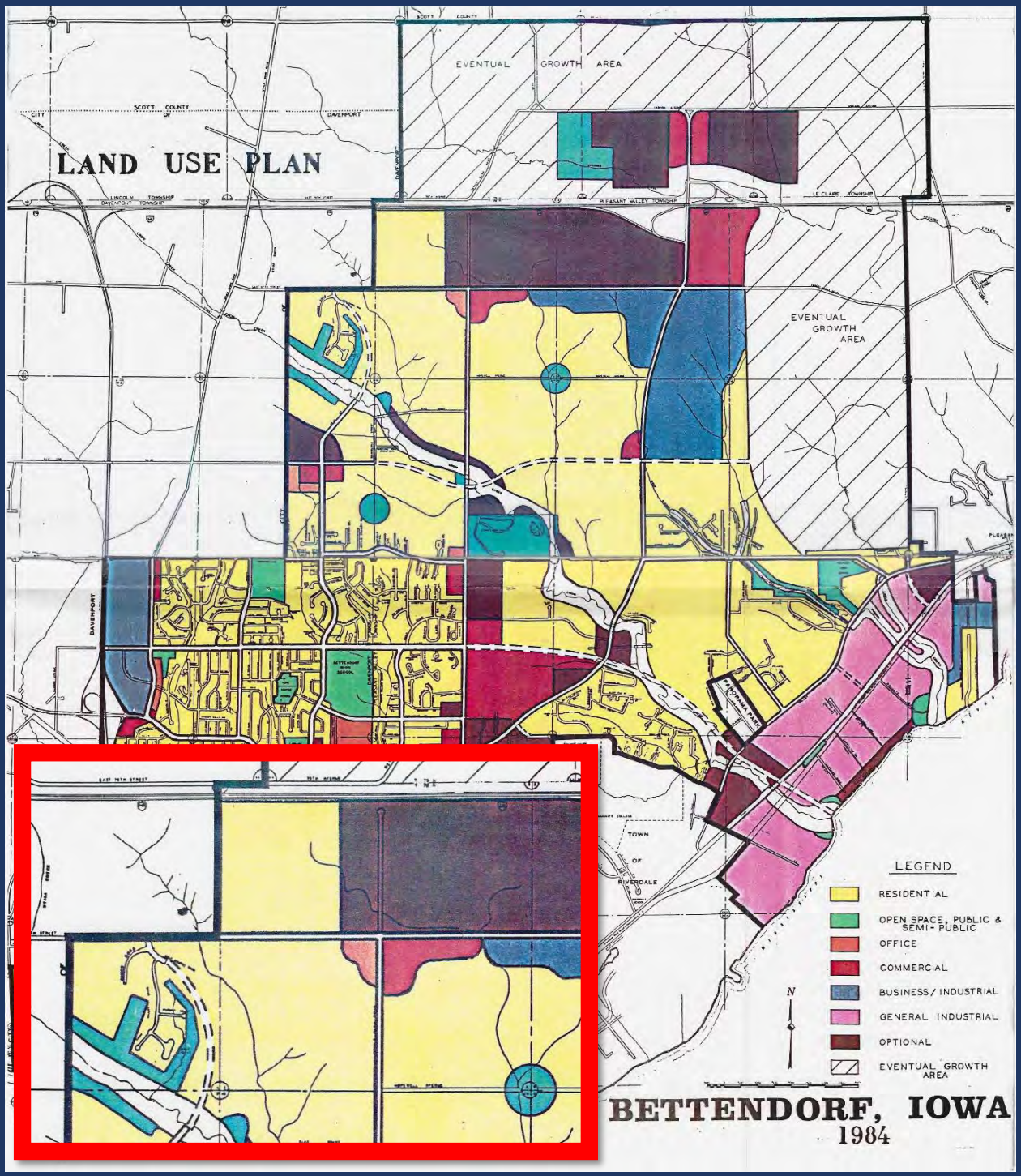
[signature] 5/11/23

Mr. Srikanth Reddy Kasula, Member

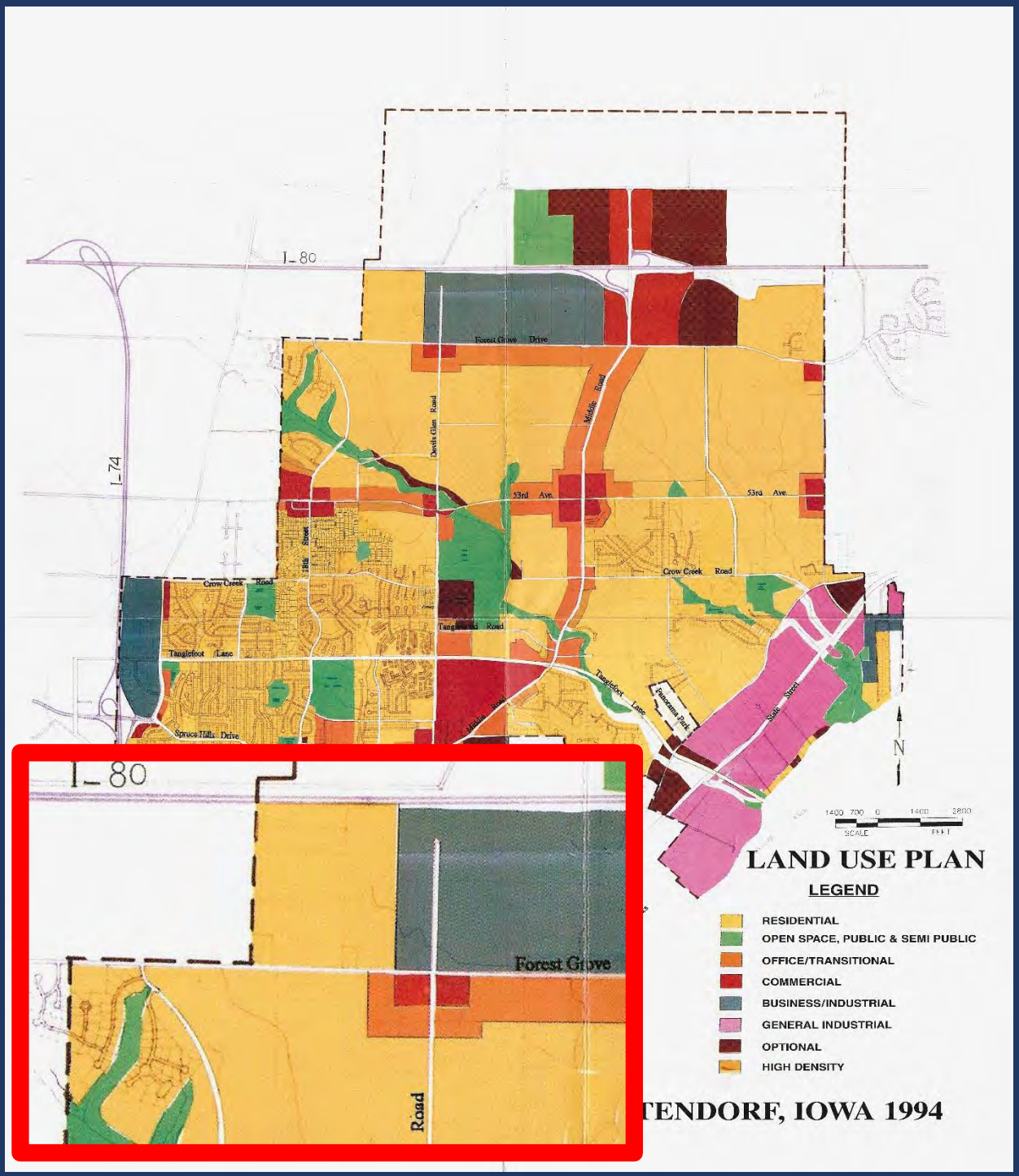
Future Land Use Map - 1973



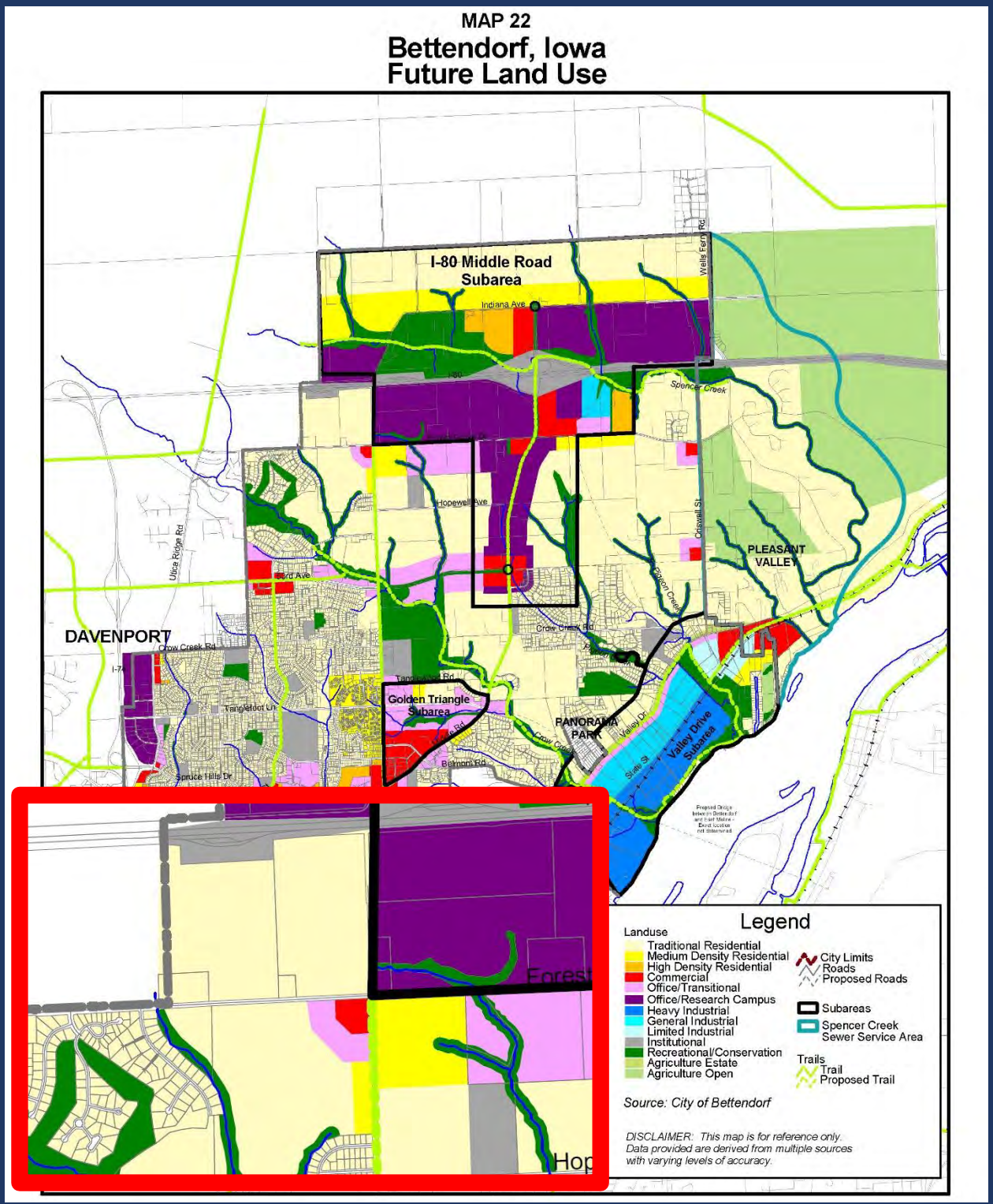
Future Land Use Map - 1984



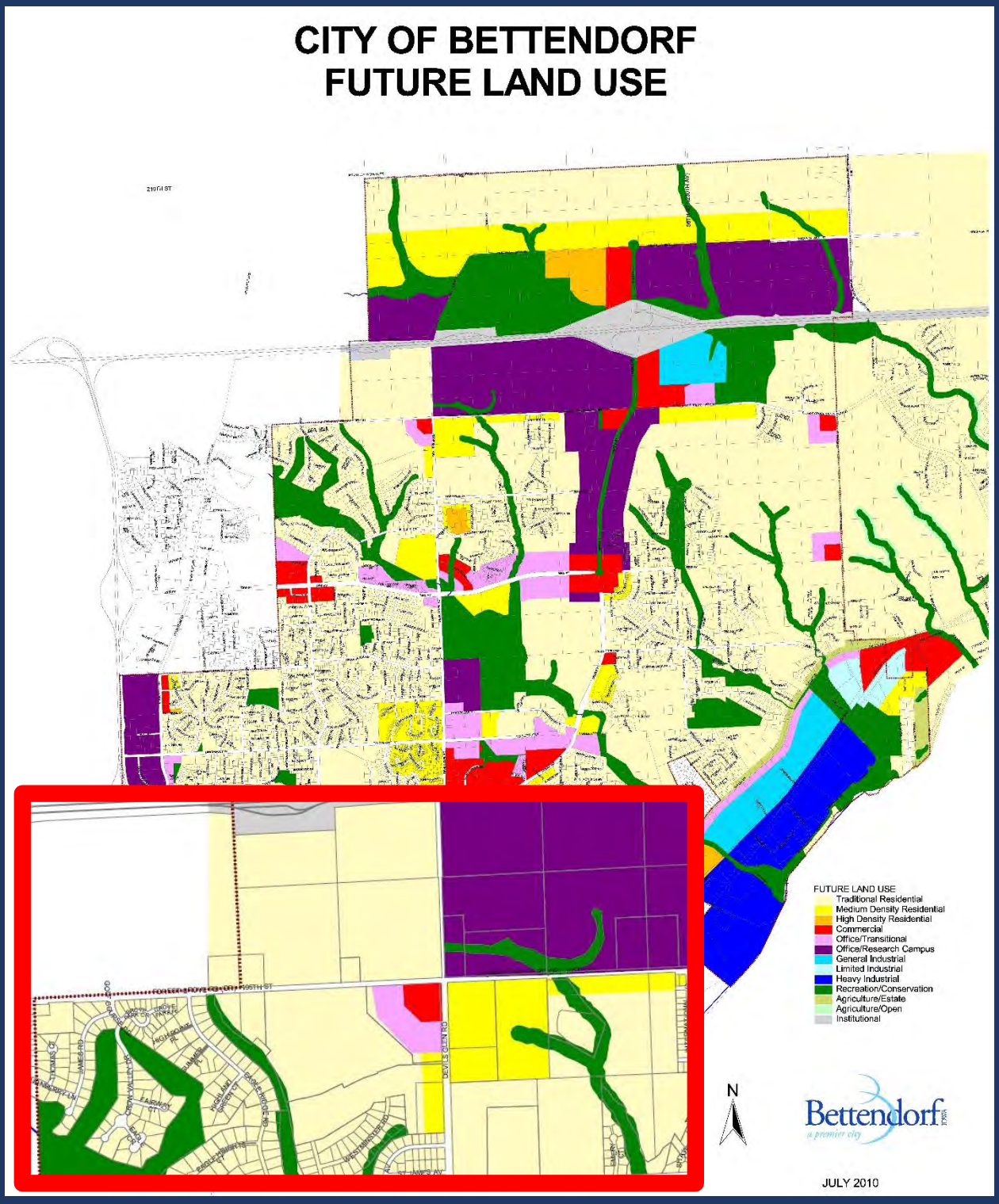
Future Land Use Map - 1994



Future Land Use Map - 2002



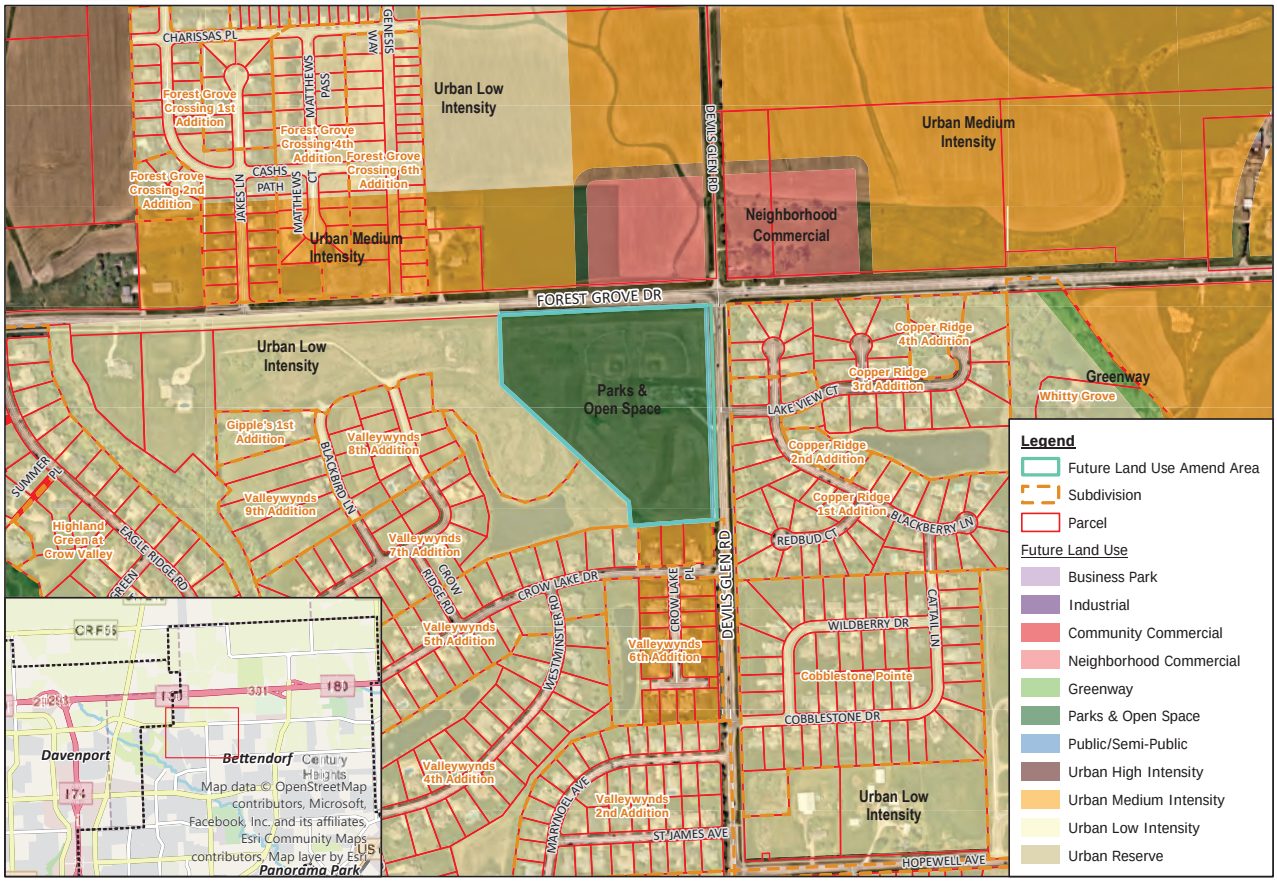
Future Land Use Map - 2010



Case 23-013, 021: SW of Devils Glen Rd. & Forest Grove Dr.
Future Land Use Amendments
Existing Future Land Uses

1 Inch = 542 Feet
0 212.5 425 850 1,275 Feet

N



Legend

- Future Land Use Amend Area
- Subdivision
- Parcel

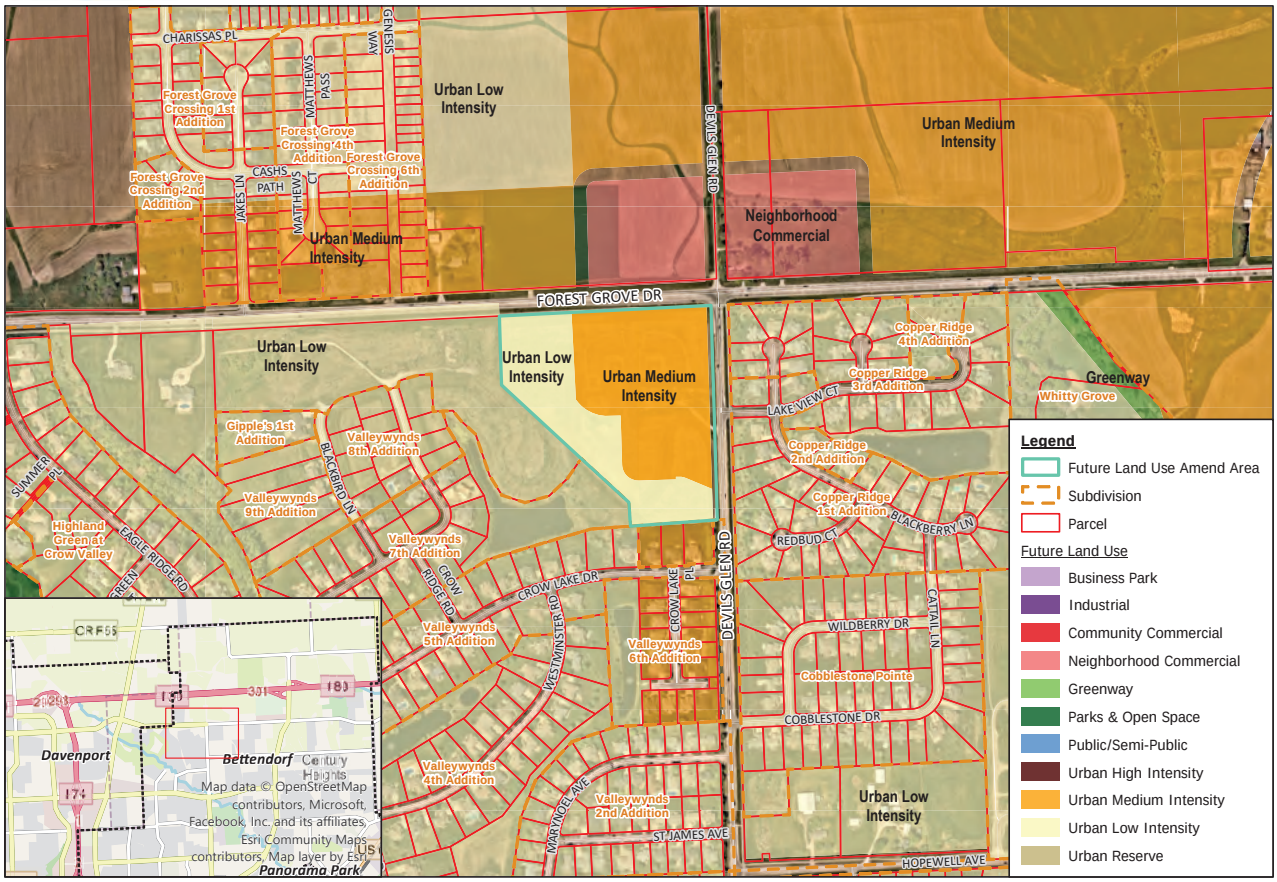
Future Land Use

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

Case 23-013, 021: SW of Devils Glen Rd. & Forest Grove Dr.
Future Land Use Amendments
Proposed Future Land Uses

1 Inch = 542 Feet
0 212.5 425 850 1,275 Feet

N



Legend

- Future Land Use Amend Area
- Subdivision
- Parcel

Future Land Use

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

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'

75'

RAOS CT

55'

38 LOTS
Townhomes

LOTS 14-20

LOTS 21-26

LOTS 27-35

R55'-6"

R45'

10'-6"

20'

52'

82'-6"

R75'

R25'

VILLAS CIRCLE

35'

LOTS 8-13

LOTS 30-38

GREEN SPACE / PARK

OUTLOT B
DETENTION

(75') PERMANENT UTILITY EASEMENT

R99'-6"

R110'

R45'

R55'-6"

90'

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
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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.
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
DEVILS GLEN ROAD
RAOS CT
VILLAS CIRCLE
CARDINAL ROAD
BLACKBIRD CIRCLE
(75') PERMANENT 75' UTILITY EASEMENT
(75') PERMANENT UTILITY EASEMENT
GREEN SPACE / PARK
OUTLOT B DETENTION
38 LOTS Townhomes
LOTS 1-7
LOTS 8-13
LOTS 14-20
LOTS 21-26
LOTS 27-35
LOTS 36-38
LOT 4 VALLEYWYNDS 7TH ADDITION STORM RETENTION
R150'
R175'
R110'
R99'-6"
R55'-6"
R45'
R75'
R25'
90'
52'
20'
10'-6"
82'-6"
83'-8.9"
6'-10.5"
35'
43'
75'

TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT
2224 East 12th Street, Davenport, IA 52803
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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.
E2

PROPOSED REZONING

Case 23-017

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 23-017
APPROXIMATELY 0.35 ACRES
FROM MCB DEVELOPMENT
CURRENTLY ZONED - C-1
FUTURE USE - PARKS & OPEN SPACES
TO BE REZONED R-1

FOREST GROVE DRIVE
697'-11.4"
ENTRANCE
DEVILS GLEN ROAD
548'-5.7"
RAOS CT
VILLAS CIRCLE
CARDINAL ROAD
BLACKEIR
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 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 25
LOT 26
R150'
R110'
R45'
R55'-6"
R75'
R25'
90'
75'
52'
20'
83'-8.9"
6'-10.5"
10'-6"
82'-6"
35'

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

DATE: 3/21/2023

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CHECKED BY: CRT

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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.
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

38 LOTS
Townhomes

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.

OUTLOT B
DETENTION

GREEN SPACE / PARK

(75') PERMANENT
75' UTILITY EASEMENT

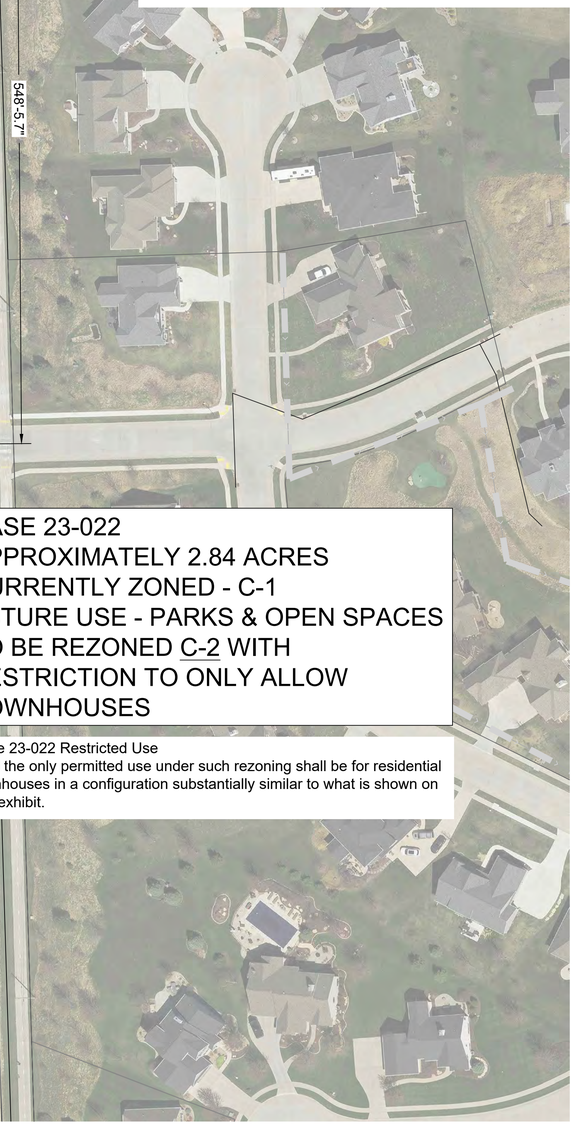
LOT 4
VALLEYWYNDS 7TH ADDITION
STORM RETENTION

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' · R110' · R99'-6" · R45' · R55'-6" · R175' · R75' · R25' · R55'-6" · R45'

90' · 75' · 52' · 20' · 6'-10.5" · 83'-8.9" · 35'



TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT

2224 East 12th Street, Davenport, IA 52803
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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.
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"

297
0-000
check point sec corner

RAOS CT

53'

LOTS 1-7

LOTS 8-13

LOTS 14-20

LOTS 21-26

LOTS 27-35

LOTS 36-38

38 LOTS
Townhomes

OUTLOT B
DETENTION

GREEN SPACE / PARK

VILLAS CIRCLE

37'

BLACKBIRD CIRCLE

CARDINAL ROAD

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'
R110'
R99'-6"
R55'-6"
R45'
R75'
R25'

75'
(75') PERMANENT
75' UTILITY EASEMENT

90'
52'
20'
83'-8.9"
6'-10.5"
10'-6"
82'-6"
35'

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

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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

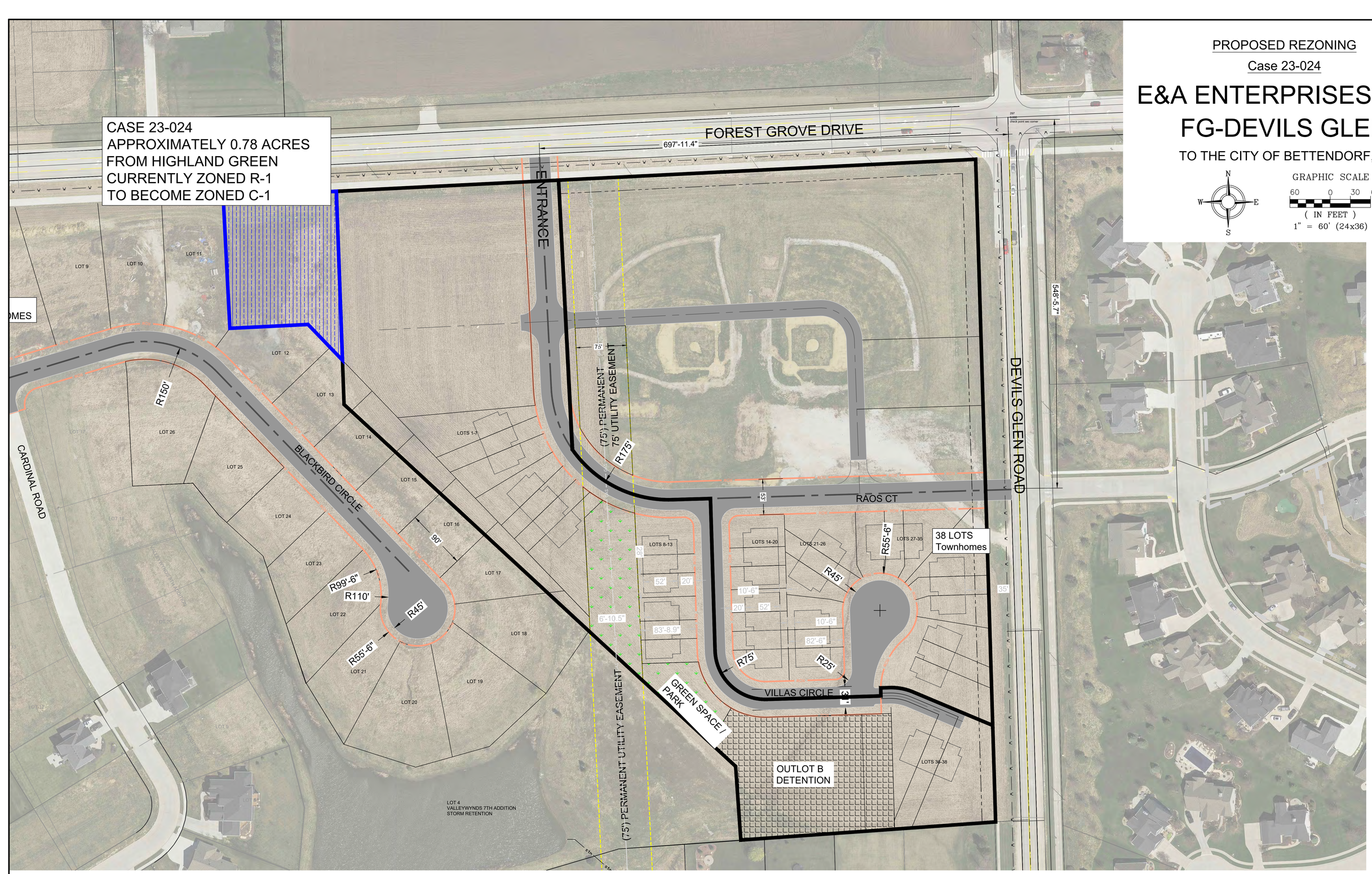
E&A ENTERPRISES, LLC
FG-DEVILS GLEN

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

N
W E
S

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
CARDINAL ROAD
BLACKBIRD
GREEN SPACE / PARK
38 LOTS Townhomes
OUTLOT B DETENTION
75' PERMANENT 75' UTILITY EASEMENT
697'-11.4"

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

DATE: 3/21/2023

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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.
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



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.

Property Owner's Protest of a Rezoning Petition

Date: May 12, 2023

Decker Ploehn
City Clerk's Office
City of Bettendorf
1609 State Street
Bettendorf, IA 52722

RECEIVED
MAY 12 2023
CITY CLERK'S OFFICE
CITY OF BETTENDORF

To: HONORABLE MAYOR AND CITY COUNCIL
CITY OF BETTENDORF, IOWA

We, the undersigned, represent twenty percent (20%) or more of one of the following groups as it relates to one or more of the rezoning cases described below:

- Property owners of the lots included in such proposed change;
- Property owners immediately adjacent in the rear thereof extending the depth of one lot or not to exceed two hundred feet (200') therefrom (excluding street right-of-way);
- Property owners immediately adjacent in the front thereof extending the depth of one lot or not to exceed two hundred feet (200') therefrom (excluding street right-of-way);
- Property owners immediately adjacent to any and all sides (including the front and rear sides) of the proposed change extending one lot or not to exceed two hundred feet (200') therefrom (excluding street right-of-way).

Zoning Case #(s) at issue:

Case #: 23-014

Description: SW corner of Devils Glen Road and Forest Grove Drive, C-1 Neighborhood Commercial District to C-2 Community Commercial District (commercial), submitted by E & A Enterprises, LLC.

Case #: 23-017

Description: 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.

Case #: 23-022

Description: 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.

Case #: 23-023

Description: 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.

Case #: 23-024

Description: SW corner of Devils Glen Road and Forest Grove Drive, R-1 Single-Family Residence District to C-1 Neighborhood Commercial District, submitted by E & A Enterprises, LLC.

We, the undersigned, hereby submit our written protest, pursuant to section 414.5 "Changes – Protest" of the Iowa Code to the above stated rezoning petitions, 23-014, 23-017, 23-022, 23-023 and 23-024.

Print Name: Doug Grenier

Signature:

Description or Parcel # (if known): 3715 Lake View Ct

Address:

Print Name: Edward Rogalski

Signature: Edward Rogalski

Description or Parcel # (if known): 6586 Forest Glen Ct.

Address:

Print Name: Mark Kapfer

Signature:

Description or Parcel # (if known): 6554 Blackberry Ln

Address: Ost.

Print Name: Becky Kapfer

Signature: Rebecca S. Kapfer

Description or Parcel # (if known): 6554 Blackberry Ln

Address: Bettendorf IA

Print Name: Brian Cox

Signature:

Description or Parcel # (if known): 3696 Lake View Court

Address: 3696 Lake View Court

Print Name: Kelsey Cox

Signature:

Description or Parcel # (if known): 3696 Lake View Court

Address: 3696 Lake View Court

Print Name: Richard Kisline

Signature: [signature]

Description or Parcel # (if known): _____

Address: 6559 Blackberry LN

Print Name: Lori Dupont

Signature: Lori Dupont

Description or Parcel # (if known): _____

Address: 6548 Blackberry Lane

Print Name: DAVID J. DUPONT

Signature: [signature]

Description or Parcel # (if known): _____

Address: 6548 BLACKBERRY LN, BETTENDORF, IA

Print Name: Allen Diercks

Signature: [signature]

Description or Parcel # (if known): _____

Address: 6549 Blackberry Lane Bett. IA.

Print Name: Don Vernille

Signature: [signature]

Description or Parcel # (if known): _____

Address: 6656 Blackberry Rd. Bett., IA

Print Name: David Graham

Signature: [signature]

Description or Parcel # (if known): _____

Address: 6582 Blackberry Lane Bett

Print Name: Justin Brimmer

Signature: [signature]

Description or Parcel # (if known): _____

Address: 2965 Forest Grove Dr Bettendorf, IA

Print Name: Jennifer Brimmer

Signature: [signature]

Description or Parcel # (if known): _____

Address: 2965 Forest Grove Dr Bettendorf, IA 52722

Print Name: DARLENE SCHLUENSEN

Signature: Darlene Schluensen

Description or Parcel # (if known): _____

Address: 3312 Maplecrest Rd - Bettendorf 52722

Print Name: Carol Bayles

Signature: Carol Bayles

Description or Parcel # (if known): _____

Address: 3427 Maple Glen Dr. Bett.

Print Name: KAREN L. BROWN

Signature: Karen L Brown

Description or Parcel # (if known): _____

Address: 6658 Blackberry Ln Bettendorf

Print Name: Thomas S Brown

Signature: Thomas S Brown

Description or Parcel # (if known): _____

Address: 6658 Blackberry Ln Bettendorf

Print Name: JACK SPARBEC

Signature: Jack Sparbec

Description or Parcel # (if known):

Address: 6654 FOREST GLEN CT

Print Name: KAREN SPARBEC

Signature: Karen Sparbec

Description or Parcel # (if known):

Address: 6654 Forest Glen Ct

Print Name: BEN REESER

Signature: S Reeser

Description or Parcel # (if known): 6652 FOREST GLEN CT BETT

Address:

Print Name: DEENA REESER

Signature: Deena Reeser

Description or Parcel # (if known):

Address: 6652 FOREST GLEN CT BETT

Print Name: BRIAN T CUNNINGHAM

Signature:

Description or Parcel # (if known): 6581 Forest Glen Court

Address: Bettendorf, IA 52722

Print Name: KIRK K SHEARER

Signature: Kirk K. Shearer

Description or Parcel # (if known): 6542 Blackberry Ln. - House

Address: Bettendorf, IA 52722

Print Name: Sherry L. Shearer

Signature: Sherry L Shearer

Description or Parcel # (if known): House

Address: 6542 BLACKberry Ln.

Print Name: Jay Shearer

Signature:

Description or Parcel # (if known): Home

Address: 6536 Blackberry Ln

Print Name: Nicole Shearer

Signature: Nicole Shearer

Description or Parcel # (if known): Home

Address: 6536 Blackberry Ln

Print Name: Lori Buhr

Signature: Lori L Buhr

Description or Parcel # (if known): Home

Address: 6532 Blackberry Lane

Print Name: Jessica Harmon

Signature: JH

Description or Parcel # (if known): Home

Address: 6524 Blackberry Lane

Print Name: David Harmon

Signature: David

Description or Parcel # (if known): Home

Address: 6524 Blackberry Lane

Print Name: Amy Hansen

Signature: Amy M Hansen

Description or Parcel # (if known): _____

Address: 6508 Blackberry Lane Bettendorf IA

Print Name: KRISTA MONSON

Signature: Krista Monson

Description or Parcel # (if known): _____

Address: 3530 Redbud Ct Bettendorf, IA 52722

Print Name: Dee Scheib

Signature: Dee Scheib

Description or Parcel # (if known): _____

Address: 3531 Redbud Ct. Bett. Ia.

Print Name: Ken Scheib

Signature: Ken Scheib

Description or Parcel # (if known): _____

Address: 3531 Redbud Ct. Bett. Ia.

Print Name: Garth Gause

Signature: Garth Gause

Description or Parcel # (if known): _____

Address: 3510 Redbud Ct Bettdorf IA

Print Name: Linda Egbers-Fushimi

Signature: Linda Egbers

Description or Parcel # (if known): _____

Address: 6659 Blackberry Lane Bettendorf

Print Name: Julia Diercks

Signature: Julia Diercks

Description or Parcel # (if known): _____

Address: 6549 Blackberry Ln

Print Name: Ronald Kool

Signature: Ronald J Kool

Description or Parcel # (if known): _____

Address: 2829 Forest Grove Dr Bettendorf IA

Print Name: Sherryl Kool

Signature: Sherryl Kool

Description or Parcel # (if known): _____

Address: 2829 Forest Grove Drive Bett IA

Print Name: Tom A. Buhr

Signature: Tom A. Buhr

Description or Parcel # (if known): _____

Address: 6532 Blackberry LN Bettendorf, IA

Print Name: Tim Herny

Signature: Tim Herny

Description or Parcel # (if known): 6516 Blackberry Ln

Address: _____

Print Name: Jill Hernandez

Signature: 6516 Blackberry Ln Jill Hernandez

Description or Parcel # (if known): _____

Address: _____

Print Name: Christopher Crome

Signature: [signature]

Description or Parcel # (if known): 6477 Blackberry Lane Residence

Address: Bettendorf IA

Print Name: Jennifer Crome

Signature: [signature]

Description or Parcel # (if known): Residence

Address: 6477 Blackberry Lane Bettendorf IA 52722

Print Name: Susan Cunningham

Signature: [signature]

Description or Parcel # (if known):

Address: 6581 Forest Glen Ct

Print Name: ALLEN WRIGHT

Signature: [signature]

Description or Parcel # (if known): 3612 LAKE VIEW CT

Address:

Print Name: Felicia Wright

Signature: [signature]

Description or Parcel # (if known): 3612 Lake View Ct

Address:

Print Name: Jamie Grenier

Signature: [signature]

Description or Parcel # (if known): 3719 Lake View Ct.

Address:

Print Name: Joe DiIulio

Signature: [signature]

Description or Parcel # (if known):

Address: 6533 Blackberry LN Bettendorf, IA 52722

Print Name: LISA DIIULIO

Signature: [signature]

Description or Parcel # (if known):

Address: 6533 Blackberry Ln Bettendorf, Ia 52722

Print Name: Todd Seemann

Signature: [signature]

Description or Parcel # (if known):

Address: 6527 Blackberry Ln Bettendorf, IA 52722

Print Name: John Vaaler

Signature: [signature]

Description or Parcel # (if known): 6515 Blackberry LN Bettendorf, IA 52722

Address:

Print Name: Angela Vaaler

Signature: [signature]

Description or Parcel # (if known): 6515 Blackberry Ln, Bettendorf, IA 52722

Address:

Print Name: Charles Hammes

Signature: [signature]

Description or Parcel # (if known): 3507 Redbud Ct.

Address: Bettendorf, IA 52722

Print Name: Collin Carney

Signature: Collin Carney

Description or Parcel # (if known): 3785 Lake View Ct. Bettendorf

Address:

Print Name: Karen Carney

Signature: Karen Carney

Description or Parcel # (if known): 3785 Lake View Ct. Bettendorf

Address: residential

Print Name: Ann Black-Ziegelbein

Signature: Ann Black-Ziegelbein

Description or Parcel # (if known): 3748 Lake View Ct Bettendorf residential

Address:

Print Name: Donald C Lower

Signature: Donald C Lower

Description or Parcel # (if known):

Address: 3747 Lake View Court Bett.

Print Name: Todd Ancelet

Signature: T-P-A

Description or Parcel # (if known):

Address: 3803 LAKE VIEW CT

Print Name: Pam Ancelet

Signature: Pam Ancelet

Description or Parcel # (if known):

Address: 3803 Lake View Ct, Bettendorf

Print Name: Stephanie Hammes

Signature: [signature]

Description or Parcel # (if known):

Address: 3507 Redbud Ct Bettendorf

Print Name: Don Schmahl

Signature: [signature]

Description or Parcel # (if known):

Address: 3529 Redbud CT Bett

Print Name: Shari Schmahl

Signature: [signature]

Description or Parcel # (if known):

Address: 3529 Redbud Ct Bettendorf

Print Name: Tom Cirgello

Signature: [signature]

Description or Parcel # (if known):

Address: 3537 Redbud Ct, Bettendorf

Print Name: Peggy Cirgello

Signature: [signature]

Description or Parcel # (if known):

Address: 3537 Redbud Court, Bettendorf.

Print Name: Steve France

Signature: [signature]

Description or Parcel # (if known): 6585 Blackberry Ln, Bettendorf 52722

Address:

Print Name: Kathy France

Signature: Kathy France

Description or Parcel # (if known): _____

Address: 6585 Blackberry Ln 52722

Print Name: Pam Verhille

Signature: Pam Verhille

Description or Parcel # (if known): _____

Address: 6656 Blackberry Lane Bett.

Print Name: Donald E. Erickson

Signature: Donald E Erickson

Description or Parcel # (if known): _____

Address: 3528 Redbud Ct Bettendorf

Print Name: Ann Marie erickson

Signature: Ann Marie erickson

Description or Parcel # (if known): _____

Address: 3528 Redbud Court Bettendorf, Iowa 52722

Print Name: Christina A. Cause

Signature: Christina A Cause

Description or Parcel # (if known): _____

Address: 3510 Redbud Ct Bettendorf, IA 52722

Print Name: Ken Scheib

Signature: Ken Scheib

Description or Parcel # (if known): _____

Address: 3531 Red Bud Ct. Bett. Ia 52722

Print Name: Brietta Collier

Signature: [signature]

Description or Parcel # (if known): 34436 Crow Lake Dr.

Address: ↓

Print Name: Chelsey Allaman

Signature: Chelsey L Allaman

Description or Parcel # (if known): 8

Address: 3390 Crow Lake Dr

Print Name: Clint Allaman

Signature: [signature]

Description or Parcel # (if known):

Address: 3390 Crow Lake Dr.

Print Name: Deepali Phanse

Signature: [signature]

Description or Parcel # (if known):

Address: 3378 Crow Lake Dr.

Print Name: AKHILESH BHAGWAT

Signature: [signature]

Description or Parcel # (if known):

Address: 3378 CROW LAKE Dr.

Print Name: Donica Mokosak

Signature: [signature]

Description or Parcel # (if known):

Address: 6412 Cardinal Rd

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); (D) Conditional Zoning Agreement

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.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ , 2023.

_____
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

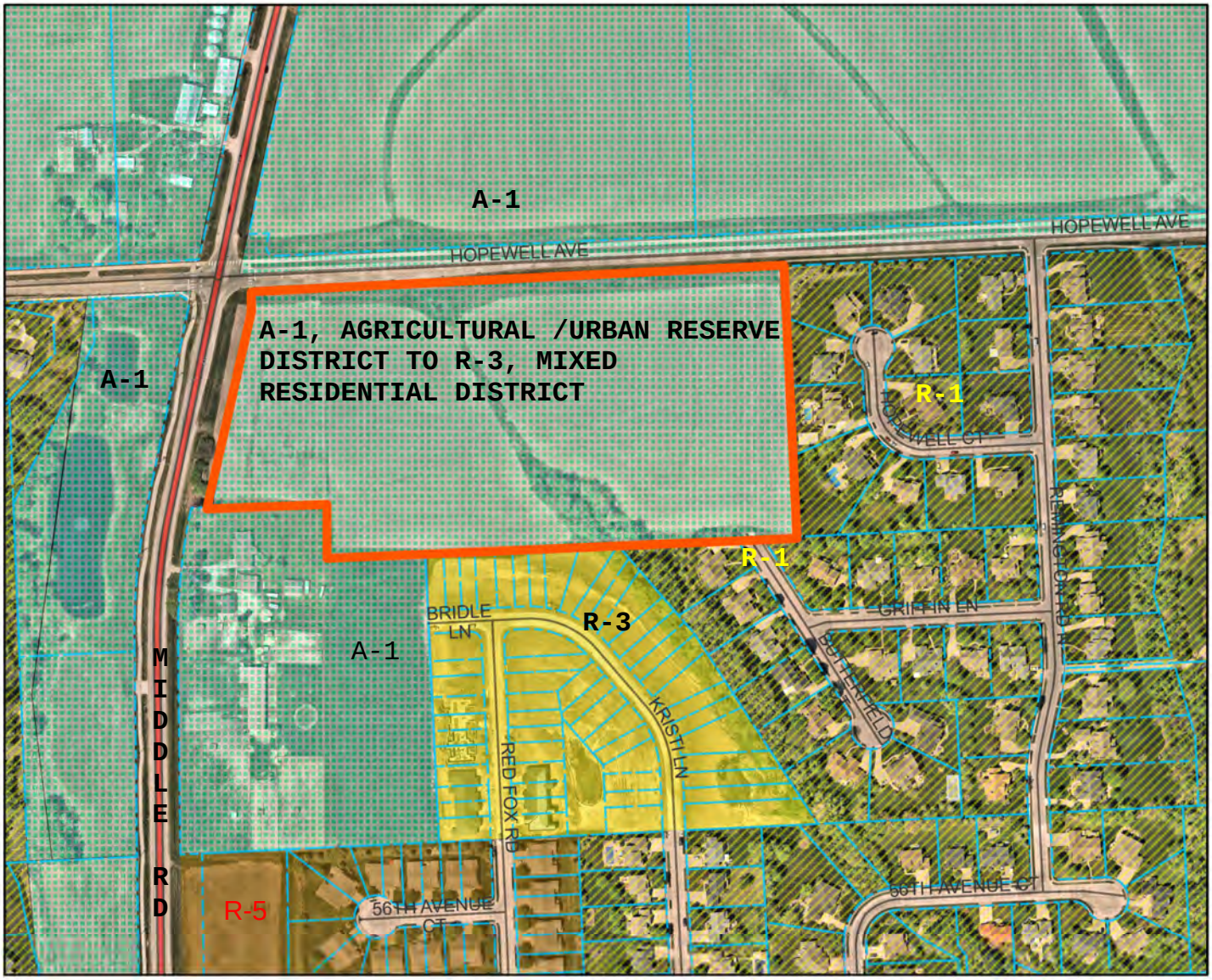
- Alleyway/Access Road
- Bike Trail
- County Route
- Driveway
- Interstate
- Local road in unincorporated area
- Local road within incorporated area or Park View
- Major road
- Pedestrian trail/walkway
- Ramp
- State Highway
- US Highway
- <all other values>
- City Limits
- Property Lines
- Creeks
-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



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

Current Zoning

ZONING

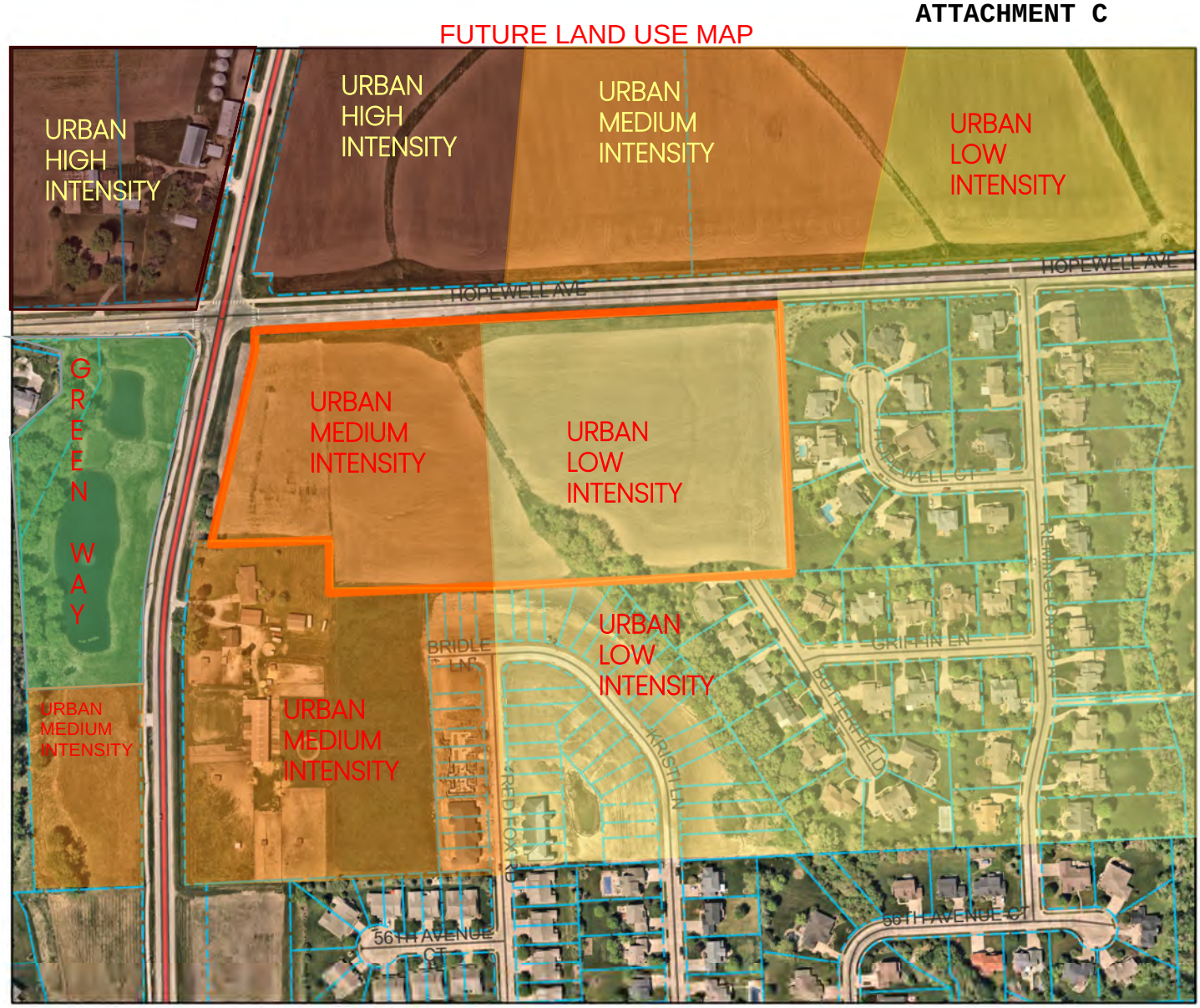
- A-1
- A-2
- C-1
- C-2
- C-3
- C-6
- C-7
- I-1
- I-2
- I-3

- PR-3
- PR-4
- PR-5
- PUD
- Parks
- R-1
- R-2
- R-3
- R-4
- R-5
- U-LI
- U-MI
- U-HI
- 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

ATTACHMENT C



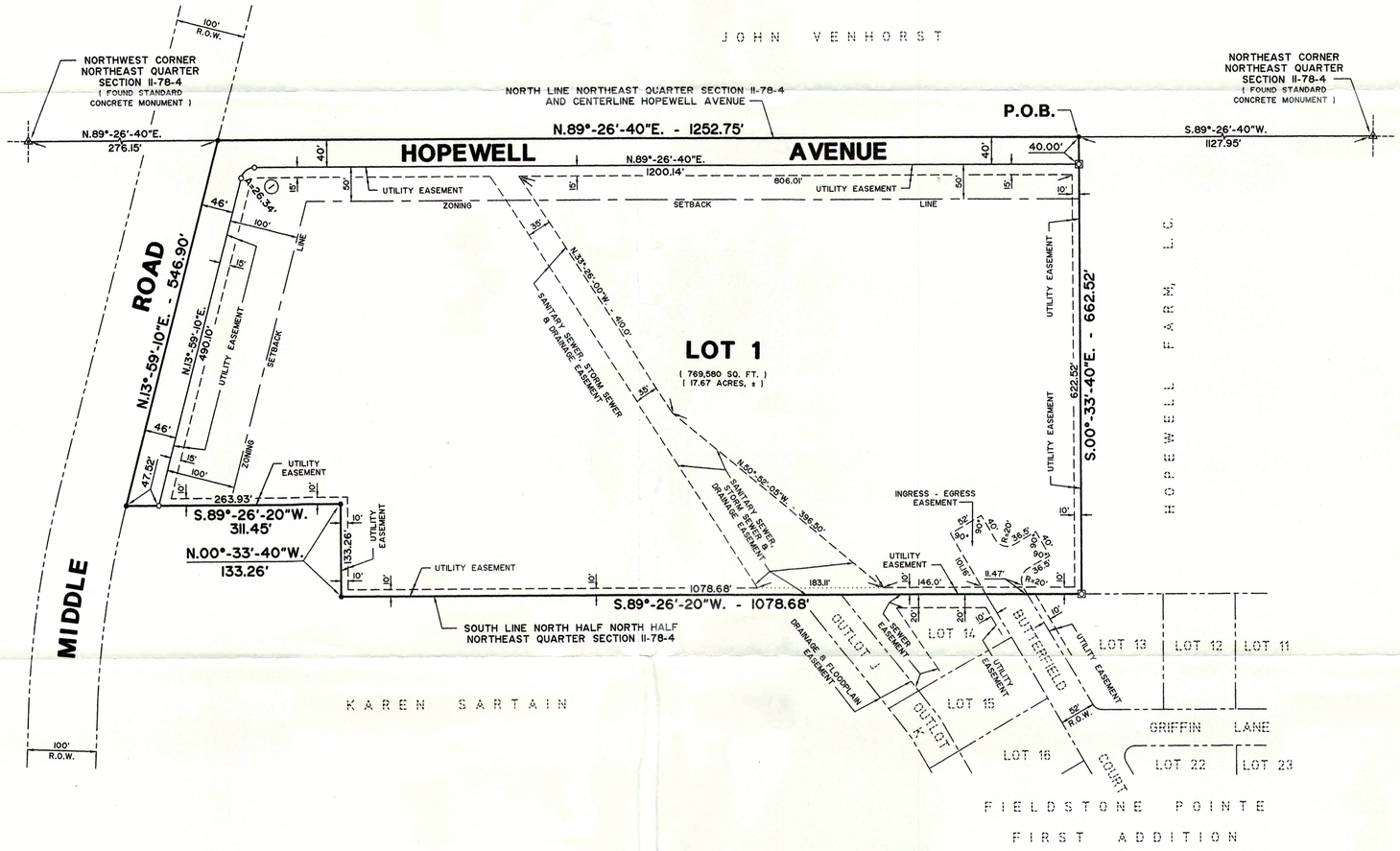
FINAL PLAT OF

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.

100 0 0 25 50 100
(SCALE : 1" = 100')



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'

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.

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

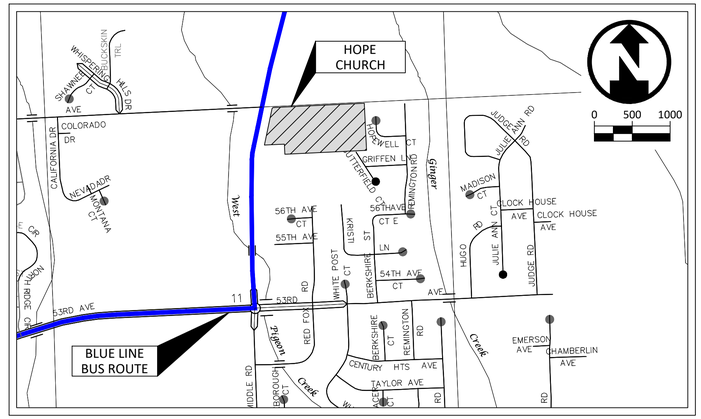
NATIONAL PRINTFAST NO. 1858L-24X36

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

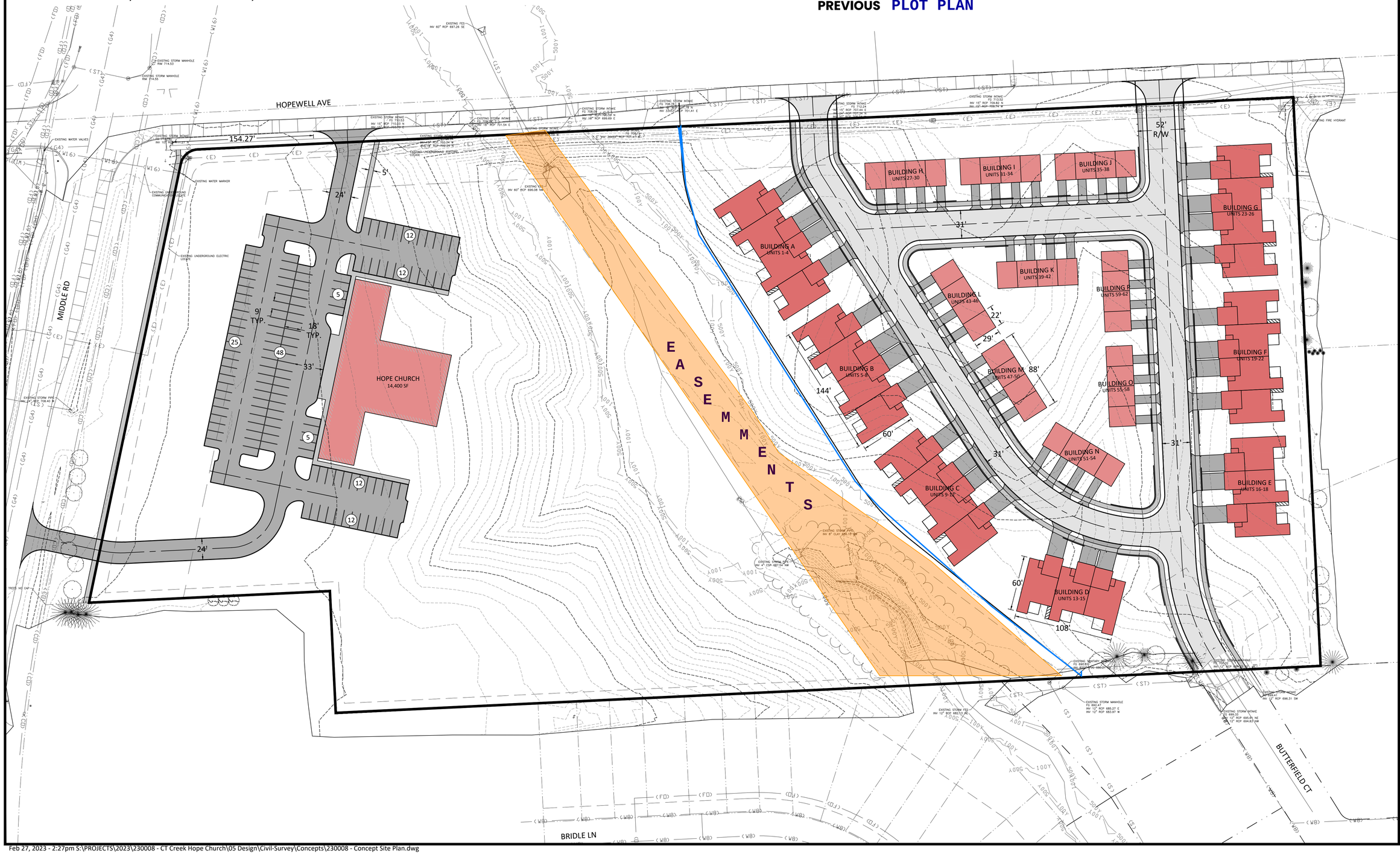
ATTACHMENT F

CONCEPT SITE PLAN

HOPE CHURCH

BETTENDORF, SCOTT COUNTY, IOWA

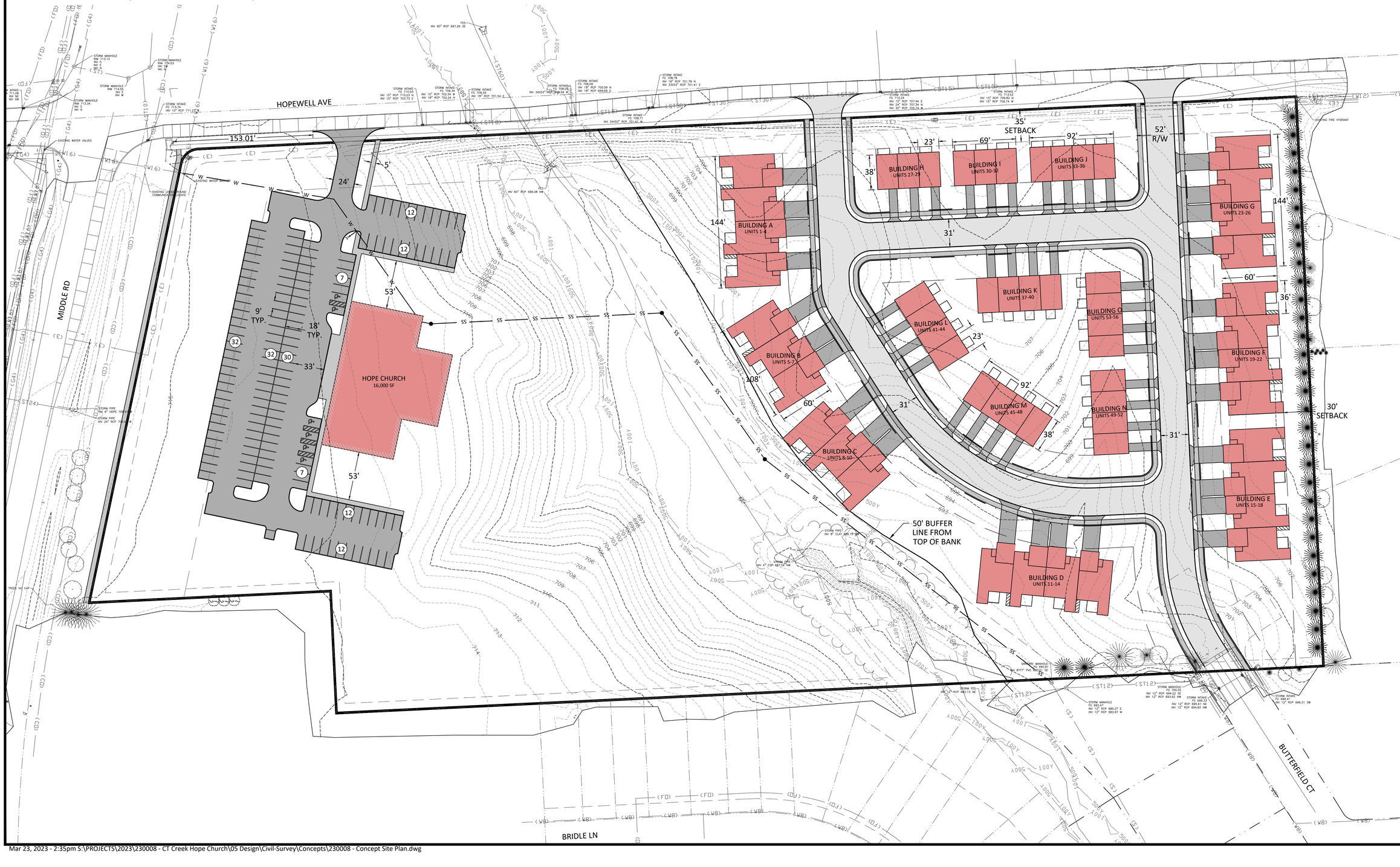
PREVIOUS PLOT PLAN


HOPEWELL AVE
MIDDLE RD
BUTTERFIELD CT
BRIDLE LN
154.27'
HOPE CHURCH
14,400 SF
24'
5'
9' TYP.
18' TYP.
33'
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
52' R/W
31'
22'
29'
88'
144'
60'
108'
EXISTING WATER VALVES
EXISTING WATER MARKER
EXISTING UNDERGROUND ELECTRIC LOCATE
EXISTING UNDERGROUND COMMUNICATIONS LOCATE
EXISTING FIRE HYDRANT
EXISTING STORM MANHOLE
EXISTING STORM INTAKE
EXISTING STORM PIPE
EXISTING FES
EXISTING STORM MANHOLE
EXISTING STORM INTAKE
EXISTING STORM PIPE
EXISTING STORM MANHOLE
EXISTING STORM INTAKE
EXISTING STORM PIPE
EXISTING STORM MANHOLE
EXISTING STORM INTAKE
EXISTING STORM PIP

CONCEPT SITE PLAN

HOPE CHURCH

BETTENDORF, SCOTT COUNTY, IOWA



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:
CONCEPT SITE PLAN

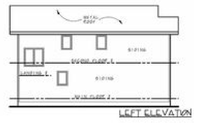
PROJECT NO.:
230008

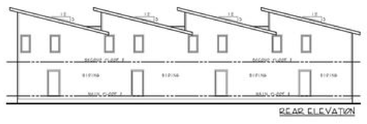
DESIGN PROFESSIONAL:
BOELK

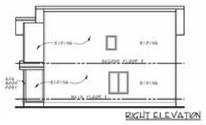
SHEET NUMBER:
A.21





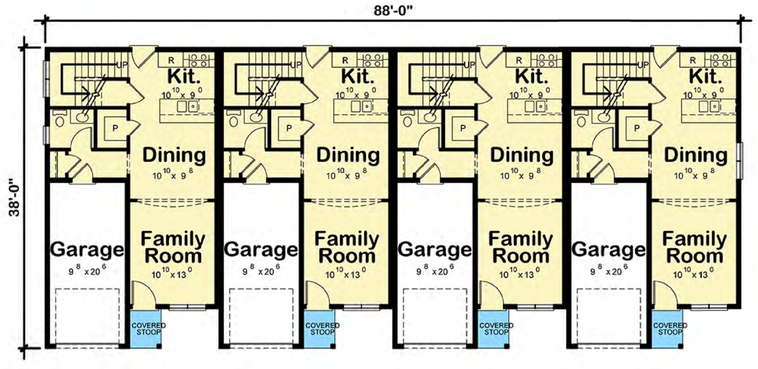




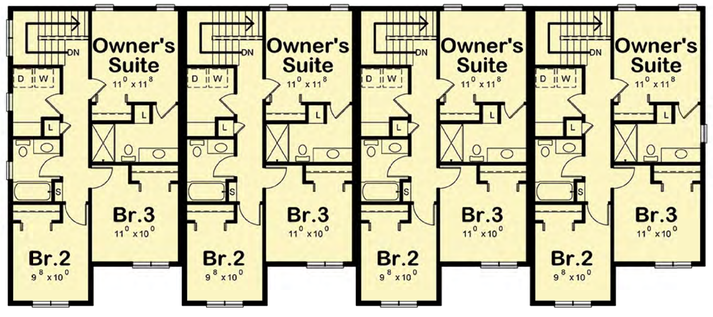


Floor Plans

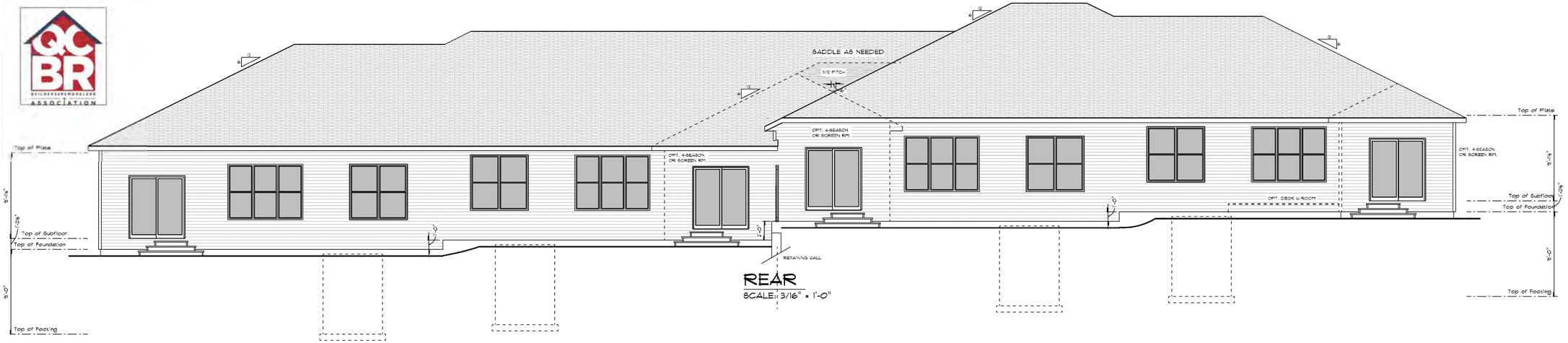
Main Level



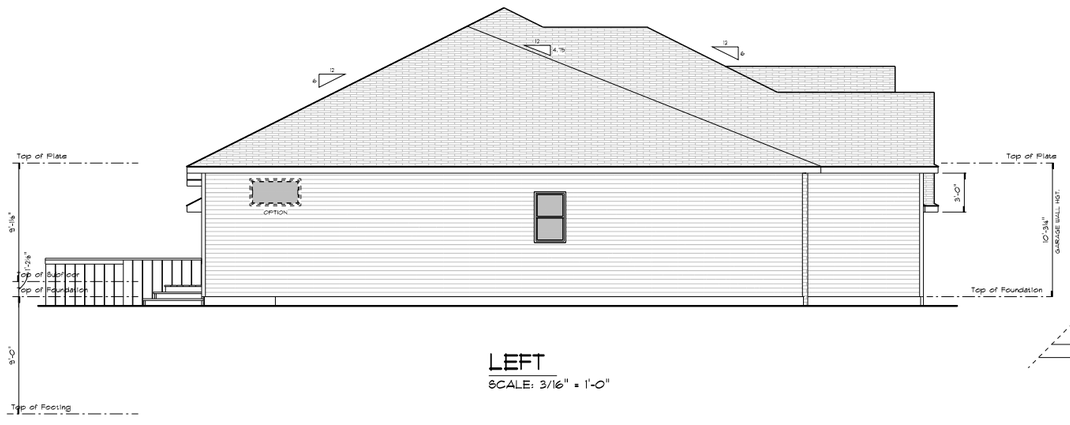
2nd Floor



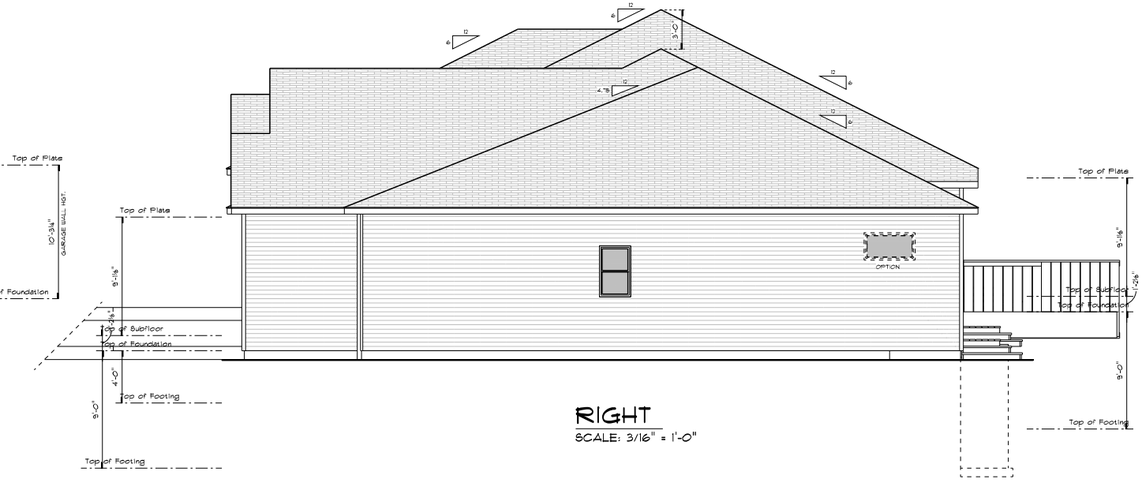
ATTACHMENT I



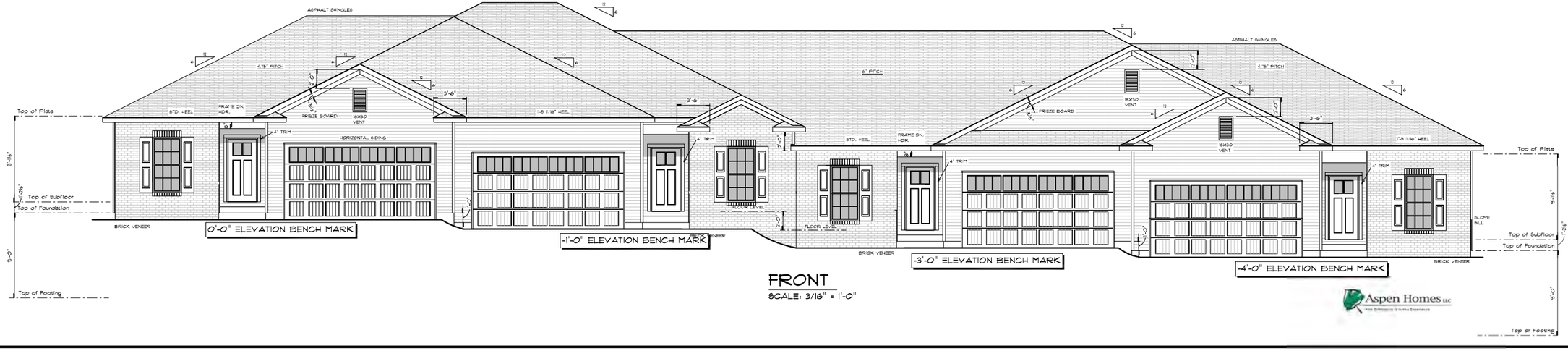
REAR
SCALE: 3/16" = 1'-0"



LEFT
SCALE: 3/16" = 1'-0"



RIGHT
SCALE: 3/16" = 1'-0"



FRONT
SCALE: 3/16" = 1'-0"

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RESIDENTIAL DESIGNS
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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

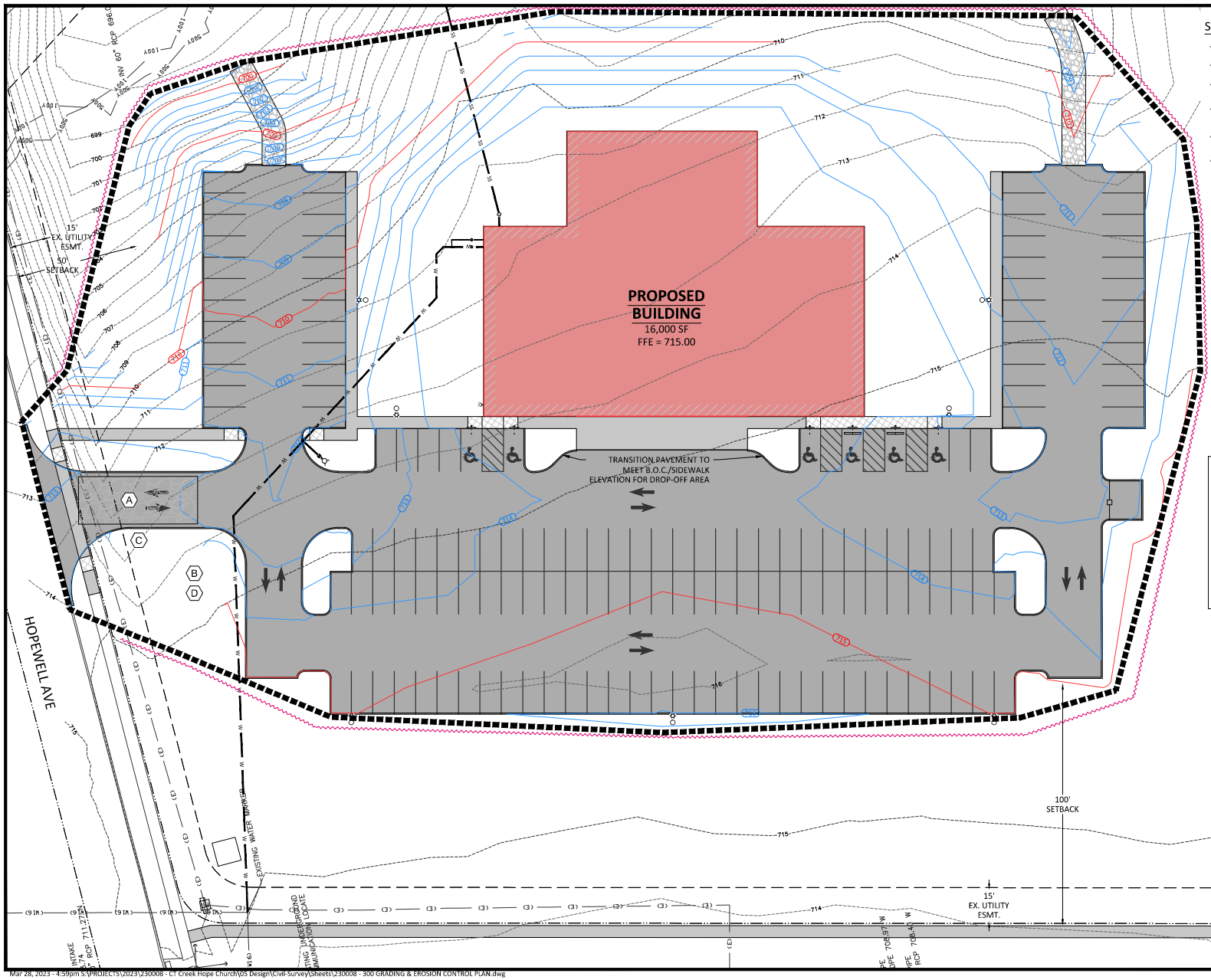
HOPE CHURCH

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

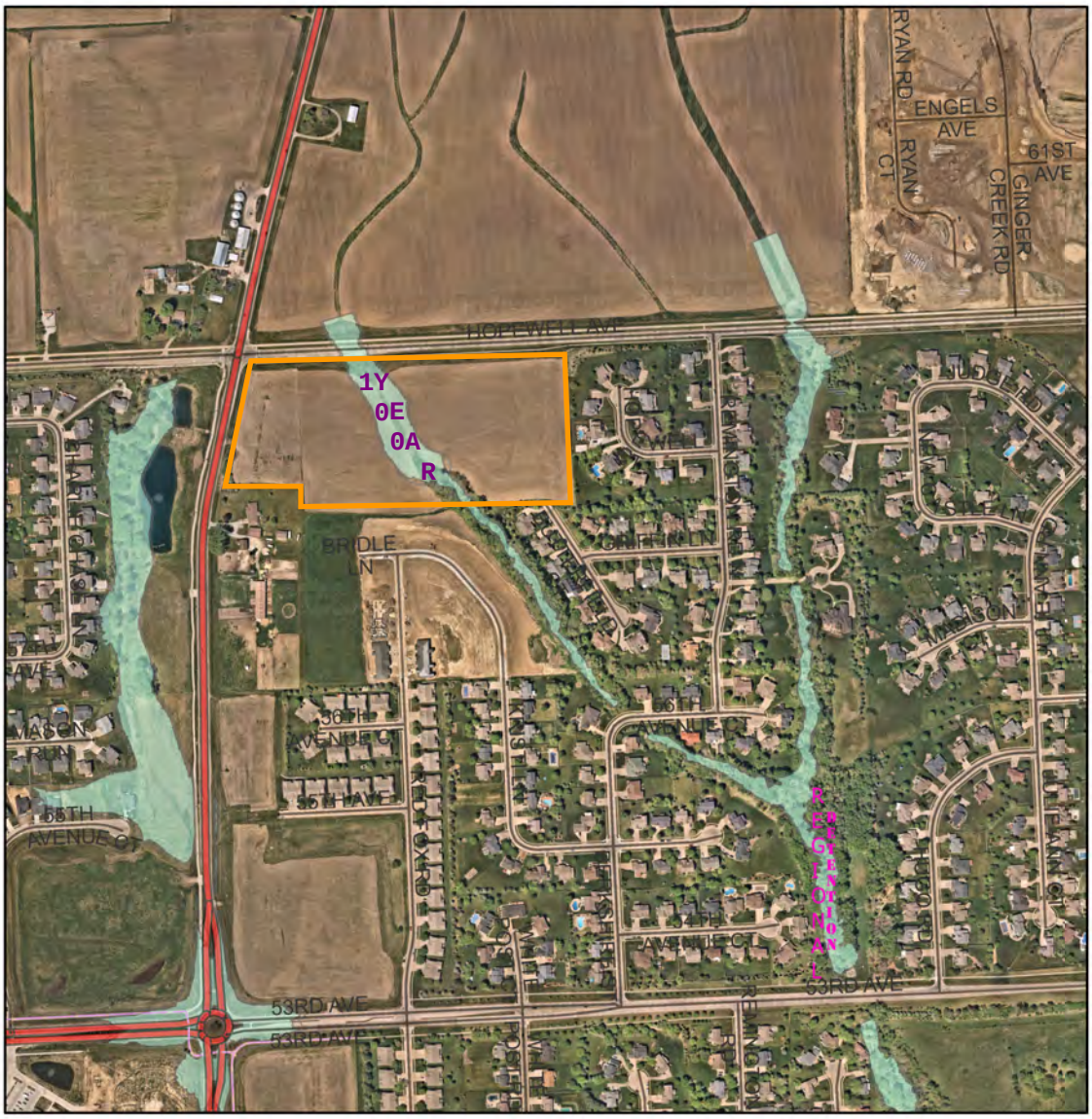
DRAWING LOG

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>

Bettendorf IOWA
a premier city

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.

AGREEMENT

This Agreement is entered this _____ day of May, 2023, by and between the City of Bettendorf, Iowa (hereinafter "City"), and First Assembly of God - Hope Church (hereinafter "Applicant") as follows:

WHEREAS, Applicant desires to rezone property located at the southeast corner of Middle Road and Hopewell Avenue, as more fully described in its application for rezoning, Case No. 23-018, and

WHEREAS, Applicant is the owner of the property set forth in the previous recital, and consents to the execution of this Agreement;

WHEREAS, Applicant has submitted a concept plan, attached hereto as Exhibit "A", (the "Concept Plan") to show how Applicant intends to develop the subject parcel, and

WHEREAS, the City desires said concept plan be followed in all material respects as a condition of the rezoning for the subject parcel, and

WHEREAS, Iowa Code §414.5 allows the City and Applicant to attach conditions to the rezoning approval, provided such conditions are approved in writing by the Applicant prior to the public hearing in front of the Council as required by Iowa Code Chapter 414, and

WHEREAS, this Agreement is signed by Applicant pursuant said Chapter,

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN IT IS AGREED BY THE CITY AND APPLICANT AS FOLLOWS:

1. That upon approval of the rezoning by the City, Applicant shall prepare a final plat of the rezoned parcel. Such plat shall include all material aspects to the Concept Plan. Failure to materially conform to the Concept Plan is grounds for denial of any subsequent plat.
2. Any site development plan submitted shall conform in all material respects to the Concept Plan. Failure to conform to the Concept Plan is grounds for denial of approval of said site development plan.
3. This Agreement is intended to be a condition of the rezoning in Case No. 23-018 and shall be a part of the ordinance approving such rezoning. Applicant

acknowledges it is the responsibility of Applicant to notify any such purchaser or assignee of the rezoned property of these conditions.

Dated this _____day of May, 2023.

City of Bettendorf, Iowa

By:_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Administrator

_____

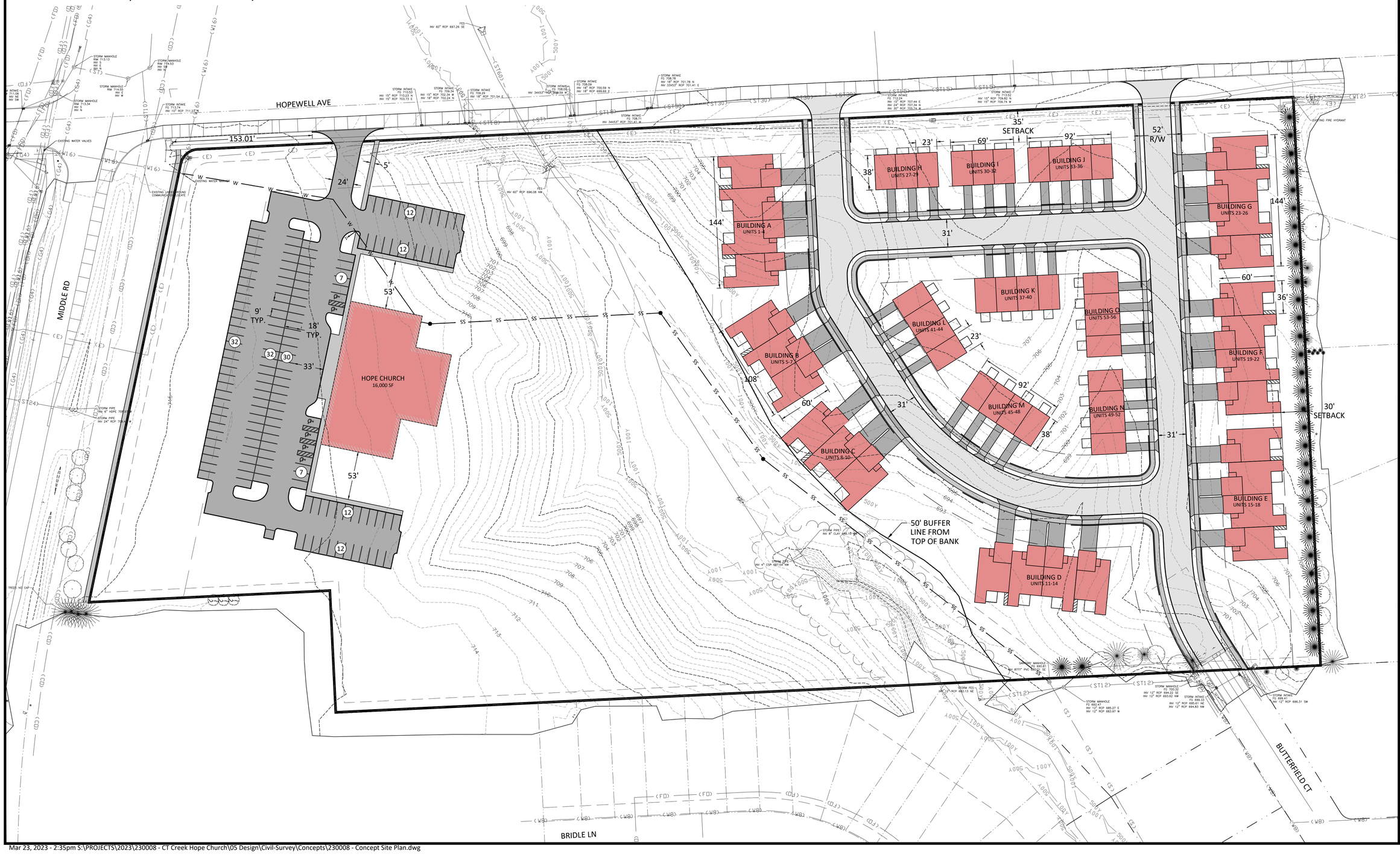
Pastor Craig Ruesch, Applicant and Property Owner

EXHIBIT A

CONCEPT SITE PLAN

HOPE CHURCH

BETTENDORF, SCOTT COUNTY, IOWA



Mar 23, 2023 - 2:35pm S:\PROJECTS\2023\230008 - CT Creek Hope Church\05 Design\Civil-Survey\Concepts\230008 - Concept Site Plan.dwg

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

SHEET NUMBER:
A.21

COUNCIL LETTER

MEETING DATE: June 19/20, 2023
REQUESTED BY: Mark Hunt

Item Title
Resolution approving a site development plan for 5019 Hopewell Avenue (proposed Lot 1, Hopewell Farm Second Addition), submitted by First Assembly of God/Hope Church. (Case 23-029)

Explanation
First Assembly of God/Hope Church has submitted a site development plan for a church to be located at 5019 Hopewell Avenue (proposed Lot 1, Hopewell Farm Second Addition). The future land use designation is split between Urban Medium Intensity (west) and Urban Low Intensity (east). The third reading of the ordinance rezoning the proposed subdivision Hopewell Farm Second Addition to R-3, Mixed Residential District is scheduled for June 20. Both future land use designations permit the rezoning to the R-3, Mixed Residential District which permits the church.

The proposed development is consistent with Comprehensive Plan Goal D: Provide Housing Options and Reinvest in Existing Neighborhoods and Goal F: Promote Recreational and Cultural Activity.

The Planning and Zoning Commission made a recommendation for approval of the site development plan at the May 17, 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 A SITE DEVELOPMENT PLAN FOR 5019 HOPEWELL AVENUE

WHEREAS, First Assembly of God/Hope Church has submitted a site development plan for 5019 Hopewell Avenue, 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 5019 Hopewell Avenue.

PASSED, APPROVED, AND ADOPTED this 20th day of June, 2023.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: Hopewell Farm Second Addition- Site Development Plan
Author: Greg Beck
Department: Community Development

Case No.:	23-029
Request:	Site Development Plan for Lot 1, Hopewell Farm Second Addition
Location:	5019 Hopewell Avenue – south of Hopewell Avenue and east of Middle Road
Legal Description:	Hopewell Farm First Addition - Parcel No. 841105101
Applicant:	First Assembly of God, Hope Church
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

First Assembly of God, Hope Church has submitted a request for approval of a site development plan for a church to be located on Lot 1, Hopewell Farm Second Addition (see Aerial Map, Attachment A). The zoning is proposed as R-3, Mixed Residential District and 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 also proposing a replatting at this time of Hopewell Farm First Addition to accommodate the church on the west side of the proposed subdivision and townhouses on the east side of the subdivision (see Final Plats, Attachments D and E).

Future Land Use and Comprehensive Plan

Both future land use designations permit the present 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. Goal of the Comprehensive Plan - Goal F: Promote Recreational and Cultural Activity.

Lot Configuration & Zoning Compliance

The proposed Hopewell Farm Second Addition contains 17.67 acres for the proposed church and residential units (see Final Plat, Attachment E). The number of lots would constitute twenty-nine total, with Lot 1 containing the proposed church site. The proposed church has an entry from Hopewell Avenue (see Site Development Plan, Attachment F). The church shall face Middle Road (see Elevations, Attachment G).

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

The church will have one access to Hopewell Avenue, having removed access to Middle Road. 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.

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

Requirements for parking were met at 154 spaces, which is slightly above what is required. All parking spaces shall be paved before a certificate of occupancy is granted.

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

Landscaping has been placed in streetscape areas and drive areas per the Landscape Ordinance (see Landscape Plan, Attachment H). Twenty-nine tree factors are required in the streetscape and eight are required in the parking lot. The developer furnished double tree factors with fifteen, 4-inch caliper trees accounting for thirty-tree factors. Four other tree factors are given for 2-inch caliper trees. Two tree species are also being planted with 3-inch calipers to finish out the overall tree count.

Lighting

Lighting intensities are shown on the lighting plan (see Lighting Plan, Attachment I). All lighting shall be required to be downcast on the parcel.

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 E and J). Outlots also separate the lots of record from the flood plain.

Staff Recommendation

The site development is complaint with City code. Staff recommends approval with the following standard conditions:

1. Approval of the final plat does not waive any applicable city, state, or federal provisions as required by law.
2. Before a Certificate of Occupancy is issued, the parking lot must be surfaced and striped.

Respectfully submitted,

Greg Beck
City Planner

N

23-029 HOPE CHURCH SITE DEVELOPMENT PLAN

AERIAL

0 250 500 1,000 Feet

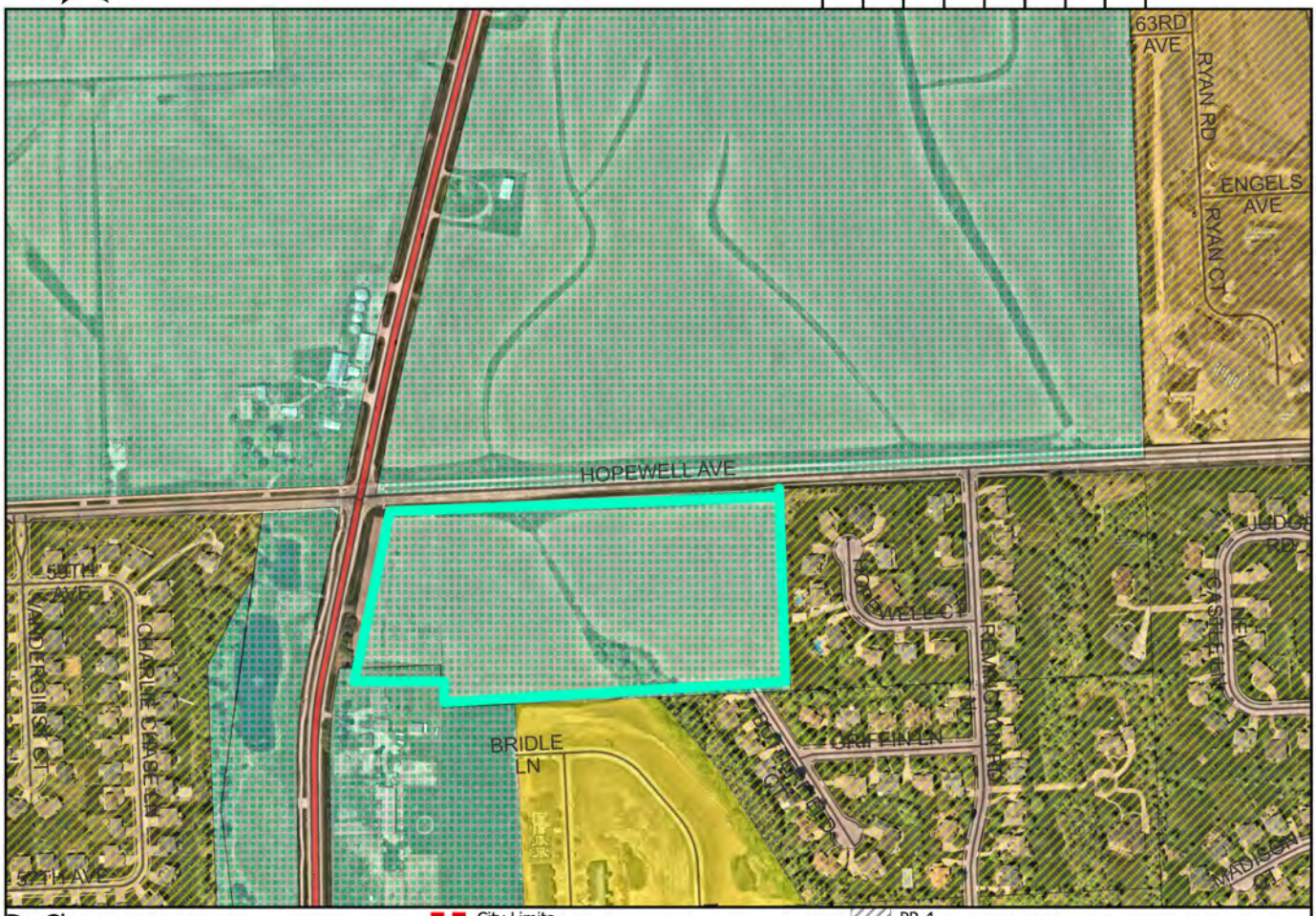


23-029 HOPE CHURCH SITE DEVELOPMENT PLAN

ZONING AERIAL

N

0 250 500 1,000 Feet



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

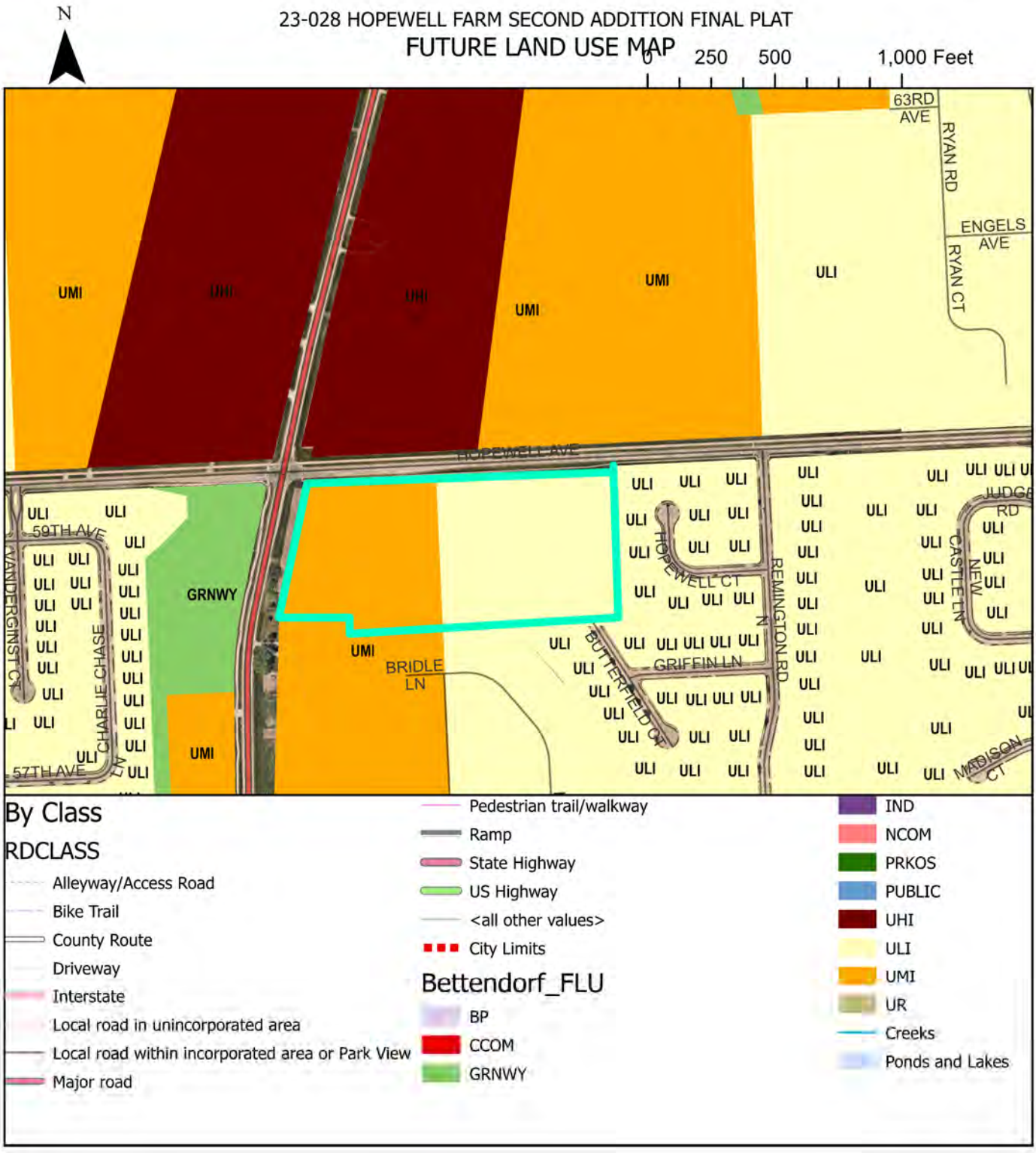
Current Zoning

ZONING

- A-1
- A-2
- C-1
- C-2
- C-3
- C-6
- C-7
- I-1
- I-2
- I-3
- PR-3
- PR-4
- PR-5
- PUD
- Parks
- R-1
- R-2
- R-3
- R-4
- R-5
- U-LI
- U-MI
- U-HI
- Creeks
- Ponds and Lakes

23-028 HOPEWELL FARM SECOND ADDITION FINAL PLAT

FUTURE LAND USE MAP



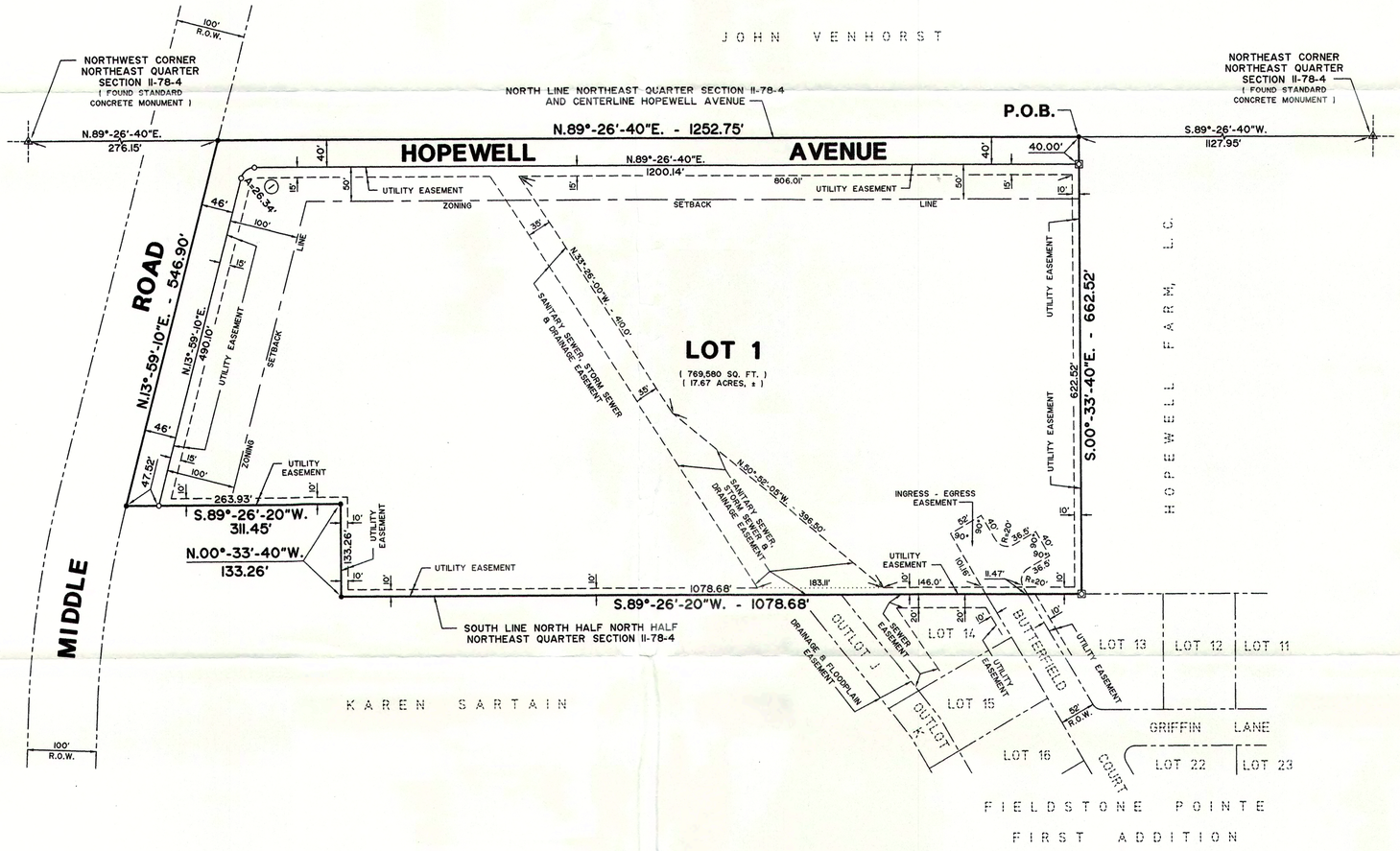
FINAL PLAT OF

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.

100 0 0 25 50 100
(SCALE : 1" = 100')



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'

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.

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. 1858L-24X36

FINAL PLAT
HOPEWELL FARM SECOND ADDITION
BEING A REPLAT OF HOPEWELL FARM FIRST ADDITION
BETTENDORF, IOWA

OWNER:	APPLICANT:	PREPARED BY:
FIRST ASSEMBLY OF GOD 1811 18TH ST BETTENDORF, IA 52722	CT CREEK 1805 STATE ST STE 103 BETTENDORF, IA 52722	AXIOM CONSULTANTS, LLC 60 E. COURT STREET, UNIT 3 IOWA CITY, IOWA 52240

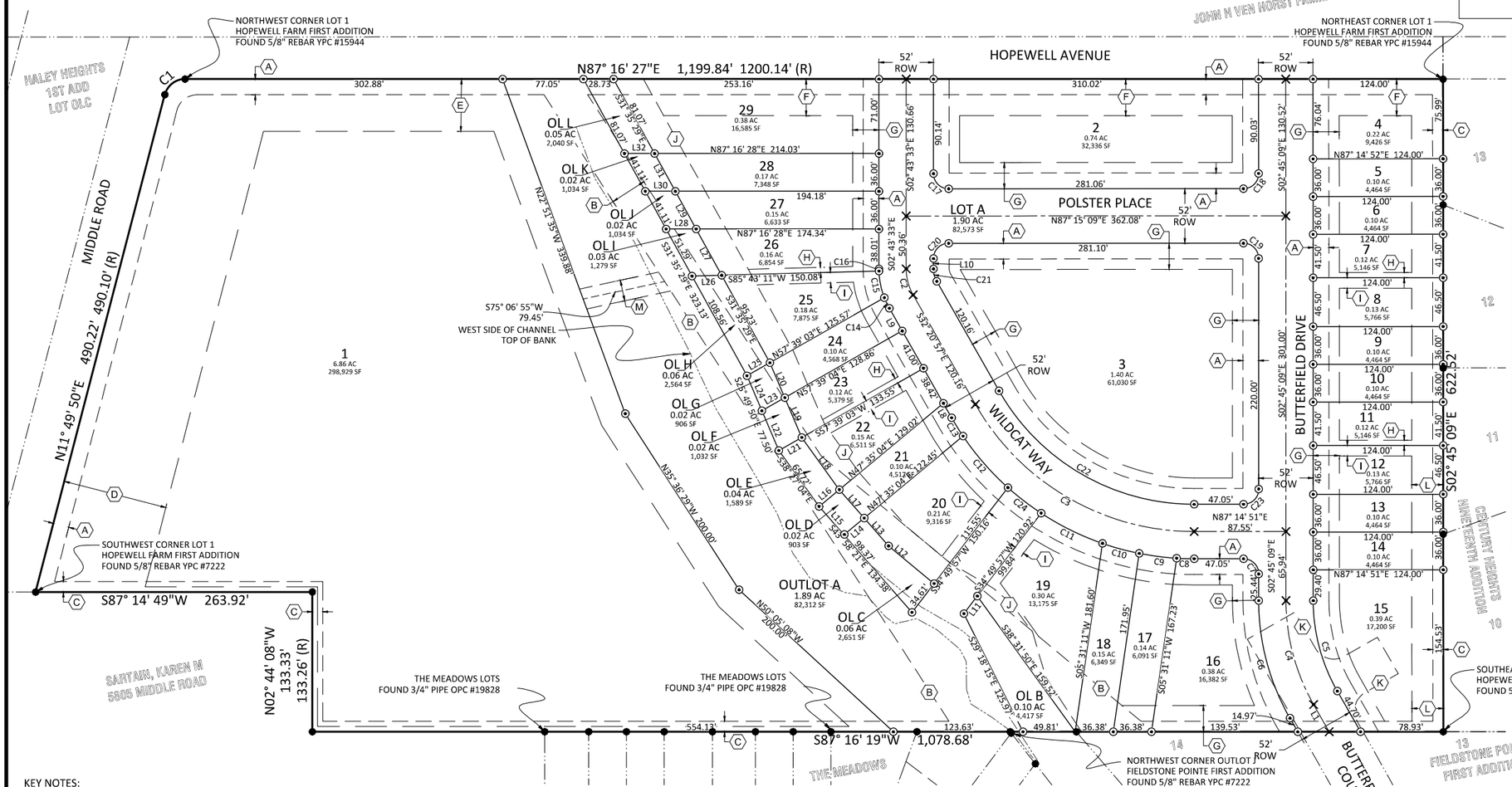
LEGAL DESCRIPTION:

ALL OF LOT 1 OF HOPEWELL FARMS FIRST ADDITION AS RECORDED IN FILE # 2003-64452, NOW IN AND FORMING A PART OF THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

DESCRIBED AREA CONTAINS 17.67 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

FOR RECORDER'S USE ONLY

RECORDER'S INDEX
COUNTY: SCOTT
SECTION: 11-T78N-R4E
QUARTER SECTION: N 1/2 NE 1/4
CITY: BETTENDORF
SUBDIVISION: HOPEWELL FARM 2ND ADD
BLOCK: NA
LOT(S): NA



LINE TABLE		
LINE #	LENGTH	BEARING
L1	29.84	S32° 28' 52"E
L2	29.95	N87° 16' 19"E
L3	29.95	N87° 16' 19"E
L4	26.00	N87° 16' 27"E
L5	26.00	N87° 16' 27"E
L6	26.00	N87° 16' 27"E
L7	26.00	N87° 16' 27"E
L8	15.90	N32° 20' 57"W
L9	24.84	N32° 20' 57"W
L10	9.87	S02° 43' 33"E
L11	21.08	S34° 49' 57"W
L12	56.38	S53° 02' 06"E
L13	35.29	S43° 58' 21"E
L14	25.08	N47° 35' 04"E
L15	36.01	S43° 58' 21"E
L16	25.08	N47° 35' 04"E
L17	36.01	S43° 58' 21"E
L18	61.32	S38° 27' 04"E
L19	41.27	S25° 49' 50"E
L20	36.23	S25° 49' 50"E
L21	25.16	S57° 39' 03"W
L22	41.27	S25° 49' 50"E
L23	25.16	N57° 39' 03"E
L24	36.23	S25° 49' 50"E
L25	25.16	N57° 39' 03"E
L26	28.32	S85° 43' 11"W
L27	50.41	S31° 35' 29"E
L28	28.73	N87° 16' 28"E
L29	41.11	S31° 35' 29"E
L30	28.73	N87° 16' 28"E
L31	41.11	S31° 35' 29"E
L32	28.73	N87° 16' 28"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	26.20	20.00	75°02'37"	N49° 37' 05"E	24.36
C2	25.85	50.00	29°37'26"	S17° 32' 15"E	25.56
C3	253.02	240.00	60°24'12"	S62° 33' 03"E	241.46
C4	103.77	200.00	29°43'43"	S17° 37' 00"E	102.61
C5	90.28	174.00	29°43'43"	S17° 37' 00"E	89.27
C6	117.26	226.00	29°43'43"	N17° 37' 00"W	115.95
C7	22.78	14.50	90°00'00"	N47° 45' 09"W	20.51
C8	16.77	266.00	3°36'41"	S89° 03' 12"W	16.76
C9	36.03	266.00	7°45'39"	N85° 15' 38"W	36.00
C10	36.30	266.00	7°49'08"	N77° 28' 14"W	36.27
C11	65.37	266.00	14°04'54"	N66° 31' 13"W	65.21
C12	65.37	266.00	14°04'54"	N43° 48' 53"W	65.21
C13	20.54	266.00	4°25'29"	N34° 33' 41"W	20.54
C14	11.20	76.00	8°26'25"	N28° 07' 44"W	11.19
C15	26.04	76.00	19°37'43"	N14° 05' 40"W	25.91
C16	2.06	76.00	1°33'16"	N03° 30' 11"W	2.06

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C17	22.78	14.50	90°01'19"	N47° 44' 12"W	20.51
C18	22.78	14.50	90°00'17"	S42° 15' 00"W	20.51
C19	22.78	14.50	89°59'43"	N47° 45' 00"W	20.51
C20	22.77	14.50	89°58'41"	S42° 15' 48"W	20.50
C21	12.41	24.00	29°37'24"	S17° 32' 15"E	12.27
C22	225.61	214.00	60°24'12"	S62° 33' 03"E	215.30
C23	22.78	14.50	90°00'00"	N42° 14' 51"E	20.51
C24	40.04	266.00	8°37'27"	N55° 10' 03"W	40.00

KEY NOTES:

- (A) 15' PUBLIC UTILITY EASEMENT
- (B) SANITARY SEWER, STORM SEWER & DRAINAGE EASEMENT, BK2003;PG 64452
- (C) 10' UTILITY EASEMENT
- (D) 100' ZONING SETBACK
- (E) 50' ZONING SETBACK
- (F) 35' ZONING SETBACK
- (G) 25' BUILDING FRONT AND REAR SETBACK
- (H) 5' BUILDING SIDE SETBACK (TYP)
- (I) 10' BUILDING SIDE SETBACK (TYP)
- (J) 50' BUFFER FROM TOP OF BANK/OVERLAND FLOW EASEMENT
- (K) INGRESS/EGRESS EASEMENT TO BE VACATED
- (L) 30' SETBACK
- (M) 20' PRIVATE SANITARY SEWER EASEMENT

GENERAL NOTES:

1. BASIS OF BEARINGS IS THE IOWA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
2. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
3. NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
4. NO INVESTIGATION WAS MADE AS A PART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITIES OR MUNICIPAL FACILITIES, EXCEPT AS NOTED. CALL IOWA ONE-CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES.
5. DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.
6. 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.
7. PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY DEDICATED WITHIN THE PLAT. FURTHER THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.
8. BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSORMERS, PRIMARY CABLE, GAS SERVICE, WATER SERVICE, SEWER LATERALS, TELEPHONE SERVICE AND CABLE T.V. TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.
9. THE OWNERS OF LOTS WITH DRAINAGE EASEMENTS SHALL MAINTAIN A STORM WATER PASSAGEWAY WITHIN THE AREA PLATTED AS A "DRAINAGE EASEMENT". THIS AREA SHALL BE MAINTAINED AS A LAWN FREE OF STRUCTURES, BUSHES, TREES, AND OTHER LANDSCAPING THAT WOULD IMPEDE THE SURFACE FLOW OF STORM WATER. FUTURE VARIANCES SHALL NOT BE GIVEN TO SUCH STRUCTURES. FENCES SHALL NOT BE ALLOWED WITHIN ANY DRAINAGE EASEMENT OR DRAINAGEWAY.
10. ALL INTERIOR ROADS SHALL HAVE SIDEWALK ON BOTH SIDES.
11. ALL DEVELOPED LOTS ASSOCIATED WITH THIS PLAT TO CONTRIBUTE TO THE EXISTING REGIONAL DETENTION FACILITY IN AN AMOUNT TO BE CALCULATED BY THE CITY ENGINEER.
12. OWNERS OF LOT 2, LOTS 4-15, AND LOTS 16-29 ARE PROHIBITED FROM ENCROACHING INTO THE REAR YARD SETBACK AND MAY NOT MAKE A VARIANCE REQUEST TO DO SO.
13. LOTS 19-29 CANNOT BE SOLD WITHOUT THE ADJOINING OUTLOTS B-L, RESPECTIVELY, BEING INCLUDED AND NO STRUCTURES ARE PERMITTED ON THE OUTLOTS.
14. THE ZONING FOR THE LOTS SHOWN ON THE SITE IS R-3 AT TIME OF PLATTING.
    REQUIRED SETBACKS FOR THE R-3 ZONING ARE:

FRONT	SIDE	STREET SIDE	REAR
25'	5'/10'	25'	25'

15. THE INTENDED USE OF THE OUTLOT AND LETTERED LOTS WITHIN THE PLAT ARE AS FOLLOWS:

OUTLOT	INTENDED USE	RESPONSIBLE PARTY
OUTLOT A	AREA FOR DRAINAGE	HOMEOWNER'S ASSOCIATION
OUTLOT B-L	FLOODPLAIN/DRAINAGE EASEMENT	LOT OWNER
LOT A	RIGHT-OF-WAY DEDICATION	CITY OF BETTENDORF

LEGEND

- SET 3/4" Ø PIPE OPC 19828
- SET CUT X
- FOUND 5/8" REBAR W/ YPC #7222 OR AS LABELED
- (R) PREVIOUSLY RECORDED AS
- OPC ORANGE PLASTIC CAP
- YPC YELLOW PLASTIC CAP
- PROPOSED BOUNDARY/PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT

CITY OF BETTENDORF

BY _____ DATE _____

ATTEST _____ DATE _____

PLANNING AND ZONING

BY _____ DATE _____

UTILITY APPROVALS

CENTURYLINK _____ DATE _____

MIDAMERICAN ENERGY _____ DATE _____

MEDIACOM _____ DATE _____

IOWA AMERICAN WATER COMPANY _____ DATE _____

METRONET _____ DATE _____

PROFESSIONAL LAND SURVEYOR
BRADLEY R. GEATER 19828
IOWA

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

BRADLEY R. GEATER, P.L.S., P.E. DATE
LICENSE NUMBER 19828.

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023.

PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

NOT FOR CONSTRUCTION

ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

0 30 60

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE

PROJECT NAME: HOPE CHURCH BETTENDORF, IOWA

CLIENT NAME: CT CREEK

SHEET NAME: FINAL PLAT

DESIGNED, DETAILED, AND CHECKED BY: BOELK

PROJECT NO.: 230008

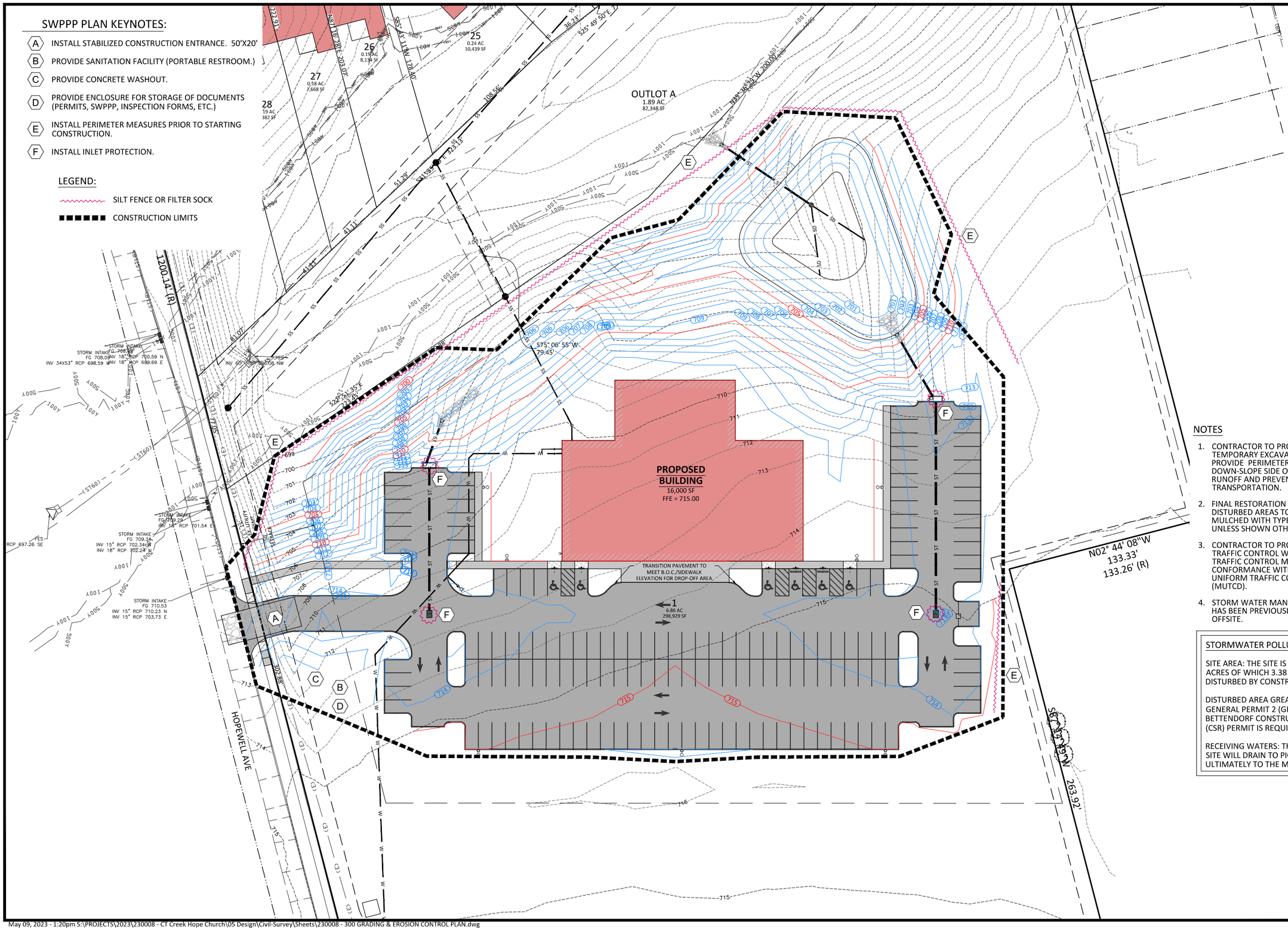
SHEET NUMBER: 1 OF 1

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) INSTALL INLET PROTECTION.

LEGEND:

- SILT FENCE OR FILTER SOCK
- 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.

STORMWATER POLLUTION PREVENTION:

SITE AREA: THE SITE IS APPROXIMATELY 6.86 ACRES OF WHICH 3.38 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 15 30

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE
1	CITY FIRST SUBMITTAL	03-28-2023
2	CLIENT OWNER PRICE SET	04-28-2023
3	RTC #2	05-09-2023

PROJECT NAME: HOPE CHURCH
BETTENDORF, IA 52722
CLIENT NAME: CT CREEK
SHEET NAME: GRADING & EROSION CONTROL PLAN
DESIGN PROFESSIONAL: BOELK
PROJECT NO.: 23-0008
SHEET NUMBER: C-300



CONCEPTUAL RENDERING

HOPE CHURCH

2023.02.23

POINT BUILDERS
BUILDING INNOVATIVE SOLUTIONS

VANTAGE
ARCHITECTS

ID	QTY.	BOTANICAL/COMMON NAME	MAT. SIZE	ROOT	SPACING	NOTES
DECIDUOUS TREES						
RO	7	Quercus Rubra RED OAK	60' H X 60' W	BB	SEE PLAN	MIN. OF 4" TRUNK DIAMETER AT 6" ABOVE GRADE AND 40" BALL OR POT
AB	8	Acer x Freemanii 'Jeffersred' AUTUMN BLAZE	50' H X 45' W	BB	SEE PLAN	MIN. OF 4" TRUNK DIAMETER AT 6" ABOVE GRADE AND 40" BALL OR POT
BG	2	Nyssa Sylvatica BLACK GUM	35' H X 30' W	BB	SEE PLAN	MIN. OF 2" TRUNK DIAMETER AT 6" ABOVE GRADE AND 22" BALL OR POT
BP	2	Betula Platyphylla 'VerDale' (Prairie Vision) ASIAN WHITE BIRCH	35' H X 30' W	BB	SEE PLAN	MIN. OF 2" TRUNK DIAMETER AT 6" ABOVE GRADE AND 22" BALL OR POT
MA	2	Maackia Amurensis MAACKIA	25' H X 25' W	BB	SEE PLAN	MIN. OF 3" TRUNK DIAMETER AT 6" ABOVE GRADE AND 30" BALL OR POT
KD	2	Cornus Kousa 'Peve Limbo' KOUSA DOGWOOD	12' H X12' W	BB	SEE PLAN	MIN. OF 12" HEIGHT AND 30" BALL OR POT
DECIDUOUS SHRUBS						
LP	33	Spiraea Japonica 'Walbuma' MAGIC CARPET	1-2' H X 2-3' W	2 GAL.	SEE PLAN	MIN. OF 12" HEIGHT WHEN PLANTED
SJ	48	Spiraea Japonica 'Little Princess' LITTLE PRINCESS SPIREA	2.5' H X 3' W	2 GAL.	SEE PLAN	MIN. OF 12" HEIGHT WHEN PLANTED
ORNEMENTAL GRASSES						
CA	169	Calamagrostis x acutiflora 'Karl Foerster' Foerster's Feather Reed Grass	3-5' H X 2-3' W	2 GAL.	SEE PLAN	MIN. OF 18" HEIGHT WHEN PLANTED
ALL PLANTS NURSERY MATCHED, QUALITY SPECIMEN; PLANS SHALL SUPERCEDE PLANT COUNTS						

LANDSCAPE LEGEND:

- PROPOSED DECIDUOUS OVERSTORY TREE
- PROPOSED DECIDUOUS UNDERSTORY
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASS
- PROHIBITED PLANTING AREA

PROPOSED BUILDING
16,000 SF
FFE = 715.00

01-AB, 01-RO, 18-CA, 10-SJ, 24-CA, 14-LP, 42-CA, 19-LP, 77-CA, 38-SJ, 01-MA, 01-KD, 01-BP, 01-BG, 11-CA

1
6.86 AC
298,929 SF

S22° 54' 55"E 223.45'

N02° 44' 08"W 133.33' 133.26' (R)

S87° 14' 49"W 263.92'

N11° 49' 50"E 490.22' 490.10' (R)

HOPEWELL AVE

EXISTING WATER MARKER

C1

NOT FOR CONSTRUCTION

ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

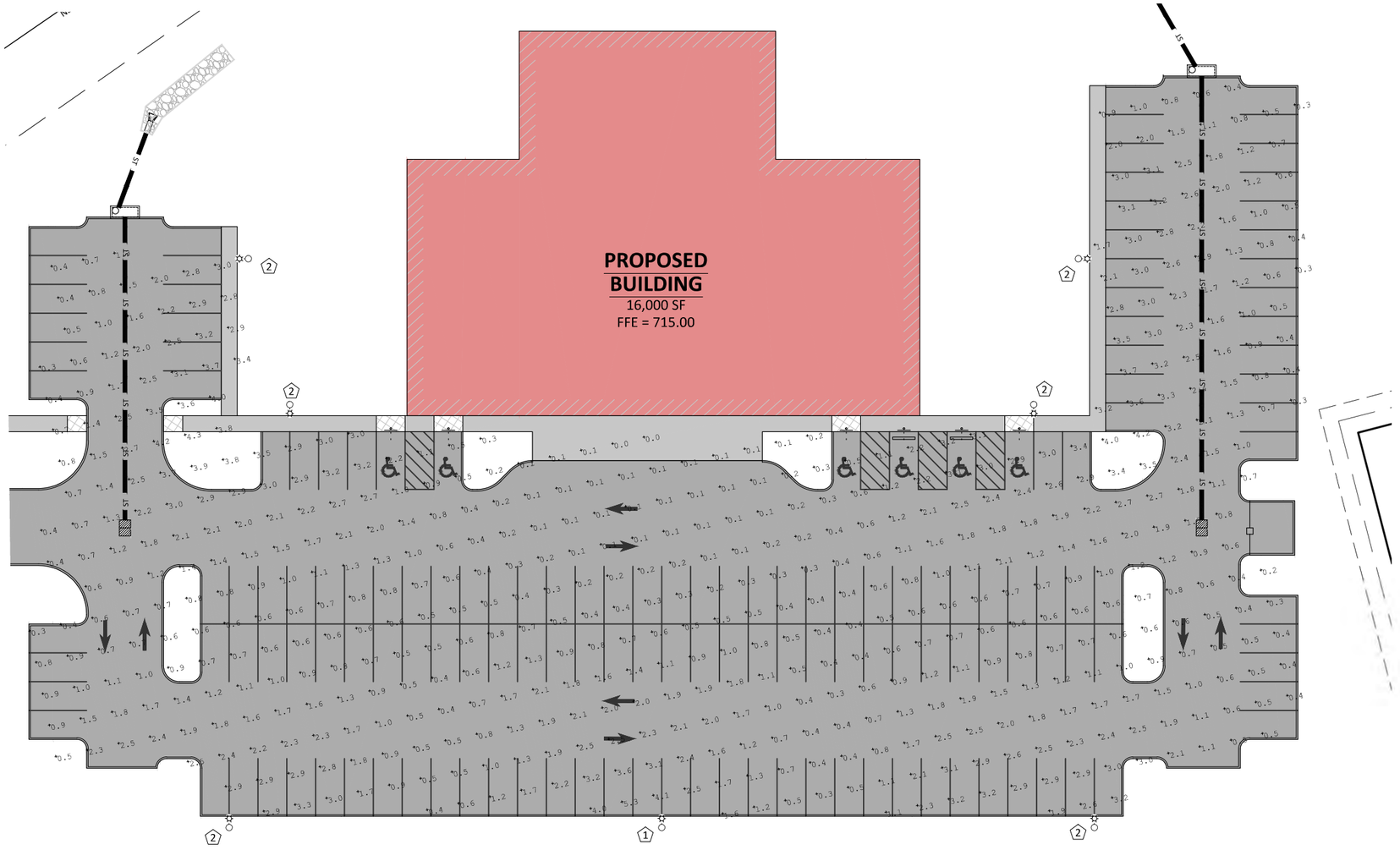
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DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE
1	CITY FIRST SUBMITTAL	03-28-2023
2	CLIENT OWNER PRICE SET	04-28-2023
3	RTC #2	05-09-2023

PROJECT NAME: HOPE CHURCH
BETTENDORF, IA 52722
CLIENT NAME: CT CREEK
SHEET NAME: LANDSCAPE PLAN
PROJECT NO.: 23-0008
DESIGN PROFESSIONAL: BOELK
SHEET NUMBER: L-100

May 09, 2023 - 1:21pm S:\PROJECTS\2023\230008 - CT Creek Hope Church\05 Design\Civil-Survey\Sheets\230008 - L-100 LANDSCAPE PLAN.dwg



GENERAL NOTES:

1. THE ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH NEC 2017 AND ALL APPLICABLE LOCAL CODES.
2. CONTRACTOR SHALL FURNISH, INSTALL AND CONNECT ALL MATERIAL AND EQUIPMENT FOR THIS WORK UNLESS OTHERWISE NOTED.
3. ELECTRICAL CONTRACTOR TO VERIFY AVAILABLE VOLTAGE PRIOR TO ORDERING MATERIAL.
4. CONTROLS ARE NOT PROVIDED AS PART OF THIS WORK. COORDINATE EXTERIOR LIGHTING CONTROLS WITH ENGINEER/CONTRACTOR FOR BUILDING.
5. INSTALL CONDUIT AND CONDUCTORS TO EACH FIXTURE, TYPE AND SIZE DEPENDS ON AVAILABLE VOLTAGE. CONFIRM AVAILABLE VOLTAGE WITH ENGINEER/CONTRACTOR FOR BUILDING.

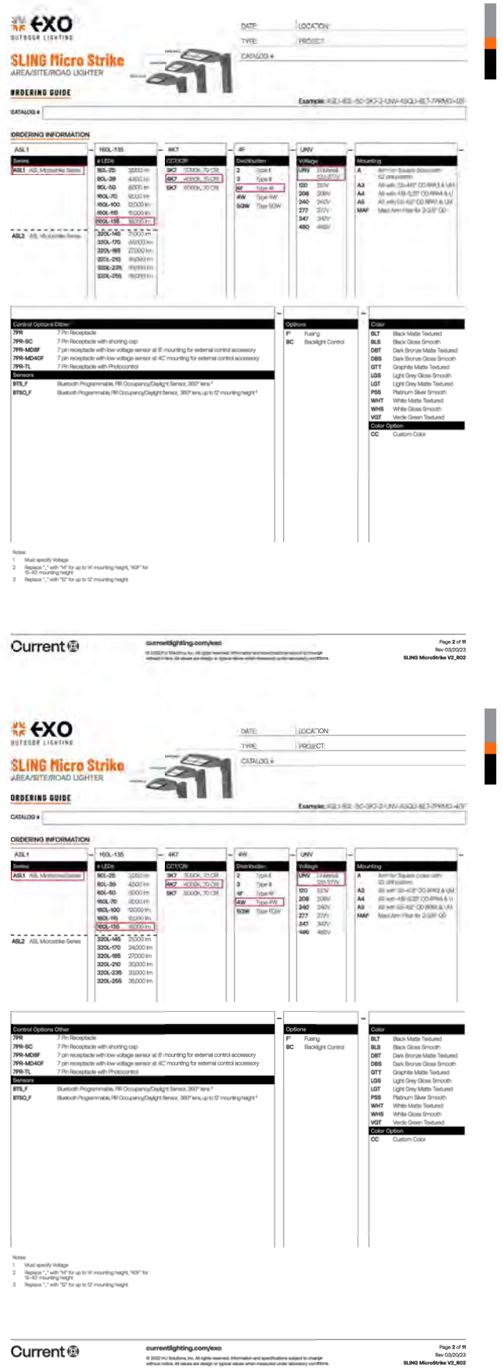
LIGHTING PLAN KEYNOTES:

(1) F1: PROPOSED LIGHT FIXTURE
MANUFACTURER: CURRENT
MODEL #: ASL1-160L-135-4K-4F
POLE: SSS-E-35-40-A-XX-XX
MOUNTING: 25'
LUMENS: 17,300
WATTAGE: 141.4W

(2) F2: PROPOSED LIGHT FIXTURE
MANUFACTURER: CURRENT
MODEL #: ASL1-160L-135-4W
POLE: SSS-E-35-40-A-XX-XX
MOUNTING: 25'
LUMENS: 17,568
WATTAGE: 133.1W

NOTE: BUILDING MOUNTED FIXTURES ARE NOT INCLUDED WITH THESE CALCULATIONS. BUILDING DESIGN HAS NOT BEEN FINALIZED.

TOTAL OUTDOOR LIGHT OUTPUT			
TAG	QUANTITY	LUMENS	TOTAL LUMENS
F-1	1	17,300	17,300
F-2	6	17,568	105,408
		TOTAL	122,408
LUMENS PER NET ACRE (4.6)			36,543



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
2	CLIENT OWNER PRICE SET	04-28-2023
3	RTC #2	05-09-2023

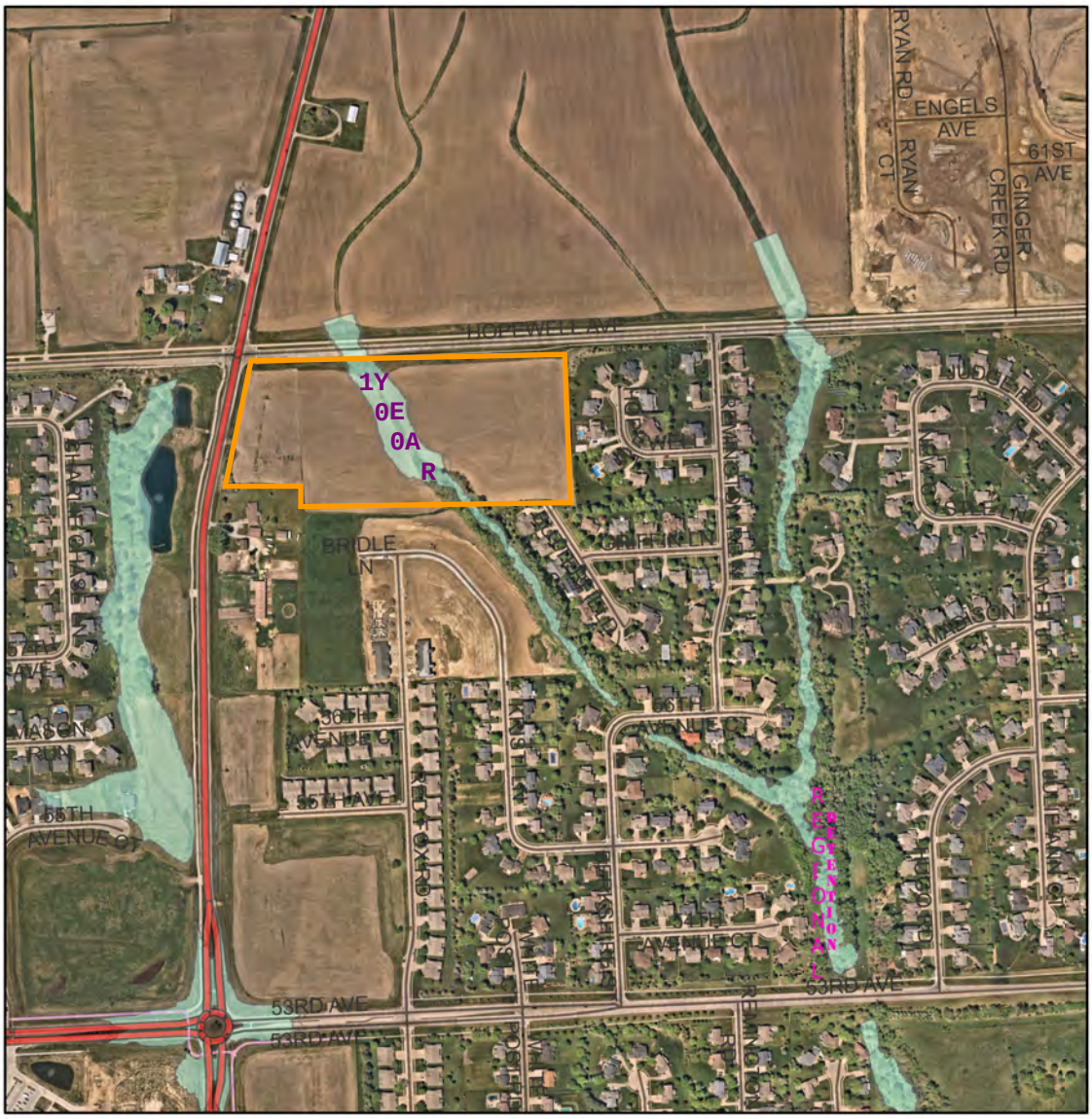
PROJECT NAME: HOPE CHURCH
BETTENDORF, IA 52722
CLIENT NAME: CT CREEK

NOT FOR CONSTRUCTION

SHEET NAME: PHOTOMETRIC PLAN
PROJECT NO.: 23-0008
DESIGN PROFESSIONAL: BOELK

SHEET NUMBER: E-100

FEMA FLOOD HAZARD AERIAL ATTACHMENT K



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>

June 14, 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 5019 Hopewell Avenue, submitted by First Assembly of God/Hope Church. (Case 23-029)

Honorable Mayor and Members of the City Council:

On May 17, 2023, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named site development plan.

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

Sincerely,

Mark D. Hunt
Director, Community Development

7. Case 23-028 – Final Plat; Hopewell Farm Second Addition, submitted by CT Creek. (Staff: Beck)

8. Case 23-029 – Site Development Plan; 5019 Hopewell Avenue, submitted by First Assembly of God/Hope Church. (Staff: Beck)

Beck reviewed the staff reports.

A brief discussion was held regarding the timing of the submittal of a site development plan for the townhomes proposed for the east side of the proposed subdivision.

Tim Cernin, 5213 Hopewell Court, requested that a 10-foot high berm be required along the eastern boundary of the proposed subdivision rather than trees that are proposed. Morlok stated that that type of issue would be addressed during the review of the site development plan, adding that the final plat only specifies the legal division of the lots.

Glenn Dugan, 5736 Butterfield Court, suggested that the best way to continue development north of Fieldstone Pointe is to develop the property with high-end single-family homes. He requested that Butterfield Court not be extended into the new subdivision.

Wendie Clifton, 5323 Hopewell Court, asked how the residents can become a part of the process of creating the site development plan for the townhomes. Stoltenberg stated that developers typically hold neighborhood meetings during which they take input from the residents. Hunt explained that while the code does not require developers to hold neighborhood meetings, the developer did hold one that he attended. He suggested that citizens could contact the developer directly to make suggestions. Gibson concurred, adding that residents should bring new ideas and suggestions without rehashing questions that have been asked and answered.

Tony Clifton, 5323 Hopewell Court, asked if the only thing on the west side of the subdivision would be the church and associated parking lot. Morlok confirmed this.

> On motion by Kappeler, second by Gibson, that the final plat of Hopewell Farm Second Addition be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

> On motion by Kappeler, second by Satterfield, that a site development plan for 5019 Hopewell Avenue be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: June 20, 2023
REQUESTED BY: Mark Hunt

Item Title

Resolution approving the final plat of Hopewell Farm Second Addition (replat of Hopewell Farm First Addition), submitted by CT Creek. (Case 23-028)

Explanation

CT Creek has submitted the final plat of Hopewell Farm Second Addition. The future land use designation is split between Urban Medium Intensity (west) and Urban Low Intensity (east), and the third reading of the ordinance rezoning the subdivision to R-3, Mixed Residential District is scheduled for June 20. The proposed replat is to accommodate a church on the west side of the proposed subdivision and townhouses on the east side of the subdivision. Both future land use designations permit the rezoning to the R-3, Mixed Residential District which allows the church and townhouse uses.

The proposed 29-lot subdivision contains 17.67 acres, with Lot 1 containing the proposed church site and Lots 2-29 for the townhouses. No buffer yard is required between R-3 and R-1 zoned parcels, but a 30-foot-wide landscaped buffer has been provided along the adjoining R-1 zoned subdivisions to the east and south. The developer is providing a buffer yard equivalent to that found in R-4 and R-5 multi-family residence zoning districts to separate the proposed structures from adjacent single-family zoned parcels.

The proposed development is consistent with Comprehensive Plan Goal D: Provide Housing Options and Reinvest in Existing Neighborhoods and Goal G: Attract Young People. Goal of the Comprehensive Plan - Goal F: Promote Recreational and Cultural Activity.

The Planning and Zoning Commission made a recommendation for approval of the final plat at the May 17, 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 HOPEWELL FARM SECOND ADDITION (REPLAT OF HOPEWELL FARM FIRST ADDITION)

WHEREAS, CT Creek has submitted the final plat of Hopewell Farm Second Addition, and

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

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

WHEREAS, a site development plan generally reflecting the developments as shown on the concept plan will be required, 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 Hopewell Farm Second Addition.

PASSED, APPROVED, AND ADOPTED this 20th day of June, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: Hopewell Farm Second Addition- Final Plat
Author: Greg Beck
Department: Community Development

Case No.:	23-028
Request:	Replatting to delineate separate portions of existing plat Hopewell Farm First Addition
Location:	5019 Hopewell Avenue – south of Hopewell Avenue and east of Middle Road
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

Ben Eastep of CT Creek has submitted a request for a final plat of Hopewell Farm Second Addition (see Aerial Map, Attachment A). The zoning is proposed as R-3, Mixed Residential District and 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 replatting of Hopewell Farm First Addition to accommodate a church on the west side of the proposed subdivision and townhouses on the east side of the subdivision (see Final Plats, Attachments D and E).

Future Land Use and Comprehensive Plan

Both future land use designations permit the rezoning to the R-3, Mixed Residential District, which allows the church and townhouse uses. The proposed development is consistent with Comprehensive Plan Goal D: Provide Housing Options and Reinvest in Existing Neighborhoods and Goal G: Attract Young People. Goal of the Comprehensive Plan - Goal F: Promote Recreational and Cultural Activity.

Lot Configuration & Zoning Compliance

The proposed Hopewell Farm Second Addition contains 17.67 acres for the proposed church and residential units (see Final Plat, Attachment E). The number of lots would constitute twenty-nine total, with Lot 1 containing the proposed church site. Lots 2-29 are designated for the building of townhouses. 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.

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

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

The church will have one point of access at Hopewell Avenue. The access to the proposed townhome development will come from street connections to Hopewell Avenue. Butterfield Drive will be extended to connect to Hopewell Avenue and Wildcat Way will create an additional connection.

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. Five-foot-wide sidewalks are required on all new right-of-way created for development (Polster Place, Wildcat Way, Butterfield Drive).

Off-Street Parking

Off-street parking appears sufficient for both developments and will be verified at the Site Development Plan phase of the projects.

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

The landscaping requirements are met with the tree count as shown on the landscape plan for the church. Landscaping for the townhouses shall be evaluated at the time of that site development plan submittal.

Lighting

Any lighting from the church will be required to be downcast on the site. Lighting will be evaluated at the site development plan stage.

Floodplain

A portion of Hopewell Farm Second 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 E and F). Outlots also separate the lots of record from the floodplain.

Staff Recommendation

Staff finds this plat to be complaint with State and City law and is of the concept shown at the proposed rezoning. Thus, we recommend approval with the following conditions:

1. Approval of the final plat does not waive any applicable city, state, or federal provisions as required by law.
2. Site development plan is required for approval. The site development plan should generally reflect those developments shown on the concept plan.

Respectfully submitted,

Greg Beck
City Planner

N

23-028 HOPEWELL FARM SECOND ADDITION FINAL PLAT

AERIAL

0 250 500 1,000 Feet

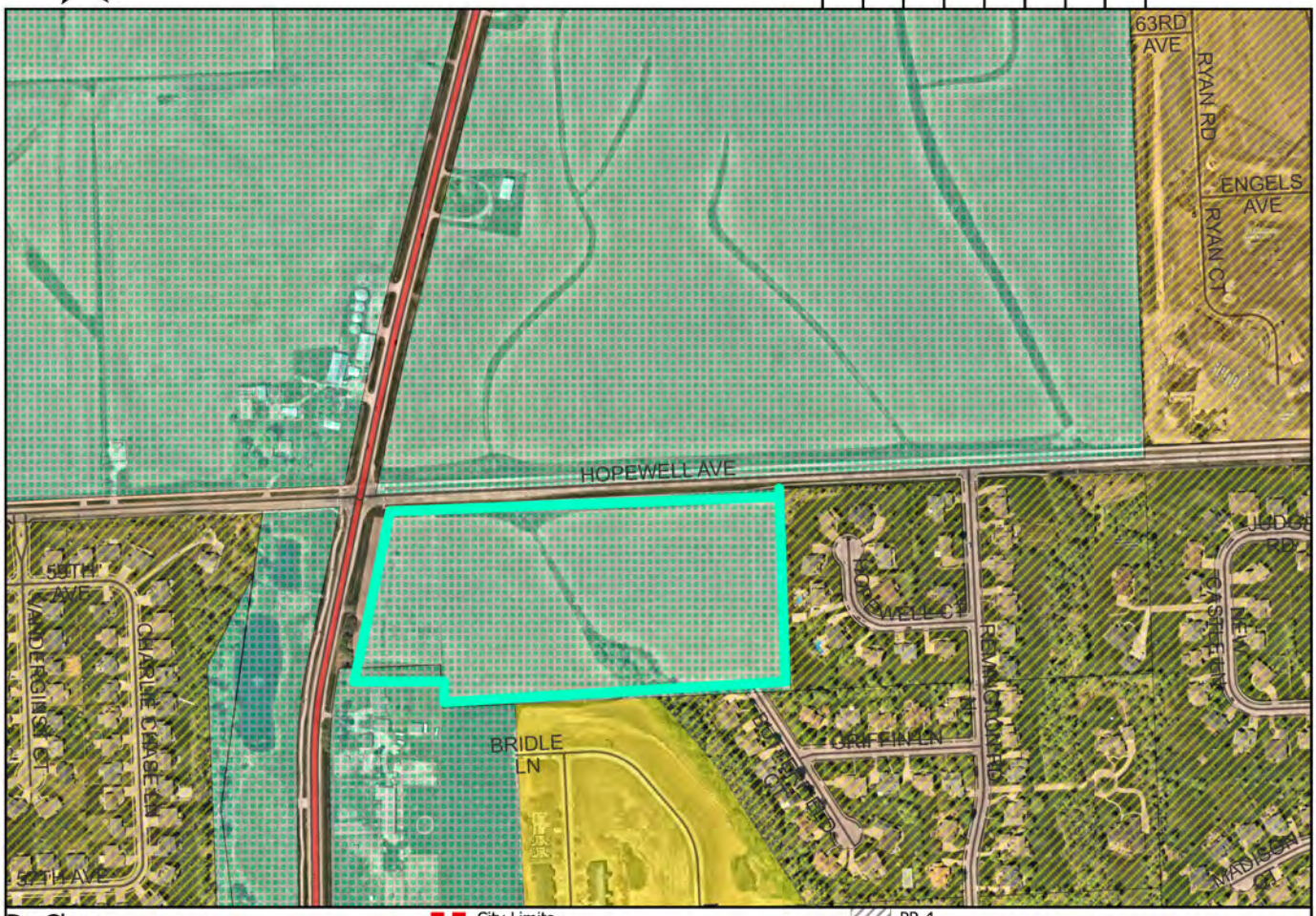


23-029 HOPE CHURCH SITE DEVELOPMENT PLAN

ZONING AERIAL

N

0 250 500 1,000 Feet



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

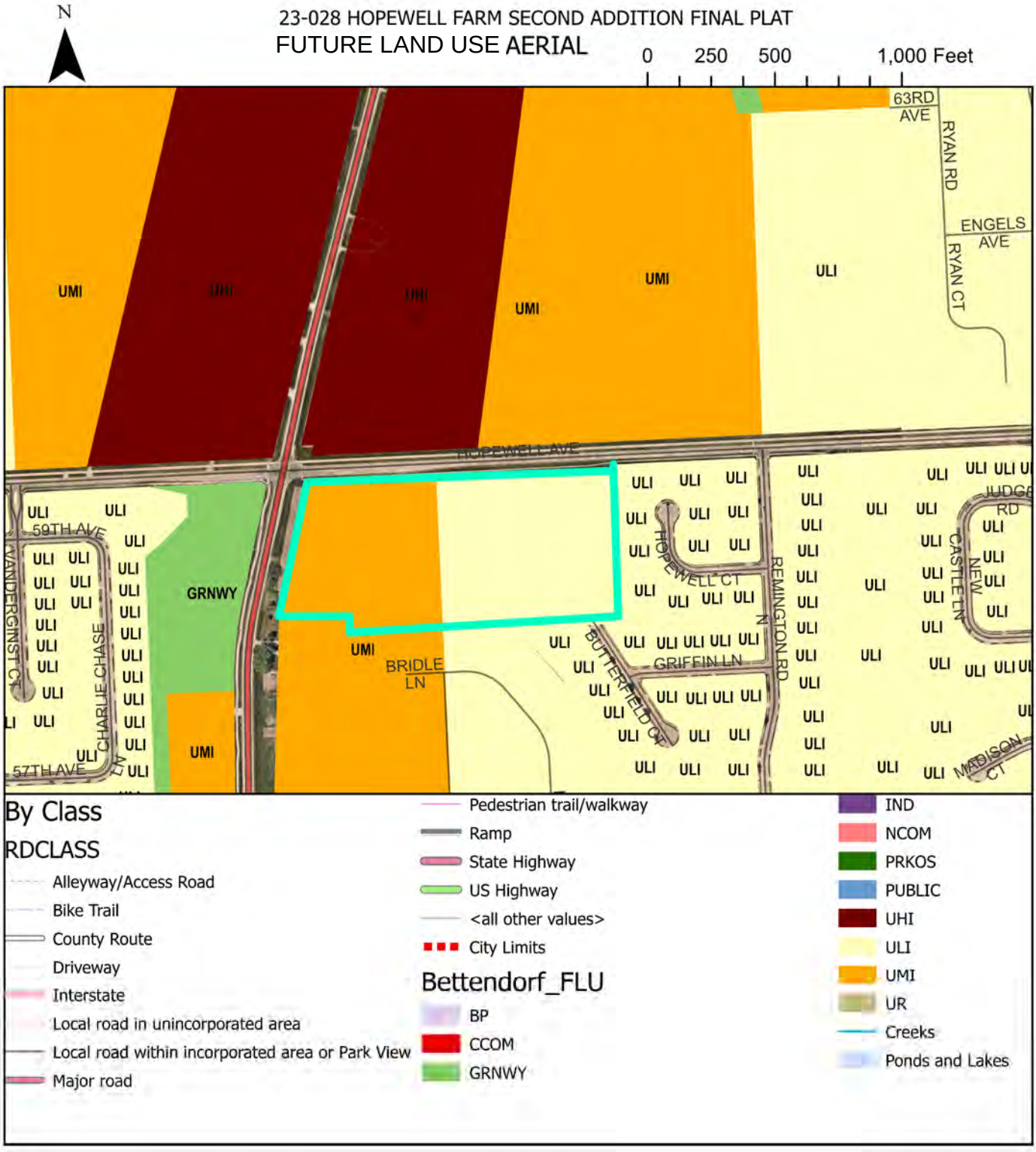
Current Zoning

ZONING

- A-1
- A-2
- C-1
- C-2
- C-3
- C-6
- C-7
- I-1
- I-2
- I-3
- PR-3
- PR-4
- PR-5
- PUD
- Parks
- R-1
- R-2
- R-3
- R-4
- R-5
- U-LI
- U-MI
- U-HI
- Creeks
- Ponds and Lakes

23-028 HOPEWELL FARM SECOND ADDITION FINAL PLAT

FUTURE LAND USE AERIAL



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

Bettendorf_FLU

- BP
- CCOM
- GRNWY
- IND
- NCOM
- PRKOS
- PUBLIC
- UHI
- ULI
- UMI
- UR
- Creeks
- Ponds and Lakes

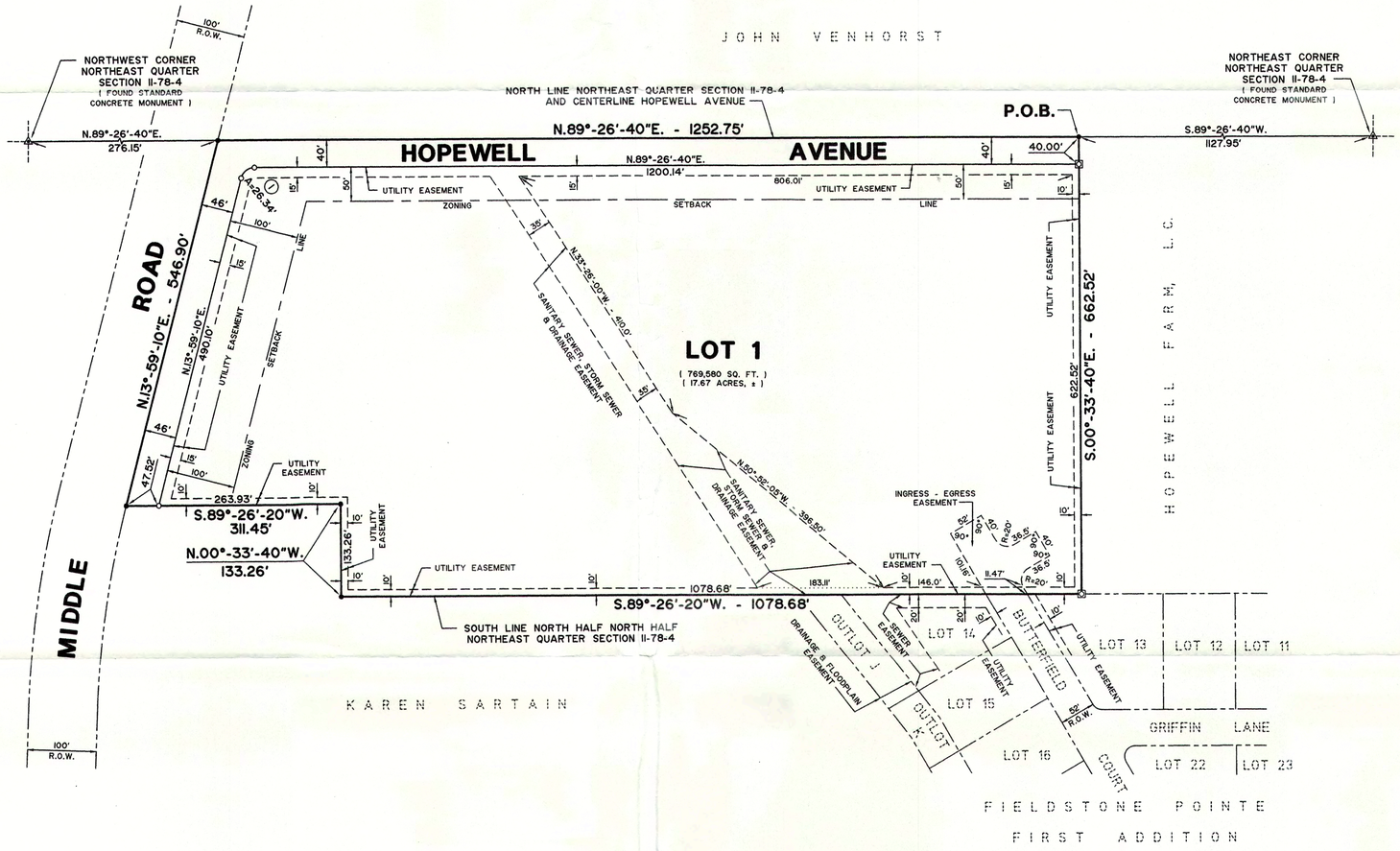
FINAL PLAT OF

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.

100 0 0 25 50 100
(SCALE : 1" = 100')



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'

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.

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. 1858L-24X36

FINAL PLAT
HOPEWELL FARM SECOND ADDITION
BEING A REPLAT OF HOPEWELL FARM FIRST ADDITION
BETTENDORF, IOWA

OWNER:	APPLICANT:	PREPARED BY:
FIRST ASSEMBLY OF GOD 1811 18TH ST BETTENDORF, IA 52722	CT CREEK 1805 STATE ST STE 103 BETTENDORF, IA 52722	AXIOM CONSULTANTS, LLC 60 E. COURT STREET, UNIT 3 IOWA CITY, IOWA 52240

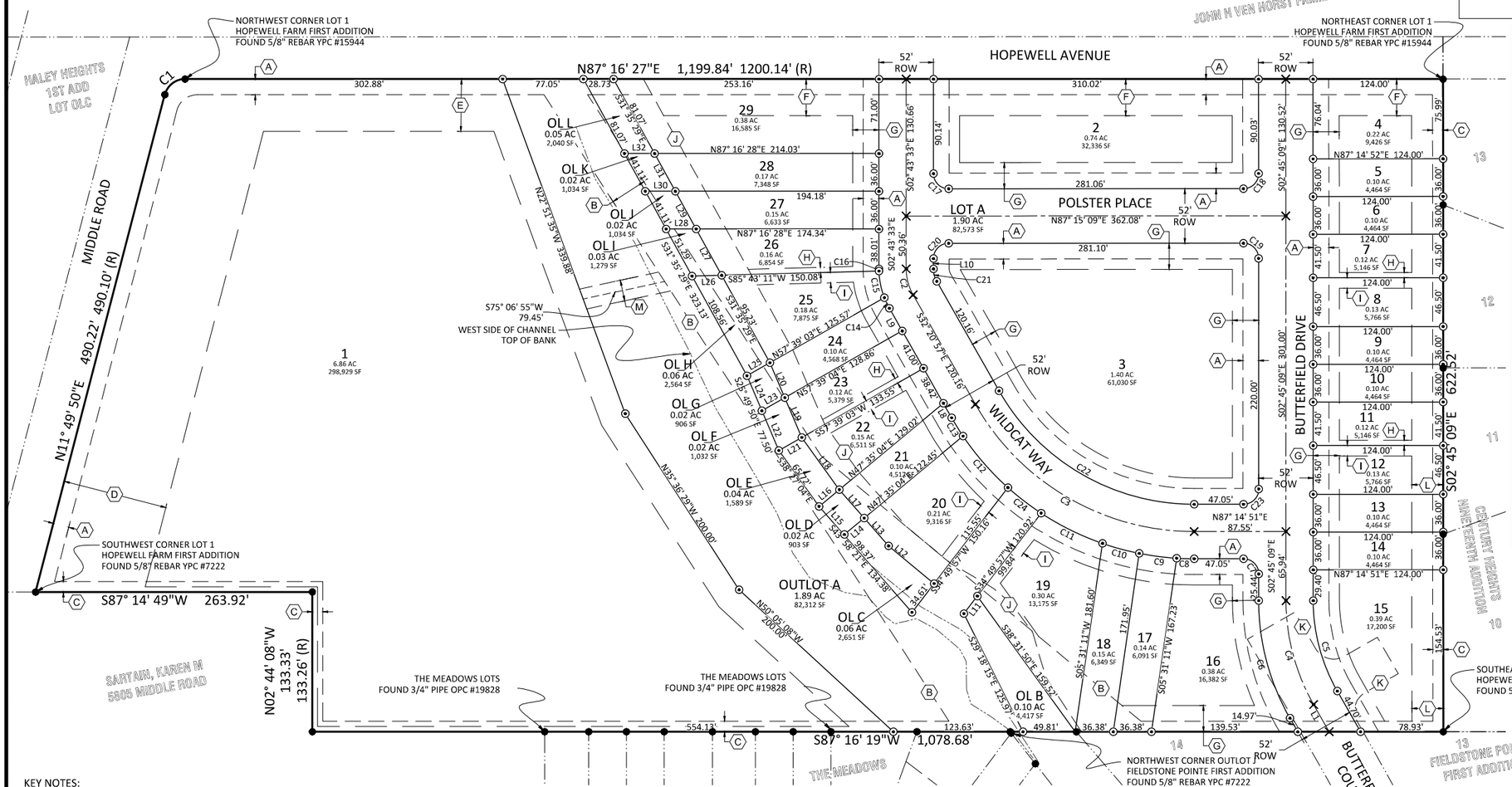
LEGAL DESCRIPTION:

ALL OF LOT 1 OF HOPEWELL FARMS FIRST ADDITION AS RECORDED IN FILE # 2003-64452, NOW IN AND FORMING A PART OF THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

DESCRIBED AREA CONTAINS 17.67 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

FOR RECORDER'S USE ONLY

RECORDER'S INDEX
COUNTY: SCOTT
SECTION: 11-T78N-R4E
QUARTER SECTION: N 1/2 NE 1/4
CITY: BETTENDORF
SUBDIVISION: HOPEWELL FARM 2ND ADD
BLOCK: NA
LOT(S): NA



LINE TABLE		
LINE #	LENGTH	BEARING
L1	29.84	S32° 28' 52"E
L2	29.95	N87° 16' 19"E
L3	29.95	N87° 16' 19"E
L4	26.00	N87° 16' 27"E
L5	26.00	N87° 16' 27"E
L6	26.00	N87° 16' 27"E
L7	26.00	N87° 16' 27"E
L8	15.90	N32° 20' 57"W
L9	24.84	N32° 20' 57"W
L10	9.87	S02° 43' 33"E
L11	21.08	S34° 49' 57"W
L12	56.38	S53° 02' 06"E
L13	35.29	S43° 58' 21"E
L14	25.08	N47° 35' 04"E
L15	36.01	S43° 58' 21"E
L16	25.08	N47° 35' 04"E
L17	36.01	S43° 58' 21"E
L18	61.32	S38° 27' 04"E
L19	41.27	S25° 49' 50"E
L20	36.23	S25° 49' 50"E
L21	25.16	S57° 39' 03"W
L22	41.27	S25° 49' 50"E
L23	25.16	N57° 39' 03"E
L24	36.23	S25° 49' 50"E
L25	25.16	N57° 39' 03"E
L26	28.32	S85° 43' 11"W
L27	50.41	S31° 35' 29"E
L28	28.73	N87° 16' 28"E
L29	41.11	S31° 35' 29"E
L30	28.73	N87° 16' 28"E
L31	41.11	S31° 35' 29"E
L32	28.73	N87° 16' 28"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	26.20	20.00	75°02'37"	N49° 37' 05"E	24.36
C2	25.85	50.00	29°37'26"	S17° 32' 15"E	25.56
C3	253.02	240.00	60°24'12"	S62° 33' 03"E	241.46
C4	103.77	200.00	29°43'43"	S17° 37' 00"E	102.61
C5	90.28	174.00	29°43'43"	S17° 37' 00"E	89.27
C6	117.26	226.00	29°43'43"	N17° 37' 00"W	115.95
C7	22.78	14.50	90°00'00"	N47° 45' 09"W	20.51
C8	16.77	266.00	3°36'41"	S89° 03' 12"W	16.76
C9	36.03	266.00	7°45'39"	N85° 15' 38"W	36.00
C10	36.30	266.00	7°49'08"	N77° 28' 14"W	36.27
C11	65.37	266.00	14°04'54"	N66° 31' 13"W	65.21
C12	65.37	266.00	14°04'54"	N43° 48' 53"W	65.21
C13	20.54	266.00	4°25'29"	N34° 33' 41"W	20.54
C14	11.20	76.00	8°26'25"	N28° 07' 44"W	11.19
C15	26.04	76.00	19°37'43"	N14° 05' 40"W	25.91
C16	2.06	76.00	1°33'16"	N03° 30' 11"W	2.06

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C17	22.78	14.50	90°01'19"	N47° 44' 12"W	20.51
C18	22.78	14.50	90°00'17"	S42° 15' 00"W	20.51
C19	22.78	14.50	89°59'43"	N47° 45' 00"W	20.51
C20	22.77	14.50	89°58'41"	S42° 15' 48"W	20.50
C21	12.41	24.00	29°37'24"	S17° 32' 15"E	12.27
C22	225.61	214.00	60°24'12"	S62° 33' 03"E	215.30
C23	22.78	14.50	90°00'00"	N42° 14' 51"E	20.51
C24	40.04	266.00	8°37'27"	N55° 10' 03"W	40.00

KEY NOTES:

- (A) 15' PUBLIC UTILITY EASEMENT
- (B) SANITARY SEWER, STORM SEWER & DRAINAGE EASEMENT, BK2003;PG 64452
- (C) 10' UTILITY EASEMENT
- (D) 100' ZONING SETBACK
- (E) 50' ZONING SETBACK
- (F) 35' ZONING SETBACK
- (G) 25' BUILDING FRONT AND REAR SETBACK
- (H) 5' BUILDING SIDE SETBACK (TYP)
- (I) 10' BUILDING SIDE SETBACK (TYP)
- (J) 50' BUFFER FROM TOP OF BANK/OVERLAND FLOW EASEMENT
- (K) INGRESS/EGRESS EASEMENT TO BE VACATED
- (L) 30' SETBACK
- (M) 20' PRIVATE SANITARY SEWER EASEMENT

GENERAL NOTES:

1. BASIS OF BEARINGS IS THE IOWA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
2. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
3. NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
4. NO INVESTIGATION WAS MADE AS A PART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITIES OR MUNICIPAL FACILITIES, EXCEPT AS NOTED. CALL IOWA ONE-CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES.
5. DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.
6. 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.
7. PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY DEDICATED WITHIN THE PLAT. FURTHER THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.
8. BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSORMERS, PRIMARY CABLE, GAS SERVICE, WATER SERVICE, SEWER LATERALS, TELEPHONE SERVICE AND CABLE T.V. TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.
9. THE OWNERS OF LOTS WITH DRAINAGE EASEMENTS SHALL MAINTAIN A STORM WATER PASSAGEWAY WITHIN THE AREA PLATTED AS A "DRAINAGE EASEMENT". THIS AREA SHALL BE MAINTAINED AS A LAWN FREE OF STRUCTURES, BUSHES, TREES, AND OTHER LANDSCAPING THAT WOULD IMPEDE THE SURFACE FLOW OF STORM WATER. FUTURE VARIANCES SHALL NOT BE GIVEN TO SUCH STRUCTURES. FENCES SHALL NOT BE ALLOWED WITHIN ANY DRAINAGE EASEMENT OR DRAINAGEWAY.
10. ALL INTERIOR ROADS SHALL HAVE SIDEWALK ON BOTH SIDES.
11. ALL DEVELOPED LOTS ASSOCIATED WITH THIS PLAT TO CONTRIBUTE TO THE EXISTING REGIONAL DETENTION FACILITY IN AN AMOUNT TO BE CALCULATED BY THE CITY ENGINEER.
12. OWNERS OF LOT 2, LOTS 4-15, AND LOTS 16-29 ARE PROHIBITED FROM ENCROACHING INTO THE REAR YARD SETBACK AND MAY NOT MAKE A VARIANCE REQUEST TO DO SO.
13. LOTS 19-29 CANNOT BE SOLD WITHOUT THE ADJOINING OUTLOTS B-L, RESPECTIVELY, BEING INCLUDED AND NO STRUCTURES ARE PERMITTED ON THE OUTLOTS.
14. THE ZONING FOR THE LOTS SHOWN ON THE SITE IS R-3 AT TIME OF PLATTING.
    REQUIRED SETBACKS FOR THE R-3 ZONING ARE:

FRONT	SIDE	STREET SIDE	REAR
25'	5'/10'	25'	25'

15. THE INTENDED USE OF THE OUTLOT AND LETTERED LOTS WITHIN THE PLAT ARE AS FOLLOWS:

OUTLOT	INTENDED USE	RESPONSIBLE PARTY
OUTLOT A	AREA FOR DRAINAGE	HOMEOWNER'S ASSOCIATION
OUTLOT B-L	FLOODPLAIN/DRAINAGE EASEMENT	LOT OWNER
LOT A	RIGHT-OF-WAY DEDICATION	CITY OF BETTENDORF

LEGEND

- SET 3/4" Ø PIPE OPC 19828
- SET CUT X
- FOUND 5/8" REBAR W/ YPC #7222 OR AS LABELED
- (R) PREVIOUSLY RECORDED AS
- OPC ORANGE PLASTIC CAP
- YPC YELLOW PLASTIC CAP
- PROPOSED BOUNDARY/PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT

CITY OF BETTENDORF

BY _____ DATE _____

ATTEST _____ DATE _____

PLANNING AND ZONING

BY _____ DATE _____

UTILITY APPROVALS

CENTURYLINK _____ DATE _____

MIDAMERICAN ENERGY _____ DATE _____

MEDIACOM _____ DATE _____

IOWA AMERICAN WATER COMPANY _____ DATE _____

METRONET _____ DATE _____

PROFESSIONAL LAND SURVEYOR
BRADLEY R. GEATER 19828
IOWA

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

BRADLEY R. GEATER, P.L.S., P.E. DATE
LICENSE NUMBER 19828.

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023.

PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

NOT FOR CONSTRUCTION

ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

0 30 60

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE

PROJECT NAME: HOPE CHURCH BETTENDORF, IOWA

CLIENT NAME: CT CREEK

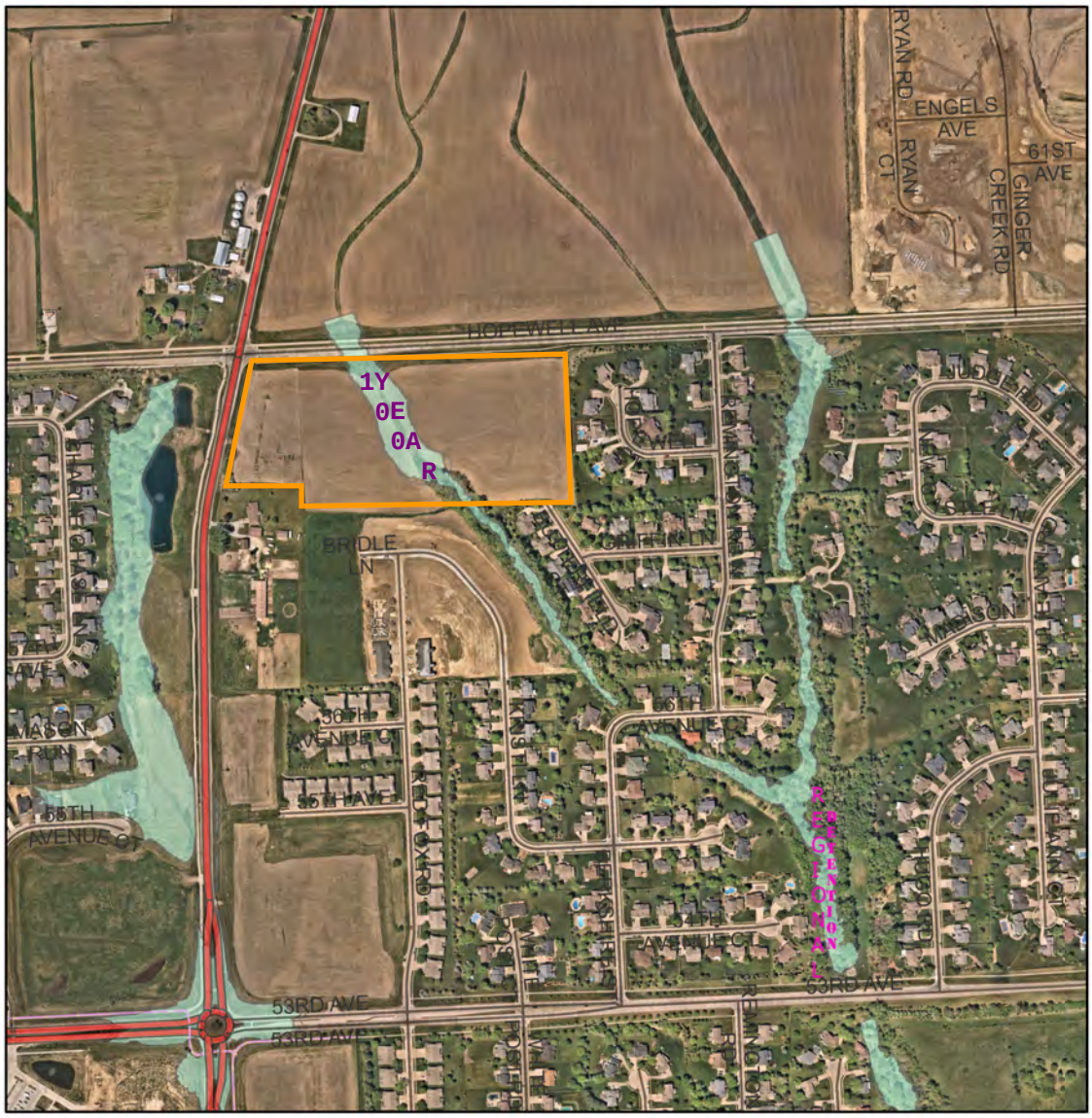
SHEET NAME: FINAL PLAT

DESIGNED, DETAILED, AND CHECKED BY: BOELK

PROJECT NO.: 230008

SHEET NUMBER: 1 OF 1

FEMA FLOOD HAZARD AERIAL



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>

June 14, 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 Hopewell Farm Second Addition, submitted by CT Creek. (Case 23-028)

Honorable Mayor and Members of the City Council:

On May 17, 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

7. Case 23-028 – Final Plat; Hopewell Farm Second Addition, submitted by CT Creek. (Staff: Beck)

8. Case 23-029 – Site Development Plan; 5019 Hopewell Avenue, submitted by First Assembly of God/Hope Church. (Staff: Beck)

Beck reviewed the staff reports.

A brief discussion was held regarding the timing of the submittal of a site development plan for the townhomes proposed for the east side of the proposed subdivision.

Tim Cernin, 5213 Hopewell Court, requested that a 10-foot high berm be required along the eastern boundary of the proposed subdivision rather than trees that are proposed. Morlok stated that that type of issue would be addressed during the review of the site development plan, adding that the final plat only specifies the legal division of the lots.

Glenn Dugan, 5736 Butterfield Court, suggested that the best way to continue development north of Fieldstone Pointe is to develop the property with high-end single-family homes. He requested that Butterfield Court not be extended into the new subdivision.

Wendie Clifton, 5323 Hopewell Court, asked how the residents can become a part of the process of creating the site development plan for the townhomes. Stoltenberg stated that developers typically hold neighborhood meetings during which they take input from the residents. Hunt explained that while the code does not require developers to hold neighborhood meetings, the developer did hold one that he attended. He suggested that citizens could contact the developer directly to make suggestions. Gibson concurred, adding that residents should bring new ideas and suggestions without rehashing questions that have been asked and answered.

Tony Clifton, 5323 Hopewell Court, asked if the only thing on the west side of the subdivision would be the church and associated parking lot. Morlok confirmed this.

> On motion by Kappeler, second by Gibson, that the final plat of Hopewell Farm Second Addition be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

> On motion by Kappeler, second by Satterfield, that a site development plan for 5019 Hopewell Avenue be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES

JUNE 6, 2023

The City Council of Bettendorf, Iowa met in regular session on June 6, 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 (Teams), Connors, Naumann, Sechser, Baden, and Palczynski
Presiding: Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with the Pledge of Allegiance followed by an Invocation given by Allan Ross, Executive Director, Jewish Federation of the Quad Cities

RECOGNITION

Mayor Gallagher recognized Bettendorf High School's Speech and Debate Team Members Max Rantilla, Charlie Silver, MaKaylee Wilson, Heath Leone, Kimbree Callahan, Chris Edwards, Cata Fernandez, Ava Holmes, Hailey Koch, and Jason Lin for their first-place finish in their respective categories in the Eastern Iowa District NSDA Tournament. In addition, Max Rantilla was also recognized for his first-place finish in U.S. Extemporaneous Speaking at the Iowa Forensic League State Tournament. Max, Charlie, MaKaylee, and Heath were on hand along with their teacher/coach Joseph Rankin to receive the recognition.

PUBLIC REQUESTS OF COUNCIL

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

PUBLIC HEARING REGARDING THE CITY'S APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FINANCIAL ASSISTANCE FOR FEDERAL FUNDS

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

RESOLUTION

Council Member Sechser presented a resolution approving the Fiscal Year 2023 Application for Federal Transit Administration Section 5307 Financial Assistance and made a motion to approve the resolution as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE CITY'S APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION SECTION 5310 FINANCIAL ASSISTANCE FOR FEDERAL FUNDS

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

RESOLUTION

Council Member Palczynski presented a resolution approving the Fiscal Year 2023 Application for Federal Transit Administration Section 5310 Financial Assistance and made a motion to approve the resolution as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

RESOLUTION REGARDING A SUPPLEMENTAL AGREEMENT FOR TASK ORDER #2 AND TASK ORDER #3 FOR THE FOREST GROVE DRIVE RECONSTRUCTION PROJECT WITH HDR ENGINEERING

Public Works Director Brian Schmidt gave an explanation of the resolution. Council Member Baden presented a resolution approving a supplemental agreement for Task Order #2 and approving Task Order #3 for the Forest Grove Drive Reconstruction Project with HDR Engineering and made a motion to approve the resolution as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

RESOLUTION REGARDING A CONTRACT WITH ORACLE AMERICA, INC. FOR THE IMPLEMENTATION AND CLOUD SERVICES SUBSCRIPTION RELATED TO THE NETSUITE FOR GOVERNMENT ERP SYSTEM

Finance Director Jason Schadt gave an explanation of the resolution at the Committee of the Whole meeting on Monday, June 5, 2023. Council Member Adamson presented a resolution authorizing staff to enter into contract with Oracle America, Inc. for the implementation and cloud services subscription related to the NetSuite for Government ERP System and made a motion to approve the resolution as presented. Council Member Connors seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

ORDINANCE – SECOND READING APPROVING THE 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 (CASE 23-013)

Council Member Naumann presented the second reading of an ordinance approving the 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 and made a motion to approve the ordinance at its second reading as presented. Council Member Palczynski seconded the motion. Mayor Gallagher asked for any discussion from Council. Council Members Adamson, Brown, Connors, and Palczynski commented favorably for the rezonings. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

ORDINANCE – SECOND READING APPROVING THE 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 (CASE 23-021)

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

ORDINANCE – SECOND READING 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 (CASE 23-014)

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

ORDINANCE – SECOND READING 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 (CASE 23-017)

Council Member Sechser presented the second reading of 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 R-1, Single-Family Residence District and made a motion to approve the ordinance at its second reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

ORDINANCE – SECOND READING 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 (TOWNHOMES ONLY) (CASE 23-022)

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

ORDINANCE – SECOND READING 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 (CASE 23-023)

Council Member Adamson presented the second reading of 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 R-3, Mixed Residential District and made a motion to approve the ordinance at its second reading as presented. Council Member Connors seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

ORDINANCE – SECOND READING 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 (CASE 23-024)

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

ORDINANCE – SECOND READING AMENDING THE BETTENDORF, IOWA ZONE MAP FOR PROPERTY LOCATED AT 5019 HOPEWELL AVENUE, LOT 1, HOPEWELL FARM FIRST ADDITION, A-1, AGRICULTURAL/ URBAN RESERVE DISTRICT TO R-3, MIXED RESIDENTIAL DISTRICT (CASE 23-018)

Council Member Connors presented the second reading of an ordinance amending the Bettendorf, Iowa Zone Map for property 5019 Hopewell Avenue, Lot 1, Hopewell Farm First Addition, A-1, Agricultural/ Urban Reserve District to R-3, Mixed Residential District and made a motion to approve the ordinance at its second reading as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion from Council. Council Member Naumann stated that he would recuse himself from this matter as his employer has been working with Hope Church on this project. Roll call vote indicated Connors (aye); Naumann (recuse); Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); and Brown (aye). The motion passed 6-0.

CONSENT AGENDA

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

ADJOURNMENT

There being no further business, Council Member Baden made a motion to adjourn, and Council Member Adamson seconded the motion. The meeting was adjourned at approximately 7:22 p.m.

_____

Mayor Robert S. Gallagher

Attest:

_____

City Clerk Decker P. Ploehn

CONSENT AGENDA
JUNE 6, 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 May 16, 2023 (Approve and Adopt)

B. Resolution setting the date for a public hearing on the FY2021 Application for Federal Transit Administration Section 5307 American Rescue Plan Act (ARP) Financial Assistance. (Approve and Adopt)

C. Resolution accepting improvements for the 2022 Full Depth Patching Program. (Approve and Adopt)

D. Resolution accepting improvements for the 2022 Alley Rehabilitation Program. (Approve and Adopt)

E. Resolution ordering the installation of streetlights in Wilderness Point 2nd Addition. (Approve and Adopt)

F. Resolution authorizing the Director of Public Works to issue a purchase order to Seneca Companies for the fuel system upgrade for Public Works. (Approve and Adopt)

G. Resolution authorizing the Director of Public Works to issue a purchase order to Thompson Truck & Trailer for seven (7) automated packer truck chassis and five (5) rear loader packer truck chassis. (Approve and Adopt)

H. Resolution authorizing the Director of Public Works to issue a purchase order to Kilburg Equipment for seven (7) new automated packer truck bodies and five (5) new rear loader packer truck bodies. (Approve and Adopt)

I. Resolution authorizing the Director of Public Works to issue a purchase order to Thompson Truck & Trailer for two (2) single axle truck chassis and two (2) tandem axle chassis. (Approve and Adopt)

J. Resolution authorizing the Director of Public Works to issue a purchase order to Henderson Truck Equipment to install three (3) existing stainless steel spreaders, one (1) new stainless steel spreader, four (4) new stainless steel dump bodies, four (4) new front plows, and four (4) new wing plows on two (2) new single axle chassis and two (2) new tandem axle chassis. (Approve and Adopt)

K. Resolution authorizing the Director of Public Works to issue a purchase order to Stivers Ford for ten (10) new and unused 2023 Ford F250 4x4 extended cab pickups with snowplows. (Approve and Adopt)

L. Resolution authorizing the purchase of maintenance and support contract for Superion Naviline Software from CentralSquare, both for financial management and budgeting. (Approve and Adopt)

M. Resolution approving a major change to a site development plan in a UMI DCA District at 3150 Glenbrook Circle South, submitted by Nelson Construction and Development (Case 22-097). (Approve and Adopt)

N. Resolution approving a site development plan for Lot 7, Bettplex First Addition, submitted by Build to Suit, Inc./Paul Bofelli (Case 23-031). (Approve and Adopt)

O. Resolution approving a site development plan for 3230 Ridge Pointe (Lot 3, Quail Ridge Pointe Subdivision) submitted by Downing Construction, Inc. (Case 23-030). (Approve and Adopt)

P. Resolution approving a final plat of Wilderness Pointe Second Addition, submitted by Wilderness Pointe, LLC (Case 23-038). (Approve and Adopt)

Q. Resolution approving a purchase order for a New Monument Sign at Palmer Hills Golf Course. (Approve and Adopt)

R. Resolution approving the Civil Service List submitted for Police Officer in the Police Department. (Approve and Adopt)

S. Resolution appointing Andrew Sichling to the City of Bettendorf's Human Rights Commission. (Approve and Adopt)

T. Resolution approving annual and/or special event mobile food unit licenses for Reagan's Quality Market, Capriottis, Café Fresh, Tin Can Alley, Smokin Goodness, and Scratch Cupcakery.

U. Resolution approving liquor license renewals and requests for PV Pub & Grill; Crave Hot Dogs & BBQ; California Burritos; Happy Joe's Pizza; Vintage Wine Bar; and Adventurous Brewing. (Approve and Adopt)

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

COUNCIL LETTER

MEETING DATE: June 20, 2023

REQUESTED BY: Jason Schadt

Item Title

Resolution authorizing the Director of Finance to issue a purchase order to Tyler Technologies, Inc. for the maintenance service of Incode, utility billing software, used for the management and collection of customer payments for sewer and solid waste collection services.

Explanation

Tyler Technologies Incode has been in use by the city since before year 2005. Incode is a critical software solution the city uses for issuing and managing invoices for storm water, sewer, and solid waste collection. We use Incode to process and code payments and track account statuses. We currently use a custom-built integration to pull in water use volumes and citizen customer list from Iowa American Water Company. Ongoing annual costs are in our current budget. They will total at least $28,342.29 per year. This is the listed yearly maintenance fee to continue service and support on existing solution install. This amount has been included in the 2023-24 Budget. The finance department heavily uses the Tyler Technologies Incode CIS/CRM Software to collect payments for sewer, solid waste / recycling, and storm water. For this reason, staff recommends using funds allocated to the sewer enterprise 520-0204-490.21-30, recycling / solid waste management 550-0506-491.21-30, and storm water utility 580-0219-493.21-30.

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

N/A

List Attachments

- Resolution authorizing the payment of the Tyler Technologies Incode support and maintenance fees
- Invoice

RESOLUTION NO. _____- 23

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES, INC. FOR THE MAINTENANCE SERVICE OF INCODE, UTILITY BILLING SOFTWARE, USED FOR THE MANAGEMENT AND COLLECTION OF CUSTOMER PAYMENTS FOR SEWER AND SOLID WASTE COLLECTION SERVICES

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

WHEREAS, the requested software is a key component of the City's customer billing and utility service payment system and

WHEREAS, Tyler Technologies is the only vendor that provides the software and maintenance for their Incode software and has submitted a reasonable bid;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa: That the Director of Finance is authorized to issue a purchase order to Tyler Technologies in the amount $28,342.29.

PASSED, APPROVED, AND ADOPTED this 20th day of June, 2023.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-423333	06/01/2023	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF BETTENDORF, IA
ATTN: LORI ULLOA
1609 STATE STREET
BETTENDORF, IA 52722-4937

Ship To: CITY OF BETTENDORF, IA
ATTN: LORI ULLOA
1609 STATE STREET
BETTENDORF, IA 52722-4937

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42221 - MAIN - MAIN	180214		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Bettendorf, IA, City of				
	Annual fee to support and host Web Site	1	900.00	900.00
	Maintenance Start: 01/Jul/2023, End: 30/Jun/2024			
	Utility Billing Online Component - Annual Fee	1	5,760.00	5,760.00
	Maintenance Start: 01/Jul/2023, End: 30/Jun/2024			
Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024				
ERP Pro Financials Annual Fees				$3,556.72
	U/SQL Data Dictionary			
	CIS Payment Import			
	Modify to set up new accounts w/service status			
	Forms Overlay - Maintenance			
ERP Pro Utilities Annual Fees				$17,794.65
	Utility CIS System			
	Service Order Management			
	Sewer Billing Software Interface Custom			
	Pull Meter Reading information & add new accounts			
	from Water Company input file.			
	Central Cash Collection			
	Custom Final Notice Extract			
	Custom Billing Extract			
Third Party System Software				$330.92
	System Software Non SQL Maintenance			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	28,342.29
Sales Tax	0.00
Invoice Total	28,342.29

COUNCIL LETTER

MEETING DATE: June 20, 2023
REQUESTED BY: Mark Garrow, Transit/Garage Manager

Item Title
Resolution awarding a one-year contract for Saturday Fixed Route Transit Services for the City's transit system to River Bend Transit.

Explanation
The State of Iowa Office of Public Transit requires transit agencies to periodically bid out contracted services. Bettendorf Transit solicited a Request for Proposal (RFP) for Saturday Fixed Route Transit Services on May 26, 2023, for these services. River Bend Transit (RBT) was the sole responder to the City of Bettendorf RFP. Their bid is for $71.94 per revenue hour of service.

The contract is for one year (July 1, 2023, through June 30, 2024) with two (2) one-year extensions possible. The hourly cost for the 2nd year is $72.97 and the hourly rate for the 3rd year is $74.00. The fuel surcharge base rate for all three (3) years is $2.85.

Relationship to Goals: Provide a quality, responsive transit system to the citizens of Bettendorf.

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

List Attachments
Resolution, Contract.

RESOLUTION NO: _____-23

RESOLUTION AWARDING A ONE-YEAR CONTRACT FOR PROVISION FOR SATURDAY FIXED ROUTE TRANSIT SERVICES FOR THE CITY'S TRANSIT SYSTEM TO RIVER BEND TRANSIT

WHEREAS, the City issued a Request for Proposals for Saturday Fixed Route Transit Services for the City's transit system on May 26, 2023;

WHEREAS, the City received the sole response from River Bend Transit of Davenport, Iowa;

WHEREAS, the proposal submitted by River Bend Transit meets the specifications detailed in the above referenced Request for Proposals;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that a contract award of one year in duration to begin July 1, 2023, be made to River Bend Transit, Davenport, Iowa for Saturday Fixed Route Transit Services for the City's transit system.

Passed, Approved, and Adopted this 20th day of June, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

FORM OF CONTRACT

THIS CONTRACT, made the 20th day of June A.D., 2023, by and between Riverbend Transit, hereinafter called the "Contractor",

and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City".

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

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and transportation required to perform and complete in a workmanlike manner all the work required in connection with the **Saturday Fixed Route Transit Services Contract (FY 2023-FY 2026)**, all in strict accordance with the specifications, which are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price of:
Ninety-Five Thousand, Three Hundred Ninety-Two Dollars and Forty-Four Cents
estimated annually as follows:

Base Bid

Contract Year	Cost per Revenue hour of Service	Fuel Surcharge Base Rate	Estimated Number of Revenue hours to be Operated	Estimated Total Miles to be Operated	Estimated Total Cost of Service
Year One (FY 23/24)	$71.94	$2.85	1,326	23,552	$95,392.44
Year Two (FY 24/25)	$72.97	$2.85	1,326	23,552	$96,758.22
Year Three (FY 25/26)	$74.00	$2.85	1,326	23,552	$98,124.00

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

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

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

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

1) Request for Proposal
2) Special Conditions
3) Form of Proposal
4) Form of Contract

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

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

City of Bettendorf, IA

Robert Gallagher
Mayor

ATTEST:

Decker P. Ploehn
City Clerk

River Bend Transit

Randy Zobrist
Executive Director/ CEO

ATTEST:

Signature

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

COUNCIL LETTER

MEETING DATE: June 20, 2023
REQUESTED BY: Mark Garrow, Transit/Garage Manager

Item Title
Resolution awarding a one-year contract for Demand Response/Paratransit Services for the City's transit system to River Bend Transit.

Explanation
The State of Iowa Office of Public Transit requires transit agencies to periodically bid out contracted services. Bettendorf Transit solicited a Request for Proposal (RFP) for Demand Response/Paratransit Services on May 26, 2023, for these services. River Bend Transit (RBT) was the sole responder to the City of Bettendorf RFP. Their bid is for $65.00 per revenue hour.

The contract is for one year (July 1, 2023, through June 30, 2024) with two (2) one-year extensions possible. The hourly cost for the 2nd year is $66.03 and the hourly rate for the 3rd year is $67.06. The fuel surcharge base rate for all three (3) years is $2.85.

Relationship to Goals: Provide a quality, responsive transit system to the citizens of Bettendorf.

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

List Attachments
Resolution, Contract.

RESOLUTION NO: _____-23

RESOLUTION AWARDING A ONE-YEAR CONTRACT FOR PROVISION FOR DEMAND RESPONSE/ PARATRANSIT SERVICES FOR THE CITY'S TRANSIT SYSTEM TO RIVER BEND TRANSIT

WHEREAS, the City received Proposals for Demand Response/Paratransit services for the City's transit system on May 26, 2023;

WHEREAS, the City received the sole response from River Bend Transit of Davenport, Iowa;

WHEREAS, the proposal submitted by River Bend Transit meets the specifications detailed in the above referenced Request for Proposals;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that a contract award of one year in duration to begin July 1, 2023, be made to River Bend Transit, Davenport, Iowa for Demand Response/Paratransit Services for the City's transit system.

Passed, Approved, and Adopted this 20th day of June, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

FORM OF CONTRACT

THIS CONTRACT, made the 20th day of June A.D., 2023, by and between Riverbend Transit, hereinafter called the "Contractor",

and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City".

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

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and transportation required to perform and complete in a workmanlike manner all the work required in connection with the **Demand Response/Paratransit Services Contract (FY 2023-FY 2026)**, all in strict accordance with the specifications, which are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price of:
Four Hundred Seventeen Thousand, Nine Hundred Fifty Dollars and Zero Cents
estimated annually as follows:

Base Bid

Contract Year	Cost per Revenue hour of Service	Fuel Surcharge Base Rate	Estimated Number of Revenue hours to be Operated	Estimated Total Miles to be Operated	Estimated Total Cost of Service
Year One (FY 23/24)	$65.00	$2.85	6,430	89,950	$417,950.00
Year Two (FY 24/25)	$66.03	$2.85	6,460	90,050	$426,553.80
Year Three (FY 25/26)	$67.06	$2.85	6,500	90,100	$435,890.00

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

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

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

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

1) Request for Proposal
2) Special Conditions
3) Form of Proposal
4) Form of Contract

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

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

City of Bettendorf, IA

Robert Gallagher
Mayor

ATTEST:

Decker P. Ploehn
City Clerk

River Bend Transit

Randy Zobrist
Executive Director/ CEO

ATTEST:

Signature

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

COUNCIL LETTER

MEETING DATE: June 20, 2023
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution approving a professional services agreement with Olsson Engineering for final engineering design of the Forest Grove Drive and Devils Glen Road Traffic Signalization Project.

Explanation
The intersection of Forest Grove Drive and Devils Glen Road has seen increasing traffic since the initial widening and reconstruction of Forest Grove Drive in 2017. With the current detour near TBK, the additional traffic has necessitated that the intersection be converted to a full stop condition temporarily to ensure proper safety and efficiency. With those factors in mind, while also considering the proposed development at the southwest corner of the intersection and the traffic it will generate, staff is recommending the intersection be converted to a fully signalized intersection.

Olsson Engineering is a relatively new firm to the area, but is a large national firm that has a local traffic engineer in Bettendorf. Staff has met with them several times about our network, and feels they would be a good fit for this project.

Please also note that the scope of services for this project includes a traffic impact study that will be required for the adjacent development if the current rezoning request is approved and they move forward. That work would not be done if that does not happen.

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 (CD0113) was approved with a total budget of $325,000.00 within the Community Improvement Program (CIP).

List Attachments
Resolution; Professional Services Agreement.

RESOLUTION NO. _____-23

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ENGINEERING FOR FINAL ENGINEERING DESIGN OF THE FOREST GROVE DRIVE AND DEVILS GLEN ROAD TRAFFIC SIGNALIZATION PROJECT

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Forest Grove Drive and Devils Glen Road Traffic Signalization Project; and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Olsson Engineering be accepted and the Director of Public Works is hereby authorized and directed to sign a contract for professional engineering services in an amount not to exceed $30,950.00.

Passed, Approved and Adopted this 20th day of June, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

5/25/2023

City of Bettendorf
Attn: Brent Morlok, P.E., City Engineer
4403 Devils Glen Road
Bettendorf, IA 52722

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Traffic Signal Design and Traffic Analysis (the "Project")
Forrest Grove Drive at Devils Glen Road

Dear Mr. Morlok:

It is our understanding that the City of Bettendorf ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the attached services for Task I through Task V ("Scope of Services") to Client for the Project. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	To be determined
Anticipated Completion Date:	Design tasks shall be completed on mutually agreed upon dates set during the Field Pre-Design Meeting task.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

All tasks detailed in the Scope of Services will be provided on a time-and-expense basis not to exceed **$30,950**.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Meredith Emory, P.E., PTOE
Senior Engineer

By _____
Kurt Rotering, P.E., PTOE
Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

BRENT MORLOK, P.E.

By _____
Signature

Print Name _____

Title _____ Dated _____

Attachments
Scope of Services
Billing Rate Schedule
Reimbursable Expense Schedule
General Provisions

SCOPE OF ENGINEERING SERVICES FOR

FORREST GROVE DRIVE AT DEVILS GLEN ROAD TRAFFIC SIGNAL DESIGN AND TRAFFIC ANALYSIS

SCOPE OF SERVICES

Consulting Engineer Responsibilities

Scope of project: This project includes signal warrant analysis of Forrest Grove Drive and Devils Glen Road, site access analysis for a proposed development in the SW quadrant of the intersection, and the design of a new traffic signal.

Plan sheets shall be submitted to the City for review at the end of each project stage. All plan submittals will be in PDF (22"x34" landscape).

Olsson shall design the Project in conformity with state and federal design criteria appropriate for the Project in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD) standards and the City's current version of details and specifications.

Task I. Traffic Signal Warrant Analysis

A. Traffic Counts
   1. A 12-hour intersection turning movement count will be collected for a typical weekday (Tuesday through Thursday) at the study intersection. The intersection turning movement count will include vehicular, pedestrian, and bicycle data.

B. Site Investigation
   1. Olsson will conduct an investigation of the roadway system surrounding the intersection to determine existing conditions such as intersection geometrics, adjacent driveway spacing, existing traffic control and pedestrian facilities. Sight distance will not be field measured for the intersection.

C. Crash History
   1. Olsson will analyze the crash history at the study intersection. Crash reports will be acquired via the Iowa DOT Iowa Crash Analysis Tool (ICAT) System.

D. Signal Warrant Review
   1. Olsson will review the nine signal warrants referenced in the *Manual on Uniform Traffic Control Devices* (MUTCD). Traffic signal warrants will be reviewed using the traffic count data and crash history collected to determine if a warrant is met.

E. Memorandum
   1. A memorandum will be prepared to present a summary of findings. The memorandum will present a review of signal warrants pertaining to existing intersection operations. Recommendations pertaining to signal design, signal operations, or capacity analysis will not be provided.

Task II. Site Access Analysis

Olsson shall perform a site access analysis for the proposed development in the southwest quadrant of Forrest Grove Drive and Devils Glen Road. Current development site plans and access information will be provided by the City.

A. Trip Generation and Assignment
   1. Olsson shall perform a trip generation and assignment for the proposed development. All necessary information for trip generation estimates shall be provided by the City, Developer, and/or Developer's representative. Trip generation calculations will be based on the latest edition of the ITE Trip Generation Manual or from Client provided data.

B. Turn Lane Evaluation
   1. Olsson shall perform turn lane warrant evaluations based on the latest state and national design guidelines.
   2. Turn lane evaluations shall be conducted for the AM and PM peak hours for Existing 2023 traffic volumes plus estimated development traffic volumes.
   3. No capacity analysis or intersection sight distance will be conducted for the site access locations or any off-site intersections.

C. Memorandum
   1. A memorandum will be prepared to present a summary of findings. The memorandum will present a review of turn lane evaluations and recommendations for ROW dedications for the future signalization of Forrest Grove Drive at Devils Glen Road. Recommendations pertaining to capacity analysis or sight distance will not be provided.

Task III. Signal Design Field Survey

A. Field Pre-Design Meeting
   1. Olsson will hold a pre-design meeting at the project location. Prior to this meeting, Olsson will develop design criteria and a project schedule for discussion and approval at the meeting. In addition to the design criteria, the following items will be discussed:
      i. Signal pole locations
      ii. Traffic signal cabinet locations
      iii. Traffic signal interconnection
      iv. Possible utility conflicts including overhead power lines
      v. Proposed signal phasing
      vi. Location and type of detection

B. Field Survey (City Provided)
   1. Field survey will be provided from the City. The survey limits shall be at least 120-feet in each direction from the intersection centerline. The survey shall include:
      i. Detailed topo and elevations in the radius returns and general locations of existing and proposed ramp locations at the intersection.
      ii. Roadway features including but not limited to edge of pavement, curb, sidewalk, storm water inlets.
      iii. Traffic features including but not limited to streetlights, signs, pavement markings, service boxes.
      iv. Above ground utilities and below ground utility markings.

C. Submit Field Pre-Design Meeting Notes and concepts to the City for review.

Task IV. Preliminary Plans

A. Develop Preliminary Plans (standard details and sheet elements will be provided electronically by the City):
    1. Cover Sheet
        i. Unnumbered Index of Sheets
        ii. Signature box and seal box location without signature/seal
    2. Survey Reference Sheet
    3. Plan Sheets
        i. Traffic signal layout including location of all proposed poles, detection zones, service, junction and fiber optic boxes, and the signal controller.
        ii. Traffic Signal Phase Timing Plan
            a. Preliminary local controller settings and will be provided by Olsson. No time-of-day plans will be prepared with this task.
B. Submit plans to the City and stakeholders and utilities for review.
    1. City will provide a list of current utility contacts.
    2. Any utility conflicts identified in the pre-design field meeting shall be noted on the plans.
    3. City will provide the service address for electric.

Task V. Final Plans

A. Olsson will address City Comments and develop a final plan set. This plan set will include:
    1. Cover sheet
        i. Number Index of Sheets
        ii. Signature box and seal box location with signature/seal
    2. Survey Reference sheet
    3. Plan Sheets
        i. Traffic Signal Design
        ii. Traffic Signal Phase Timing Plan
            a. Local controller settings and will be provided by Olsson. No time-of-day plans will be prepared with this task.
B. Traffic Control – Standard traffic control details will be used for lane closures.
C. Olsson shall provide a quantity take off and cost estimate.
D. City will complete the specifications and contract documents.
E. Furnish to the City AutoCAD and PDF drawings of the project for the City's future use. The record contract documents for the project will be the original sealed drawings.

Assumptions and Exclusions

1. Illuminated Street Name Signs will be included.
2. Luminaires will be included on signal mast arm poles.
3. No detour plans will be prepared.
4. No sight distance studies will be completed.
5. No additional right-of-way or easements will be required for improvements.
6. Standard details will be used for traffic control. No pedestrian detour plan will be designed or included in the plan set.

City Responsibilities / Design Assumptions

1. City shall provide adjacent signal timing information and historical traffic data (if available).
2. City shall provide as-builts of the intersection (if available).
3. City will prepare contract documents.
4. City will handle advertising, bidding, and letting of the project.
5. City will print all plan sets for the Construction Contractor.
6. Construction observation will be the responsibility of the City.
7. City will administer the project.
8. City standards and specifications will be utilized when appropriate.
9. City will provide power utility contact information to Olsson.

COMPLETION TIME

Olsson hereby agrees to complete design tasks based on a mutually agreed upon timeline to be determined during the Field Pre-Design Meeting Task.

COMPENSATION

Olsson shall perform the Scope of Services (Task I through Task V) upon authorization of this proposal. Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any.

Task I - $6,500
Task II - $2,800
Task III through Task V - $21,650

PROJECT TOTAL - $30,950

Olsson 2023 Billing Rate Schedule

Description	Range		
Principal	$140.00	-	$463.00
Project Manager	$129.00	-	$254.00
Project Professional	$104.00	-	$237.00
Assistant Professional	$71.00	-	$173.00
Designer	$90.00	-	$210.00
CAD Operator	$59.00	-	$133.00
Survey	$56.00	-	$181.00
Construction Services	$49.00	-	$254.00
Administrative/Clerical	$47.00	-	$159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.655/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 25, 2023 between City of Bettendorf, Iowa ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

COUNCIL LETTER

MEETING DATE: June 20, 2023
REQUESTED BY: Patrick R. Lynch, P.E., Asst. City Engineer

Item Title
Resolution approving a professional services agreement with Shive-Hattery, Inc. for the Heatherstone Rd. Streambank Stabilization Project.

Explanation
West Pigeon Creek at Heatherstone Road passes through an 8' x 8' reinforced concrete box culvert that empties into the back yard of 5580 Crow Creek Rd. The stream then passes through the property to the neighboring property of 5620 Crow Creek Road and ultimately through a twin 10' x 6' box culvert that passes under Crow Creek Road. This twin box culvert was installed in 1996 along with streambank armoring, in the form of a gabion wall, through the property of 5620 Crow Creek Road. However, the gabion armoring ended before reaching the property of 5580 Crow Creek Road. This has allowed the banks to erode and could, if not addressed, jeopardize the integrity of the deck foundation in the near future.

Shive-Hattery, Inc. was asked to look at the erosion issue and provide a proposal for professional services. They have designed several of the streambank stabilization projects over the past few years for the City of Bettendorf and have local expertise in this area.

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 SM0148 was approved with a total budget of $325,000.00 within the Community Improvement Program (CIP).

List Attachments
Resolution; Professional Services Agreement.

RESOLUTION NO. _____-23

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY, INC. FOR THE HEATHERSTONE STREAMBANK STABILIZATION PROJECT

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Heatherstone Streambank Stabilization Project; and

WHEREAS, the firm of Shive-Hattery, 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 Shive-Hattery, Inc. be accepted and the Director of Public Works hereby authorized and directed to sign a contract for professional engineering services in an amount not to exceed $41,150.00.

Passed, Approved and Adopted this 20th day of June, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

ATTN: Pat Lynch
CLIENT: City of Bettendorf, IA
4403 Devils Glen Road
Bettendorf, IA 52722

PROJECT: City of Bettendorf - Pigeon Creek Stabilization

PROJECT LOCATION: Bettendorf, IA

DATE OF AGREEMENT: May 16, 2023

PROJECT DESCRIPTION

The City of Bettendorf is interested in stabilization of Pigeon Creek on private residential property between Heatherstone Road and Crow Creek road. Stabilization goals include reducing erosion and protection of property through the corridor.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering and Land Surveying

These services will consist of the following tasks:

1. Project Management and Administration
    1. Provide project management and administration services related to the project to ensure schedule and budget are maintained.
    2. Conduct up to three coordination meetings with the city and/or property owners.
2. Kick Off meeting, Site Review, and Site Survey
    1. Prior to the site visit, conduct an Iowa One call design ticket to review utility information. If utilities are expected in the project area, coordinate for utilities to be marked prior to the site visit.
    2. A Shive-Hattery water resources engineer with experience in stream stabilization will visit the site to perform initial reconnaissance and to collect stream information.
    3. In effort to maintain efficiency, survey of the corridor will be completed with GPS during the initial site visit as directed by the Engineer. Survey staff will mobilize from the Quad Cities Office.
    4. Following the site visit, the engineer will provide and update with initial ideas and preliminary design direction to the city and/or private landowners for discussion of options, solicit initial thoughts and concerns, and ask questions about the project.

Shive-Hattery | 4125 Westown Parkway | Suite 100 | West Des Moines, IA 50266 | 515.223.8104 | shive-hattery.com

3. Hydraulic Modeling
    1. Shive-Hattery will obtain the most recent HEC-RAS model of the location from the Iowa Flood Center. This model is viewed as the best available information and was used to develop the soon to be effective floodplain mapping for Pigeon Creek.
    2. Utilizing the survey information, update the model to represent the existing site conditions and evaluate velocities and scour potential to inform preliminary stabilization design.
    3. Update the model with proposed conditions and verify that the project will meet no-rise criteria. Prepare a hydraulic modeling memo and no-rise certificate for City floodplain permitting purposes after final design is complete.
4. Preliminary Design
    1. Prepare a site grading plan, typical cross section, and typical detail of the stream stabilization. The preliminary plan will be provided to the city and/or private landowners for feedback.
    2. Prepare a preliminary cost option for the proposed work.
5. Surveying
    1. Additional surveying may be required to support the design. Topographic survey will be collected by Shive-Hattery as required to complete the design between preliminary and final design.
6. Final Design
    1. Prepare construction documents (plans and specifications) for the stream stabilization project for bidding by the city.
        1. We anticipate using SUDAS specifications and any supplemental specifications on plan that may be needed.
        2. It is anticipated that the city will provide the form of contract and front end documents and post the project for solicitation of bids.
7. Permitting
    1. Prepare and submit a joint application to Army Corps of Engineers and Iowa DNR.
        1. We anticipate permit coverage under Regional Permit 40.
    2. Prepare a local floodplain permit application including a no-rise certificate for the project.
        1. Iowa DNR floodplain permitting is not expected to be required.
8. Bidding Services
    1. Attend one pre-bid meeting along with city staff.
    2. Answer a reasonable amount of contractor questions during bidding.
    3. Prepare contract addenda, if required. Addenda will be distributed by the city.
9. Easement Plat Preparation (If Required)
    1. Prepare permanent or temporary construction and/or flowage easements, if required.
    2. $1,500 per easement
10. Construction Staking (Hourly)
    1. One staking trip to set Easement and Clearing Limits (Late summer)
    2. A staking trip after clearing is complete to stake construction-related items like tops and toes of banks, any new structures or retaining walls, etc.
11. Construction Phase Services (Hourly As-Requested - Potential Scope Items)
    1. Attend pre-construction meeting on-site with the awarded contractor.
    2. Provide construction observation during key construction periods and prepare one page written construction observation reports for the city.
    3. As-Built Survey, if required.
    4. Prepare redline record drawings for city documentation.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.
- We anticipate the below schedule:

	2023								2024				
Task/Milestone	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Site Recon & Survey													
Hydraulic Modeling													
Preliminary Design													
Wetland Delineation													
Permitting													
Final Design													
Bid Letting													
Construction													

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Design, Permitting, Construction Documents, and Bidding (Scope Items 1-8)	Fixed Fee	$41,150	Included	$41,150
Easement Preparation (If required)	Per Easement	$1,500	Included	If required
Construction Staking	Hourly	$2,900	Included	$2,900
Construction Phase Services	Hourly	$7,850	Included	$7,850
	TOTAL			**$51,900**

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.
- Hourly Estimate – We will provide the Scope of Services based on our current hourly fee schedule as requested by the city. An estimate of fee has been provided.
- Unit Price – We will provide the scope of Services on a unit price basis (i.e. $1,500 per required easement plat).

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Utility relocation Coordination – If utilities are within the project area that require relocation, utility coordination would be added as an additional service.
2. NEPA or Threatened & Endangered Species Documentation, if required
3. Environmental assessments

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery May 2023

PARTIES

"S-H" or “Shive-Hattery” shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys’ fees, experts’ fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys’ fees, experts’ fees, or other legal costs to the extent caused by S-H’s negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys’ fees, expert’s fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney’s fees, experts’ fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

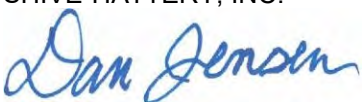
Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Dan Jensen, Civil Engineer
djensen@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bettendorf, IA

BY:_____ **TITLE:**_____
(signature)

PRINTED NAME:_____ **DATE ACCEPTED:**_____

CC: Greg Schaapveld, Shive-Hattery

COUNCIL LETTER

MEETING DATE: June 20, 2023
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution supporting an application for an Iowa Department of Transportation State Recreational Trails Grant for the Middle Rd. Recreational Trail Extension from Hopewell Ave. to Forest Grove Dr.

Explanation
The Iowa Department of Transportation (IADOT) administers an annual grant program to provide funding to establish recreational trails throughout Iowa for the use, enjoyment and participation of the public. The projects are scored based upon multiple criteria such as compatibility with local, regional and statewide plans, population need to be served in the area, economic benefit to the area and other items.

With the pending completion of the Forest Grove Dr. reconstruction projects at the end of this year, which include ten (10') foot recreational trails on both sides of Forest Grove Dr. and Middle Rd., the only remaining gap along Middle Rd. will be between Forest Grove Dr. and Hopewell Ave. Staff believes that factor, the ability to access TBK and surrounding businesses from an economic development standpoint, as well as the ability to traverse from the Mississippi River Trail (MRT) all the way to TBK on a separated recreational trail make this project a strong candidate for funding.

The application is currently being prepared and a resolution from City Council supporting the application, committing to its maintenance and operation for a minimum period of 20 years and confirming our commitment to funding a portion of the project with local dollars is required.

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 (PW0580) is included in the larger Middle Rd. Pedestrian Bridge & Trails project with a total budget of $10,000,000 within the Community Improvement Program (CIP).

List Attachments
Resolution.

RESOLUTION NO. _____-23

RESOLUTION SUPPORTING AN APPLICATION FOR AN IOWA DEPARTMENT OF TRANSPORTATION STATE RECREATIONAL TRAILS GRANT FOR THE MIDDLE RD. RECREATIONAL TRAIL EXTENSION FROM HOPEWELL AVE. TO FOREST GROVE DR.

WHEREAS, the City of Bettendorf recognizes the significance of the proposed project to both the City and the region as a whole, and

WHEREAS, the City has identified a potential grant program to help offset the cost of construction, and

WHEREAS, a resolution of support is required for the grant submittal, and

WHEREAS, the City assures the State of Iowa that the recreational trail will be available to the general public for use at no cost, and

WHEREAS, the City assures the State of Iowa that the recreational trail will be adequately maintained and operated for its intended public use using City funds for a minimum period of 20 years, and

WHEREAS, the City assures the State of Iowa that financial participation in the amount of a twenty-five percent (25%) match will be provided from within the Community Improvement Program;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA hereby endorses said construction project, and supports and application for an Iowa Department of Transportation State Recreational Trail Grant as a matter of defraying existing costs associated with construction of the Middle Road Recreational Trail Project, and further agrees that the City of Bettendorf will contribute funding to the extent required by the grant program.

Passed, Approved and Adopted this 20th day of June, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: June 20, 2023
REQUESTED BY: Chris Garman, Operations Supervisor

Item Title
Resolution authorizing the Director of Public Works to issue a purchase order to Walter D. Laud, Inc. for full depth patching at Public Works.

Explanation
A portion of the east driveway at Public Works is need of extensive patching, and given that it is the primary means of ingress and egress for the majority of Public Works vehicles, the work needs to be done as quickly as possible. Walter D. Laud, Inc. of East Moline, Illinois was awarded the Davis Street Reconstruction Project on March 21, 2023, being the low bidder of four (4) competitive bids, and has agreed to honor the same bid pricing for this work and has the availability to complete the work in short order. A total of five hundred thirty (590) square yards of concrete patching is estimated. Using the Davis Street pricing, the estimated total cost would be $64,000.00.

Relationship to Goals: Upgraded Public Facilities.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
The operating budget has sufficient monies budgeted for this project in the current fiscal year (FY23).

List Attachments
Resolution; Davis Street Reconstruction Bidtab.

RESOLUTION NO. _____-23

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO WALTER D. LAUD, INC. FOR FULL DEPTH PATCHING AT PUBLIC WORKS

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

WHEREAS, the east driveway of Public Works is in need of extensive patching; and

WHEREAS, Walter D. Laud, Inc. provided a quote honoring prior competitively bid pricing 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 Director of Public Works is authorized to issue a purchase order to Walter D. Laud, Inc. in the amount of $64,000.00.

Passed, Approved and Adopted this 20th day of June, 2023.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	Davis Street Reconstruction Project			Walter D. Laud, Inc.		N.J. Miller, Inc.		Hawkeye Paving Corp		five Cities Construction	
				Total Price	$198,905.40	Total Price	$210,639.25	Total Price	$244,519.00	Total Price	$281,465.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Traffic Control Access Provisions	1	LS	**$1,500.00**	$1,500.00	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$8,000.00	$8,000.00
2	Filter Sock	664	LF	**$0.10**	$66.40	$3.00	$1,992.00	$1.00	$664.00	$9.00	$5,976.00
3	Intake Protection	1	EA	$200.00	$200.00	**$100.00**	$100.00	$150.00	$150.00	$150.00	$150.00
4	Pavement, Driveway, and Sidewalk Removal	1795	SY	$12.50	$22,437.50	$16.00	$28,720.00	**$10.00**	$17,950.00	$14.00	$25,130.00
5	Water Service, Lower and Replace	50	LF	$20.00	$1,000.00	**$15.00**	$750.00	$20.00	$1,000.00	$60.00	$3,000.00
6	Engineering Fabric	520	SY	**$2.00**	$1,040.00	$5.00	$2,600.00	$6.00	$3,120.00	$8.00	$4,160.00
7	Crushed Stone Stabilization	275	TON	$20.00	$5,500.00	$30.00	$8,250.00	**$15.00**	$4,125.00	$35.00	$9,625.00
8	Temporary Surfacing	10	TON	**$1.00**	$10.00	$45.00	$450.00	$20.00	$200.00	$100.00	$1,000.00
9	Manhole, Std., Adjust	2	EA	**$800.00**	$1,600.00	$1,500.00	$3,000.00	$2,000.00	$4,000.00	$2,000.00	$4,000.00
10	Chimney Seal	2	EA	**$1,200.00**	$2,400.00	**$1,200.00**	$2,400.00	$1,500.00	$3,000.00	**$1,200.00**	$2,400.00
11	Granular Subbase Base, 6" (IDOT GR 12 or 14)	1885	SY	$11.00	$20,735.00	**$10.25**	$19,321.25	$16.00	$30,160.00	$14.00	$26,390.00
12	Perforated, Flexible Drain Tile (4")	1050	LF	$13.00	$13,650.00	**$12.00**	$12,600.00	**$12.00**	$12,600.00	$15.00	$15,750.00
13	P.C.C. Pavement, 6"	1600	SY	$64.25	$102,800.00	**$64.00**	$102,400.00	$71.00	$113,600.00	$87.00	$139,200.00
14	P.C.C. Driveway, 6"	178	SY	$90.00	$16,020.00	**$70.00**	$12,460.00	$85.00	$15,130.00	$95.00	$16,910.00
15	P.C.C. Sidewalk, 4"	191	SF	$12.00	$2,292.00	**$6.00**	$1,146.00	$25.00	$4,775.00	$14.00	$2,674.00
16	Select Topsoil, 4"	450	SY	**$8.00**	$3,600.00	$10.00	$4,500.00	$10.00	$4,500.00	$15.00	$6,750.00
17	Sodding and Fertilizing	450	SY	**$9.00**	$4,050.00	$10.00	$4,500.00	$10.00	$4,500.00	$14.00	$6,300.00
18	Chemical Spray Application	450	SY	**$0.01**	$4.50	$1.00	$450.00	$0.10	$45.00	$9.00	$4,050.00

COUNCIL LETTER

MEETING DATE: June 20th, 2023

REQUESTED BY: Kathleen Richlen

Item Title

Resolution approving the Civil Service List submitted for the Fleet Manager position in the Public Works Department

Explanation

Due to a retirement, the Garage/Transit Manager position was evaluated and the Fleet Manager position was created. With approval, staff conducted the recruitment process and received ten (10) applicants.

Through the Civil Service process, the Civil Service Commissioners approved a list of one (1) applicant.

The Civil Service List will be valid for one (1) year.

The Fleet Manager position is a full time, non-union position with a current salary range of $68,854.00 through $110,277.00 annually.

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

Budget contemplates the position.

List Attachments

Resolution
Civil Service List

RESOLUTION - 23

RESOLUTION APPROVING THE CIVIL SERVICE LIST SUBMITTED FOR THE FLEET MANAGER POSITION IN THE PUBLIC WORKS DEPARTMENT

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List approved on June 8th, 2023 for the Fleet Manager position is hereby approved.

PASSED, APPROVED and ADOPTED this 20th day of June, 2023.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

Bettendorf 1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

June 8, 2023

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following are eligible for the position of Fleet Manager in the Public Works Department.

1. Oscar Herrera

This certified list will expire June 7, 2024.

Respectfully,

Ralph W. Heninger
Civil Service Commissioner

Jean Z. Dickson
Civil Service Commissioner

COUNCIL LETTER

MEETING DATE: June 20th, 2023

REQUESTED BY: Kathleen Richlen

Item Title

Resolution authorizing the Mayor and City Administrator to Sign an Agreement with Iowa Communities Assurance Pool for Liability, Property Insurance and IMWCA for Worker's Compensation Insurance Coverage for the period of July 1, 2023 through June 30, 2024.

Explanation

Each year, the City of Bettendorf renews the property, casualty and worker's compensation insurance coverage. In March, the City budgeted 1,119,972 for all insurance coverage's combined. The actual renewal is $1,058,001, a difference of $61,971.

On the Property and General Liability side, the City of Bettendorf belongs to the Iowa Community Assurance Pool (ICAP). During the budget session, Arthur J. Gallagher stated the increases in overall property and general liability were going to increase higher again than in the past years. In general, the general liability (all lines) show a sampling of public sector clients with "first dollar" policies saw average increases of 9-20%. Law Enforcement Liability also increased due to uncertainties around police reforms and staffing shortages which continue to challenge law enforcement operations. Umbrella and Excess Liability coverage continues to be a struggle in certain geographic areas due to state immunity statutes and statewide litigation and claim trends – average increase is 17.5%. These type of increases are affecting the overall costs for ICAP.

One area to note is the worker's compensation costs reduced to $507,905. The worker's compensation mod decreased from .81 to .77 due to a higher claim year dropping off and a lower claim year has been added. It is also noted that the premium also reduced due to state rates that have dropped slightly, as well as the City's payroll maintaining with retirements and hiring staff at the beginning of pay scales. With the low mod factor, the City receives additional discounts on the premium that total 41% due to longevity, loss experience and the large premium the City pays. The City is still able to experience a zero (0) dollar deductible for worker's compensation claims and therefore IMWCA pays the first dollar of a claim. Actual worker's compensation savings from last year to current renewal is $21,693.

The City continues to work with the Safety Committee where there is a strong representation across the departments. The City is currently in year two of online training with extensive webinars on safety training that all employees participate in. The City also received a grant from IMWCA for protective shoe equipment that helped prevent slips and trips in inclement weather. The Safety Committee also provides Safety Training on various topics on a bi-annual basis.

Staff recommends the City continue the strong relationship with Iowa Communities Assurance Pool for liability, property, and IMWCA for worker's compensation coverage for the upcoming fiscal year.

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

The overall insurance cost is budgeted. (Note: At budget time in January, estimates are presented from the insurance company. Actual numbers are not available until April of every year.)

List Attachments

Resolution
History of Insurance Rates

RESOLUTION - 23

RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH IOWA COMMUNITIES ASSURANCE POOL FOR LIABILITY, PROPERTY INSURANCE AND IMWCA FOR WORKER'S COMPENSATION INSURANCE COVERAGE FOR THE PERIOD OF JULY 1ST, 2023 AND JUNE 30TH, 2024

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Mayor and City Administrator are hereby authorized to sign an agreement for liability, property and worker's compensation insurance coverage for the period of July 1st, 2023 through June 30th, 2024 at a cost not to exceed $1,058,001 for the plan year.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2023.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

City of Bettendorf
Property, Casualty and Workers Compensation Premiums
Four Year Premium Comparison

City-Wide Insurance	FY 20/21 Actual	FY21/22 Actual	FY 22/23 Actual	FY 23/24 Renewal	% Change from FY 22/23	$ Change from FY 22/23
Property including Contents	99,204	111,390	131,468	153,816	17.00%	22,348
General & Law Enforcement	93,445	111,301	136,496	156,111	14.37%	19,615
Auto (including physical damage) $1000/$2,500 deductible effective 7/1/10	89,552	95,693	108,062	121,530	12.46%	13,468
Public Official	19,318	21,155	27,547	29,633	7.57%	2,086
Excess	44,883	55,120	73,331	81,193	10.72%	7,862
Distribution from ICAP - Equity Refund or fund balance draw down	(31,492)	-	-	-		
Total Property	**314,910**	**394,659**	**476,904**	**542,283**	**13.71%**	**65,379**
Employee Dishonesty	1,007	1,007	1,007	1,007	0.00%	0
Flood Insurance	3,731	4,228	4,962	5,706	15.00%	744
Liquor Liability/Dram	4,515	5,905	7,470	1,100	-85.27%	-6,370
Workers Compensation	**525,919**	**546,768**	**529,598**	**507,905**	**-4.10%**	**-21,693**
Total All Insurance	**841,378**	**957,567**	**1,019,941**	**1,058,001**	**3.73%**	**38,060**
Mod factor	**0.88**	**0.72**	**0.81**	**0.77**		
Quad-City Waterfront Convention Center						
Property including contents:	23,850	27,647	32,867	38,456	**17.00%**	**5,589**
General:	13,667	16,124	19,771	22,876	**15.70%**	**3,105**
Excess:	2,865	3,519	4,681	5,183	**10.72%**	**502**
Flood	3,806	4,228	4,962	5,706	**14.99%**	**744**
Total QC Waterfront Convention Center	**44,188**	**51,518**	**62,281**	**72,221**	**15.96%**	**9,940**

COUNCIL LETTER

MEETING DATE: June 20, 2023

REQUESTED BY: Kim Kidwell

Item Title
Resolution reappointing Jodie Behrens, Meghan Corbin, and Patricia Judge to the City of Bettendorf's Family Museum Board of Trustees.

Explanation
Jodie Behrens (appointed October 2018 to fill an unexpired term), Meghan Corbin (appointed December 2022 to fill an unexpired term), and Patricia Judge (appointed June 2014 to fill vacancy) were appointed to the Family Museum Board of Trustees as noted, with a term expiration of June 30, 2023. All three members have expressed a desire to continue to serve the City of Bettendorf as a member of the Family Museum Board of Trustees.

Staff requests that the City Council confirm these appointments.

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 REAPPOINTING JODIE BEHRENS, MEGHAN CORBIN, AND PATRICIA JUDGE TO THE CITY OF BETTENDORF'S FAMILY MUSEUM BOARD OF TRUSTEES

WHEREAS, the term on the Family Museum Board of Trustees for Jodie Behrens, Meghan Corbin, and Patricia Judge will expire on June 30, 2023; and

WHEREAS, it is the desire of the Council to reappoint said members.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the mayoral appointments of Jodie Behrens, Meghan Corbin, and Patricia Judge to the City of Bettendorf's Family Museum Board of Trustees are hereby reaffirmed for a term beginning July 1, 2023, and ending on June 30, 2026.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023

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Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: June 20, 2023

REQUESTED BY: Kim Kidwell

Item Title
Resolution reappointing Betsy Flaherty, Gregg Machetta, and Maxim Pikulskiy to the City of Bettendorf's Parks Advisory Board.

Explanation
Betsy Flaherty, Gregg Machetta, and Maxim Pikulskiy were appointed to the City of Bettendorf's Parks Advisory Board on September 7, 2021, with a term expiration of June 30, 2023. All three members have expressed a desire to continue to serve the City of Bettendorf as a member of the Parks Advisory Board.

Staff requests that the City Council confirm these appointments.

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 REAPPOINTING BETSY FLAHERTY, GREGG MACHETTA, AND MAXIM PIKULSKIY TO THE CITY OF BETTENDORF'S PARKS ADVISORY BOARD

WHEREAS, the term on the Parks Advisory Board for Betsy Flaherty, Gregg Machetta, and Maxim Pikulskiy will expire on June 30, 2023; and

WHEREAS, it is the desire of the Council to reappoint said members.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the mayoral appointments of Betsy Flaherty, Gregg Machetta, and Maxim Pikulskiy to the Parks Advisory Board are hereby reaffirmed for a term beginning July 1, 2023, and ending on June 30, 2026.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023

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Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: June 20, 2023

REQUESTED BY: Michelle Spencer

Item Title
Resolution approving annual and/or special event mobile food unit licenses.

Explanation
The Licensing of mobile food units contribute to the mission of a growing, competitive business environment. The applicant for Arty's Ice Cream & Grill; Floyd's Burgers & Sliders; and Nina's Tacos Curbside have submitted the necessary documentation to issue the respective license and/or permits as required by City of Bettendorf's Municipal Code, Ordinance 09-18, adopted May 1, 2018.

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 ANNUAL AND/OR SPECIAL EVENT MOBILE FOOD UNIT LICENSES

WHEREAS, the City Council of the City of Bettendorf, Iowa has received application for the following mobile food unit requests:

Arty's Ice Cream & Grill; Floyd's Burgers & Sliders; and Nina's Tacos Curbside

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Bettendorf Municipal Code, Ordinance No. 09-18 that was adopted on May 1, 2018, the aforementioned renewals and/or requests is hereby approved.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023

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Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: June 20, 2023

REQUESTED BY: Michelle Spencer

Item Title
Resolution approving alcohol license renewals and requests.

Explanation
The Licensing of businesses contribute to the mission of a growing, competitive business environment. The applicants for The Summit; Trattoria Tiramisu; Jimmy's Pancake House; Adventurous Brewing; The Vintage Wine Bar; Los Amigos; QC Mart (18th St location); Walgreens Stores #06553 and #05512; and Old Chicago and 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 ALCOHOL LICENSE RENEWALS AND REQUESTS

WHEREAS, the City Council of the City of Bettendorf, Iowa has received application for the following alcohol license renewals and/or requests:

renewals for The Summit and Trattoria Tiramisu; a new license for Jimmy's Pancake House; a permanent outdoor service privilege for Adventurous Brewing; an extended outdoor service area for Adventurous Brewing for an event on the weekend of July 28 and September 1; special event license for The Vintage Wine Bar on July 15; an outdoor service privilege for Los Amigos and QC Mart (18th St location (July 4th celebration)); and ownership updates for Walgreens #06553 and #05512 and Old Chicago

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 20th day of June 2023

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Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	GENERAL FUND	00100003951700		SCOTT COUNTY RECORDER	06/21/2023	121777	2022-00022338	70.00	BOND RECORDING FEES
		00100002330000		WAGEWORKS	06/06/2023	2300695	INV5246281	204.47	FLEX CLAIMS
		00100002330000		WAGEWORKS	05/31/2023	2300648	INV5228263	5,135.05	FLEX CLAIMS
	GENERAL FUND	**- Summary**						**5,409.52**	
	LIABILITY CLEARING ACCT.	81000002051500		AFLAC	05/05/2023	2300664	PR DATE 05/05	116.40	CI WRAP CONTRIBUTIONS
		81000002059900		IOWA C.O.P.S.	06/02/2023	2300680	PR DATE 06/02	40.00	06/02 CONTRIBUTIONS
		81000002051100		MUNICIPAL FIRE & POLICE	06/02/2023	2300677	06/02 PAY DATE	14,757.34	EMPLOYEE SHARE POLICE PENSION
		81000002051500		WASHINGTON NATIONAL LIFE INSURANCE	06/16/2023	121686	20230616	61.10	PAYROLL SUMMARY
		81000002051500		ICMA RETIREMENT TRUST - 457	05/05/2023	2300662	PR 05/05/23B	3,830.65	AFTER TAX ROTH IRA
		81000002051200		MUNICIPAL FIRE & POLICE	06/02/2023	2300677	06/02 PAY DATEB	9,951.04	EMP SHARE FIRE PENSION
		81000002051900		COLLECTION SERVICES CENTER	06/02/2023	2300686	2312574	1,825.42	CHILD/SPOUSE SUPPORT
		81000002052800		ICMA RETIREMENT TRUST - 457	05/05/2023	2300662	PR 05/05/23A	3,698.94	457 LOAN PAYMENTS
		81000002059900		IOWA C.O.P.S.	05/05/2023	2300666	PR DATE 05/05	40.00	05/05 CONTRIBUTIONS
		81000002051500		AMERICAN FUNDS ROTH IRA WIRE	05/05/2023	2300673	7603-3540-11613	25.00	AFTER TAX ROTH IRA CONTRIBUTIONS
		81000002052800		ICMA RETIREMENT TRUST - 457	06/02/2023	2300676	PR DATE 06/02A	3,698.94	457 LOAN PAYMENTS
		81000002052900		MADISON NATIONAL LIFE INSURANCE CO	06/01/2023	2300659	06302023	1,783.17	VOLUNTARY LIFE INSURANCE JUNE
		81000002051000		IPERS COLLECTIONS	06/02/2023	2300684	121058320A	53,385.29	CITY SHARE IPERS
		81000002051500		AFLAC	06/02/2023	2300678	PR DATE 06/02	116.40	CI WRAP CONTRIBUTIONS
		81000002051900		COLLECTION SERVICES CENTER	05/05/2023	2300672	2299636	1,825.42	CHILD/SPOUSE SUPPORT

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002052100		CITY OF BETTENDORF	06/16/2023	121677	20230616	17,955.79	PAYROLL SUMMARY
		81000002050200		MUNICIPAL FIRE & POLICE	06/02/2023	2300677	06/02 PAY DATEA	37,521.16	CITY SHARE POLICE PENSION
		81000002051000		IPERS COLLECTIONS	05/05/2023	2300670	121053379A	53,675.64	CITY SHARE IPERS
		81000002050400		MUNICIPAL FIRE & POLICE	05/05/2023	2300663	05/05 PAY DATEC	25,246.17	CITY SHARE FIRE PENSION
		81000002051100		MUNICIPAL FIRE & POLICE	05/05/2023	2300663	05/05 PAY DATE	14,790.93	EMPLOYEE SHARE POLICE PENSION
		81000002050900		INTERNAL REVENUE SERVICE	05/05/2023	2300667	35373036B	24,903.32	MEDICARE W/H TAX
		81000002059900		BETTENDORF POLICE BENEVOLENT FUND	06/16/2023	121675	20230616	102.00	PAYROLL SUMMARY
		81000002050500		INTERNAL REVENUE SERVICE	05/05/2023	2300667	35373036	75,803.82	FEDERAL W/H
		81000002052300		ICMA RETIREMENT TRUST - 457	05/05/2023	2300662	PR 05/05/23	55,593.86	457 CONTRIBUTIONS
	LIABILITY CLEARING ACCT.	81000002050600		TREASURER,STATE OF IOWA	05/05/2023	2300668	0-003-408-291	27,562.08	05/05 PAY DATE IA W/H TAX
		81000002052000		UNITED WAY QUAD CITIES	05/05/2023	2300661	PR DATE 05/05	808.62	05/05/23 CONTRIBUTIONS
		81000002052300		LINCOLN LIFE	06/16/2023	121682	20230616	1,033.58	PAYROLL SUMMARY
		81000002050800		INTERNAL REVENUE SERVICE	06/02/2023	2300681	PR 06/02/23A	70,485.80	FICA W/H TAX
		81000002052300		GREAT AMERICAN PLAN ADMINISTRATORS	06/02/2023	2300679	PR DATE 06/02	656.44	06/02 CONTRIBUTIONS
		81000002059900		MARSHA L COMBS-SKINNER	06/16/2023	121683	20230616	141.24	PAYROLL SUMMARY
		81000002050400		MUNICIPAL FIRE & POLICE	06/02/2023	2300677	06/02 PAY DATEC	25,301.09	CITY SHARE FIRE PENSION
		81000002051500		AMERICAN FUNDS ROTH IRA WIRE	06/02/2023	2300687	4374-2132-31312	25.00	AFTER TAX ROTH IRA CONTRIBUTIONS
		81000002052300		GREAT AMERICAN	05/05/2023	2300665	PR DATE 05/05	717.20	05/05 CONTRIBUTIONS

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				PLAN ADMINISTRATORS					
		81000002059900		CITY OF BETTENDORF	06/16/2023	121676	20230616	68.44	PAYROLL SUMMARY
		81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	05/05/2023	2300671	05/05/23 PR	1,000.53	457 CONTRIBUTIONS
		81000002050200		MUNICIPAL FIRE & POLICE	05/05/2023	2300663	05/05 PAY DATEA	37,606.55	CITY SHARE POLICE PENSION
		81000002052300		ICMA RETIREMENT TRUST - 457	06/02/2023	2300676	PR DATE 06/02	55,021.81	457 CONTRIBUTIONS
		81000002050900		INTERNAL REVENUE SERVICE	06/02/2023	2300681	PR 06/02/23B	25,031.94	MEDICARE W/H TAX
		81000002050600		TREASURER,STATE OF IOWA	06/02/2023	2300682	0-003-648-58	25,837.08	06/02 PAY DATE IA W/H TAX
		81000002052000		UNITED WAY QUAD CITIES	06/02/2023	2300675	PR DATE 06/02	808.62	06/02/23 CONTRIBUTIONS
	LIABILITY CLEARING ACCT.	81000002051000		IPERS COLLECTIONS	06/02/2023	2300684	121058320	35,569.14	EMPLOYEE SHARE IPERS
		81000002050800		INTERNAL REVENUE SERVICE	05/05/2023	2300667	35373036A	70,280.06	FICA W/H TAX
		81000002051000		IPERS COLLECTIONS	05/05/2023	2300670	121053379	35,764.83	EMPLOYEE SHARE IPERS
		81000002050500		INTERNAL REVENUE SERVICE	06/02/2023	2300681	PR 06/02/23	75,526.37	FEDERAL W/H
		81000002051500		ICMA RETIREMENT TRUST - 457	06/02/2023	2300676	PR DATE 06/02B	4,114.08	AFTER TAX ROTH IRA
		81000002052200		CITY OF BETTENDORF	06/16/2023	121677	20230616A	202.50	PAYROLL SUMMARY
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	06/02/2023	2300683	0-306-338-512	3,082.75	ILLINOIS STATE W/H TAX
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	05/05/2023	2300669	0-967-320-272	2,887.00	ILLINOIS STATE W/H TAX
		81000002052300		ICMA RETIREMENT TRUST - 457	06/02/2023	2300688	PR DATE 060223C	346.15	457 CONTRIBUTIONS
		81000002052300		CITY OF BETTENDORF/125	06/16/2023	121680	20230616	1,916.04	PAYROLL SUMMARY

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				PLAN					
		81000002052300		CITY OF BETTENDORF/125 PLAN	06/16/2023	121679	20230616	2,173.94	PAYROLL SUMMARY
		81000002051200		MUNICIPAL FIRE & POLICE	05/05/2023	2300663	05/05 PAY DATEB	9,929.43	EMP SHARE FIRE PENSION
		81000002052300		PACIFIC LIFE INSURANCE COMPANY	06/16/2023	121684	20230616	292.26	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT.	81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	06/02/2023	2300685	06/02/23 PR	1,000.53	457 CONTRIBUTIONS
		81000002052300		CITY OF BETTENDORF/125 PLAN	06/16/2023	121678	20230616	4,762.36	PAYROLL SUMMARY
		81000002051500		AMERICAN FUNDS SERVICE COMPANY	06/16/2023	121673	20230616	50.00	PAYROLL SUMMARY
		81000002052300		ANCHOR NATIONAL LIFE INSURANCE CO	06/16/2023	121674	20230616	213.59	PAYROLL SUMMARY
		81000002051900		STATE DISBURSEMENT UNIT	06/16/2023	121685	20230616	346.15	PAYROLL SUMMARY
		81000002051500		LEGALSHIELD	06/16/2023	121681	20230616	85.73	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT. - Summary							**921,396.73**	
		56000002010400		FOOD DRINK FRIENDS INC.	06/06/2023	2300696	06042023B	-542.26	05/29-06/04 CREDIT CARD FEES
		56000002010400		FOOD DRINK FRIENDS INC.	06/13/2023	2300697	06112023B	-613.93	JUNE 5 - JUNE 11TH CREDIT CARD FEES
		56000002010400		FOOD DRINK FRIENDS INC.	06/13/2023	2300697	06112023	16,674.24	JUNE 5 - JUNE 11TH CREDIT CARD PAYMENTS
	PALMER HILLS GOLF COURSE	56000002010400		FOOD DRINK FRIENDS INC.	06/02/2023	2300660	05282023	14,879.24	MAY 22-28 CREDIT CARD PAYMENTS
		56000002010900		FOOD DRINK FRIENDS INC.	06/06/2023	2300696	06042023A	164.90	05/29-06/04 GIFT CARD PAYMENTS
		56000002010900		FOOD DRINK FRIENDS INC.	06/02/2023	2300660	05282023B	-435.07	MAY 22-28 CREDIT CARD FEES

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	PALMER HILLS GOLF COURSE	56000002010900		FOOD DRINK FRIENDS INC.	06/13/2023	2300697	06112023A	54.85	JUNE 5 - JUNE 11TH GIFT CARD PAYMENTS
		56000002010400		FOOD DRINK FRIENDS INC.	06/06/2023	2300696	06042023	12,738.42	05/29-06/04 CREDIT CARD PAYMENTS
		56000002010900		FOOD DRINK FRIENDS INC.	06/02/2023	2300660	05282023A	54.38	MAY 22-28 GIFT CARD PAYMENTS
	PALMER HILLS GOLF COURSE - Summary							**42,974.77**	
	SEWER UTILITY	52000001130000		PPU INC	06/21/2023	121762	525 23RD ST	115.97	SEWER REFUND
		52000002611300		UMB BANK	05/30/2023	2300653	0185393550F	75,000.00	GO 2013A $1.5M PRINCIPAL
		52000001130000		J & L RICHARD PROPERTIES LLC	06/21/2023	121730	425 28TH ST	208.07	SEWER REFUND
		52000002611400		UMB BANK	05/30/2023	2300653	0185400488B	185,000.00	GO 2014A $1.43M PRINCIPAL
		52000002660000		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023J	175,000.00	SEWER REVENUE CAPITAL LOAN NOTE 2017 4.045 PRIN
		52000001130000		RANDY ALLISON	06/21/2023	121767	5868 SETTLERS	103.34	SEWER REFUND
		52000002611500		UMB BANK	05/30/2023	2300653	0185407905D	155,000.00	GO REFUNDING 2015B $1.22M PRINCIPAL
		52000001130000		ELIZABETH GLYNN	06/21/2023	121709	1808ANDERSONCT	429.26	SEWER REFUND
		52000002660000		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023F	105,000.00	SEWER REVENUE CAPITAL LOAN NOTE 2016 2.03 PRINC
		52000002611300		UMB BANK	05/30/2023	2300653	0185416088N	100,000.00	GO REFUNDING 2017D $1.15M PRINCIPAL
		52000002660000		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023N	80,000.00	SEWER REV CAPITAL LOAN NOTE 2020 2.03 PRINC
	SEWER UTILITY - Summary							**875,856.64**	
	STORM WATER UTILITY	58000002611500		UMB BANK	05/30/2023	2300653	0185407905F	155,000.00	GO REFUNDING 2015B $1.23M PRINCIPAL
		58000002660000		SAUK VALLEY BANK	06/01/2023	2300657	06012023D	85,000.00	STORM WATER REVENUE CAPITAL LOAN 2020 2.03 PR
		58000002611200		UMB BANK	05/30/2023	2300653	0185416088J	125,000.00	GO REFUNDING 2017D $1.35M PRINCIPAL

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	STORM WATER UTILITY	58000002660000		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023H	105,000.00	STORM W REVENUE CAPITAL LOAN NOTE 2016 2.03 PRINC
		58000002611300		UMB BANK	05/30/2023	2300653	0185393550D	75,000.00	GO 2013A $1.5M PRINCIPAL
		58000002660000		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023L	90,000.00	STORM WATER REV CAPITAL LOAN NOTE 2017 2.03 PRINC
	STORM WATER UTILITY - Summary							**635,000.00**	
	TRANSIT	58500002010300		RIVER BEND TRANSIT	06/21/2023	121770	2871	305.80	442 MAY 23 BUS LEASE PRINCIPAL
		58500003592300		RIVER BEND TRANSIT	06/21/2023	121770	053123A	-55.30	FARES COLLECTED- MAY 2023
		58500003592400		RIVER BEND TRANSIT	06/21/2023	121770	053123C	-2,263.50	REVENUES COLLECTED- MAY 2 023
	TRANSIT - Summary							**-2,013.00**	
- Summary								**2,478,624.66**	
	AQUATIC CENTER FUND	57550504992299	2PL005	GENERAL CONSTRUCTORS, INC.	06/21/2023	121714	1	523,687.50	#1 THE LANDING THRU 53123
		57550504992299	2PL005	CDB UTILITY CONTRACTORS	06/21/2023	121700	7979	4,620.00	BORE - THE LANDING
	AQUATIC CENTER FUND - Summary							**528,307.50**	
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802299	PW0582	WALTER D. LAUD INC.	06/21/2023	121795	2	153,855.20	PE #2 DAVIS ST RECONST.
		40050504802299	PW0581	LANGMAN CONSTRUCTION COMPANY	06/21/2023	121735	1	26,785.00	PE #1 PINEACRE DR RECONST
		40050504802290	PW0381	HDR ENGINEERING, INC.	06/21/2023	121720	1200524305	63,555.18	#16 TO2 FG ENG SERVICES 04/02/23 to 05/06/23
		40050504802307	PW0381	PLEASANT VALLEY REDI-MIX INC.	06/21/2023	121761	58051	1,218.00	CONCRETE FOR BUS SHELTER
		40050504802299	PW0381	VALLEY CONSTRUCTION	06/21/2023	121791	13	1,147,096.41	#13 FOREST GROVE DR 05/01/23 TO 05/31/23
		40050504802290	PW0570	SNYDER & ASSOCIATES, INC.	06/21/2023	121780	123.0443.01A-1	625.00	#1 BETT RIVERDALE RAIL XING STUDY THRU 04/30/23
		40050504802307	PW0381	PLEASANT VALLEY REDI-MIX INC.	06/21/2023	121761	58092	1,520.00	CONCRETE FOR BUS SHELTER

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		40050504802290	PW0522	TERRACON CONSULTANTS, INC.	06/21/2023	121782	TJ40807	1,938.00	23RD STREET RESURF PCC CYLINDER TESTING
		40050504802290	PW0381	HDR ENGINEERING, INC.	06/07/2023	121615	1200516962A	23,848.83	#15 TO2 ENG SERVICES FG
		40050504802290	PW0381	HDR ENGINEERING, INC.	06/07/2023	121615	1200507807A	31,445.73	#14 TO2 ENG SERVICES FG
		40050504802290	PW0381	HDR ENGINEERING, INC.	06/07/2023	121615	1200483456A	27,247.95	#11 TO2 ENG SERVICES FG
		40050504802290	PW0577	TERRACON CONSULTANTS, INC.	06/21/2023	121782	TJ40808	184.00	2023 FULL DEPTH PATCH PCC CYLINDER TESTING
		40050504802299	CD0107	IOWA AMERICAN WATER COMPANY	06/21/2023	121727	220039871844B	18.32	WATER - FLOOD HOUSE 1115 CRESTVIEW COURT
		40050504802290	PW0544	TERRACON CONSULTANTS, INC.	06/21/2023	121782	TJ40813	360.00	2022 ALLEY REHAB PCC CYLINDER TESTING
		40050504802299	PW0562	CDB UTILITY CONTRACTORS	06/21/2023	121700	7980	3,965.00	BORE FOR FOREST GROVE
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802290	PW0381	HDR ENGINEERING, INC.	06/21/2023	121720	1200528851	44,813.96	#17 TO2 FOREST GROVE 05/07/23 TO 06/03/23
		40050504802299	PW0562	N.J. MILLER INC.	06/21/2023	121755	3	237,244.45	PE #3 FOREST GROVE DR PASE 6
		40050504802290	PW0381	HDR ENGINEERING, INC.	06/07/2023	121615	120492926A	19,916.51	#12 TO2 ENG SERVICES FG
		40050504802290	PW0562	HDR ENGINEERING, INC.	06/21/2023	121720	1200524305	17,782.06	#16 TO2 FG ENG SERVICES 04/02/23 to 05/06/23
		40050504802290	PW0381	HDR ENGINEERING, INC.	06/07/2023	121615	1200500524A	13,310.19	#13 TO2 ENG SERVICES FG
		40050504802307	PW0381	REPUBLIC COMPANIES	06/21/2023	121768	6156857	17,749.30	LIGHT POLE FUSES
		40050504802307	PW0381	SPRINGFIELD ELECTRIC	06/21/2023	121781	S010376488.001	3,154.00	FUSE HOLDERS
		40050504802299	PW0522	HAWKEYE PAVING CORPORATION	06/21/2023	121719	2	459,744.14	PE #2 23RD ST RESURFACING
		40050504807074	CD0080	LAW OFFICE OF JAY SOMMERS, P.C.	05/31/2023	2300651	CRESTVIEW CIR	104,225.88	PURCHASE OF 2401 CRESTVIEW CIR

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		40050504802290	PW0562	HDR ENGINEERING, INC.	06/21/2023	121720	1200528851	4,417.65	#17 TO2 FOREST GROVE 05/07/23 TO 06/03/23
	CAPITAL PROJECTS	40050504807074	CD0114	MID AMERICAN ENERGY DES MOINES	06/07/2023	121619	052523	5,786.46	STREET LIGHT CC & MILLWOOD
		40050504802290	PW0582	TERRACON CONSULTANTS, INC.	06/21/2023	121782	TJ40804	580.00	DAVIS STREET RECONST PCC CYLINDER TESTING
		40050504802299	PW0583	WALTER D. LAUD INC.	06/21/2023	121795	1	101,977.70	PE #1 NATHAN CT RECONST.
	CAPITAL PROJECTS - Summary							**2,514,364.92**	
	DOWNTOWN IMPROVEMENTS	00350504802299	DT0029	LANGE SIGN GROUP, INC.	06/07/2023	121617	05162023	14,477.00	MONUMENT SIGN FOR PALMER HILLS 50% DOWN PAYMENT
	DOWNTOWN IMPROVEMENTS - Summary							**14,477.00**	
	ROAD USE FUND	20650504802299	RU0033	CDMI CONCRETE CONTRACTORS, INC.	06/21/2023	121701	1A	13,881.28	PE #1 2023 FULL DEPTH PATCHING
CAPITAL PROJECTS		20650504802299	RU0031	CDMI CONCRETE CONTRACTORS, INC.	06/21/2023	121701	1	38,207.50	PE #1 2023 FULL DEPTH PATCHING
	ROAD USE FUND - Summary							**52,088.78**	
	SEWER UTILITY	52050504992290	SW0103	MCCLURE ENGINEERING CO	06/21/2023	121745	145594	52,254.00	#3 SPENCER CRK LIFT STATION 04/30/23-05/27/23
		52050504992299	SW0104	LANGMAN CONSTRUCTION COMPANY	06/21/2023	121735	1A	73,127.06	PE #1 PINEACRE DR RECONSTR
	SEWER UTILITY - Summary							**125,381.06**	
	STORM WATER UTILITY	58050504992299	SM0138	LANGMAN CONSTRUCTION COMPANY	06/21/2023	121735	2	80,901.66	PE #2 2023 INTAKE REPAIR
		58050504992290	SM0149	VEENSTRA & KIMM, INC.	06/21/2023	121793	2	1,530.69	#2 33RD ST DRAINAGE IMP 04/16/23 TO 05/20/2023
	STORM WATER UTILITY - Summary							**82,432.35**	
CAPITAL PROJECTS - Summary								**3,317,051.61**	
CITY ADMINISTRATION	GENERAL FUND	00141014601304		BI-STATE REGIONAL COMMISSION	06/21/2023	121697	0011067	19.69	MANAGERS/ADMINISTRATORS MTG 6/2/23 - DPLOEHN
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154479	75.62	PH NOT FLUM AMENDMENT SW

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
									CORNER DGR/FDR OSP TO ULI
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154825	529.38	PUBLISH CITY COUNCI MTG MINUTES 5/2/23 MEETING
		00141014601304		BI-STATE REGIONAL COMMISSION	06/21/2023	121697	0011075	22.96	IA INTERGOV MTG 6/7/23 - DPLOEHN, CITY ADMINISTR
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	156004	831.96	PUBLISH CITY COUNCIL MTG MINUTES 5/16/2023 MEETING
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	153702	36.98	PUB PH NOT RE FY23 FTA GRANT SECTION 5307
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154324	44.59	PUBLISH ORDINANCE 10-23
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154422	36.39	PH NOT RE LEASE & DEVELOP AGREEMENT 845 STATE ST
		00141024612205		SCOTT COUNTY RECORDER	06/21/2023	121777	2022-00023813	52.00	RECORD LEASE 845 STATE ST
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154474	73.87	PH NOT REZONE SW CORNER DGR/FGD C-1 TO C-2
CITY ADMINISTRATION	GENERAL FUND	00141024612214		QUAD CITY TIMES	06/21/2023	121766	154472	79.72	PH NOT REZONE SW CORNER DGR/FGD C-1 TO R-3
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154476	79.72	PH NOT REZONE SW CORNER DGR/FGD C-1 TO C-2
		00141024612244		MERCHANT SERVICES	06/02/2023	2300689	523D	53.00	BANK CARD FEES BUSINESS LIC
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154477	74.45	PH NOT FLUM AMENDMENT SW CORNER DGR/FDR OSP TO UMI
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	153704	36.98	PUB PH NOT RE FY23 FTA GRANT SECTION 5310
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	153874	167.63	PUB PH NOT RE BUDGET AMENDMENT FOR FY22/23
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154471	61.57	PH NOT REZONE SW CORNER DGR/FGD R-1 TO C-1
		00141014601304		BI-STATE REGIONAL COMMISSION	06/21/2023	121697	0011065	19.21	IA INTERGOV MTG 5/3/23 - DPLOEHN, CITY ADMINISTR
		00141024612214		QUAD CITY TIMES	06/21/2023	121766	154469	37.56	PUB PH NOT REZONE 5019 HOPEWELL AVE A-1 TO R-3

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
CITY ADMINISTRATION	GENERAL FUND	00141024612214		QUAD CITY TIMES	06/21/2023	121766	154475	54.54	PH NOT REZONE SW CORNER DGR/FGD C-1 TO R-1
	GENERAL FUND - Summary							**2,387.82**	
CITY ADMINISTRATION - Summary								**2,387.82**	
		00130034542299		KIMBERLY'S KLEANING	06/21/2023	121734	2707-601	75.00	2725 OAK ST 23-0813 LAWN SERVICE
		00130064162244		MERCHANT SERVICES	06/02/2023	2300689	523A	1,343.15	BANK CARD FEES INSPECTION
		00130034542299		KIMBERLY'S KLEANING	06/21/2023	121734	602-23	1,120.00	MOW FLOOD LOTS 6/2/23
		00130034542299		KIMBERLY'S KLEANING	06/21/2023	121734	1128-605	75.00	1128 - 28TH ST 23-0826 LAWN SERVICE
		00130034542299		KIMBERLY'S KLEANING	06/21/2023	121734	4060-601	135.00	4060 MIDDLE RD 23-0795 LAWN SERVICE
		00130014542306		CULLIGAN OF DAVENPORT	06/21/2023	121704	0507927	9.50	BOTTLED WATER DISPENSER RENTAL
		00130034542299		KIMBERLY'S KLEANING	06/21/2023	121734	5954-531	75.00	5954 DANIELLE DR 23-0792 LAWN SERVICE
COMMUNITY DEVELPMENT	GENERAL FUND	00130024532205		SCOTT COUNTY RECORDER	06/21/2023	121777	2022-00023593	87.00	RECORD DO
		00130034542299		KIMBERLY'S KLEANING	06/14/2023	121672	526-23	1,120.00	MOW FLOOD LOTS 5/26/23
		00130064162290		HANDICAPPED DEVELOPMENT CENTER	06/21/2023	121718	754190	4,103.75	SCANNING 3X5 CARDS
		00130024532214		QUAD CITY TIMES	06/21/2023	121766	153920	44.59	PUBLISH NOTICE OF PUBLIC HEARING - BOA 5/11/23
		00130034542299		KIMBERLY'S KLEANING	06/21/2023	121734	2517-601	40.00	2514 CYPRESS DR 23-0763 LAWN SERVICE
		00130034542299		KIMBERLY'S KLEANING	06/21/2023	121734	1903-601	75.00	1903 KINGS DR 23-0801 LAWN SERVICE
		00130034542299		KIMBERLY'S KLEANING	06/21/2023	121734	2615-531	110.00	2615 CENTRAL AV 23-0800 LAWN SERVICE
	GENERAL FUND - Summary							**8,412.99**	
COMMUNITY DEVELPMENT - Summary								**8,412.99**	

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
ECONOMIC DEVELOPMENT	GENERAL FUND	00135034662304		CONFERENCE TECHNOLOGIES, INC	06/21/2023	121703	BORD155011	2,159.00	SENNHEISER BODYPACK TRANSMITTERS 3
	GENERAL FUND - Summary							**2,159.00**	
ECONOMIC DEVELOPMENT - Summary								**2,159.00**	
FAMILY MUSEUM	FMLY MUSEUM/ARTS &SCIENCE	55511014942130		EXPLORER SYSTEMS INC	06/21/2023	121710	206635	1,950.00	VERSAI DATA CONVERSION FR OM QB POS
		55511024942140		MULCHSCAPERS	06/21/2023	121754	3750	4,320.00	COURTYARD MULCH
		55511024942140		MULCHSCAPERS	06/21/2023	121754	3751	1,700.00	PLAYGROUND MULCH
		55511024942290		HOWELL, GABRIELLA	06/21/2023	121723	053123	140.00	ART ACADEMY ASSISTANT MAY 14-JUNE 10
		55511014942244		VANTIV INTEGRATED PAYMENTS	06/06/2023	2300691	523	1,176.81	BANKCARD FEES MUSEUM
		55511024942290		MCCULLUM, SAMUEL	06/21/2023	121746	060923	7,980.00	JUNE STEAM 60/40 SPLIT
		55511014942307		CINTAS DOCUMENT MANAGEMENT	06/21/2023	121702	5160733317	78.65	FIRST AID SUPPLIES
		55511014942130		EXPLORER SYSTEMS INC	06/21/2023	121710	206634A	3,750.00	VERSAI LICENSE AND SUPPOR T
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**21,095.46**	
FAMILY MUSEUM - Summary								**21,095.46**	
FINANCE	DEBT SERVICE FUND	31102094708001		UMB BANK	05/30/2023	2300653	0185411972	70,000.00	GO 2016D $1.4K PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	0185407905B	585,000.00	GO REFUNDING 2015B $4.59M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185413937A	31,412.50	GO UR 2017A $3.18M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	I1190	465,000.00	GO 2022A $16.235M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	I543A	85,900.00	GO REFUNDING 2020B $15.065M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	0185416070A	160,534.37	GO 2017C $10.350M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185416088L	815,000.00	GO REFUNDING 2017D $8.46M

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

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									PRINCIPAL
		31102094708001		IOWA FINANCE AUTHORITY	06/01/2023	2300655	06012023	19,000.00	SRF $.445M CURRENT PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	I1191	105,000.00	GO 2022B $3.005M PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	0185413945	110,000.00	TAXABLE GO UR 2017B $2.195M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185419876A	182,425.00	GO 2019A $9.105M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185393550	510,000.00	GO 2013A $9.985M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185411964C	8,700.00	GO 2016C $700K INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185400488	330,000.00	GO 2014B $2.58M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185419876C	34,450.00	GO 2019A $1.83M INTEREST
FINANCE	DEBT SERVICE FUND	31102094708001		UMB BANK	05/30/2023	2300653	0185419876B	70,000.00	GO 2019A $1.83M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185400488A	9,150.00	GO 2014B $2.58M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185416070	435,000.00	GO 2017C $10.350M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185416088G	6,425.00	GO REFUNDING 2017D $.370M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	I232	370,000.00	GO 2020A $8.88M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185407905A	31,750.00	GO REFUNDING 2015B $2.545M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	I232D	25,000.00	GO 2020A $700K PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185416088E	6,725.00	GO REFUNDING 2017D $.390M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	I656A	123,000.00	GO 2020C $8.29K INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	0185411964E	8,700.00	GO 2016C $700K INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185411964D	35,000.00	GO 2016C $700K PRINCIPAL

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		31102094708001		UMB BANK	05/30/2023	2300653	I232B	25,000.00	GO 2020A $700K PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185393550C	6,381.24	GO 2013A $700K INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185407897	535,000.00	GO 2015A $8.885M PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	I543	1,330,000.00	GO REFUNDING 2020B $15.065M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	I1191A	45,670.00	GO 2022B $3.005M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	I232E	10,753.12	GO 2020A $700K INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185416088D	40,000.00	GO REFUNDING 2017D $.390M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185416088C	6,725.00	GO REFUNDING 2017D $.390M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185413937	150,000.00	GO UR 2017A $3.18M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185413945A	28,893.74	TAXABLE GO UR 2017B $2.195M INTEREST
FINANCE	DEBT SERVICE FUND	31102094708001		UMB BANK	05/30/2023	2300653	0185411964	420,000.00	GO 2016C $8.945M PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	0185393550B	35,000.00	GO 2013A $700K PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185416088M	176,025.00	GO REFUNDING 2017D $8.46M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185416088F	35,000.00	GO REFUNDING 2017D $.370M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185393550A	91,425.00	GO 2013A $9.985M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	I1190A	314,810.00	GO 2022A $16.235M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	0185411964A	110,265.62	GO 2016C $8.945M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	0185407897A	111,380.62	GO 2015A $8.885M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	0185407897C	7,671.88	GO 2015A $700M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	0185407905C	63,625.00	GO REFUNDING 2015B $4.59M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	0185416088A	98,650.00	GO REFUNDING 2017D $5.685

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
									INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185416088H	670,000.00	GO REFUNDING 2017D $7.32M PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	I232C	10,753.13	GO 2020A $700K INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185411964B	35,000.00	GO 2016C $700K PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185416088I	128,225.00	GO REFUNDING 2017D $7.32M INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185416088B	40,000.00	GO REFUNDING 2017D $.390M PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	0185419876	380,000.00	GO 2019A $9.105M PRINCIPAL
	DEBT SERVICE FUND	31102094708002		UMB BANK	05/30/2023	2300653	0185387347A	98,006.25	GO 2012A $11.34M INTEREST
		31102094708002		UMB BANK	05/30/2023	2300653	I232A	144,743.75	GO 2020A $8.88M INTEREST
FINANCE		31102094708001		UMB BANK	05/30/2023	2300653	0185416088	585,000.00	GO REFUNDING 2017D $5.685M PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	0185387347	600,000.00	GO 2012A $11.34M PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	0185407897B	35,000.00	GO 2015A $700M PRINCIPAL
		31102094708002		IOWA FINANCE AUTHORITY	06/01/2023	2300655	06012023A	1,886.98	SRF $.445M CURRENT INTEREST
		31102094708001		UMB BANK	05/30/2023	2300653	0185407905	295,000.00	GO REFUNDING 2015B $2.545M PRINCIPAL
		31102094708001		UMB BANK	05/30/2023	2300653	I656	315,000.00	GO 2020C $8.29K PRINCIPAL
		31102094708002		UMB BANK	05/30/2023	2300653	0185411972A	17,572.50	GO 2016D $1.4K INTEREST
	DEBT SERVICE FUND - Summary							**11,631,635.70**	
	GENERAL FUND	00102024612307		PINNEY PRINTING COMPANY	06/21/2023	121760	30033	727.10	CHECK ENVELOPES
		00102024612307		CULLIGAN OF DAVENPORT	06/21/2023	121704	0507332	14.45	WATER
		00102024612307		ARAMARK - CHICAGO	06/21/2023	121692	6150189104	29.98	FIRST AID CITY HALL

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	GENERAL FUND	00102024612307		CULLIGAN OF DAVENPORT	06/21/2023	121704	0507567	14.45	WATER
		00102024612307		DES MOINES STAMP MFG COMPANY	06/21/2023	121705	1218525	33.00	JUANITA STAMP
		00102024612307		ARAMARK - CHICAGO	06/21/2023	121692	6150185639	29.98	FIRST AID CITY HALL
		00102024612307		CULLIGAN OF DAVENPORT	06/21/2023	121704	0507706	7.50	WATER
		00102024612307		CULLIGAN OF DAVENPORT	06/21/2023	121704	0508360	40.95	WATER
		00102014612244		MERCHANT SERVICES	06/02/2023	2300689	523F	14.67	BANK CARD FEES 1%,SW1,SW2,SW3
	GENERAL FUND	**- Summary**						**912.08**	
	SEWER UTILITY	52002044988002		UMB BANK	05/30/2023	2300653	0185416088O	22,100.00	GO REFUNDING 2017D $1.15M INTEREST
		52002044988002		UMB BANK	05/30/2023	2300653	0185393550G	13,700.00	GO 2013A $1.5M INTEREST
FINANCE		52002044902244		MERCHANT SERVICES	06/02/2023	2300689	523G	4,687.86	BANK CARD FEES UT,SW1,SW2,
		52002044902244		AUTHORIZE.NET	06/02/2023	2300690	523	30.50	ONLINE PAYMENT GATEWAY
		52002044988002		UMB BANK	05/30/2023	2300653	0185407905E	16,875.00	GO 2015B $1.22M INTEREST
		52002044988002		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023G	24,390.00	SEWER REVENUE CAPITAL LOAN NOTE 2016 2.03 INTER
		52002044902299		MIDWEST MAILWORKS INC.	06/21/2023	121748	243141	43.07	LATE NOTICES
		52002044902299		MIDWEST MAILWORKS INC.	06/21/2023	121748	243140	23.17	FINAL BILLS
		52002044988002		UMB BANK	05/30/2023	2300653	0185400488C	5,087.50	GO 2014A $1.43M INTEREST
		52002044988002		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023	58,645.00	SEWER REV CAPITAL LOAN NOTE 2017 $4.045 INTEREST
	SEWER UTILITY	**- Summary**						**145,582.10**	
	SPORTS CENTER TIF	24202094708002		TRIUMPH COMMUNITY BANK	06/01/2023	2300656	06012023C	142,253.88	TIF REVENUE BONDS 2016 $4.9 INTEREST

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	SPORTS CENTER TIF	24202094708001		TRIUMPH COMMUNITY BANK	06/01/2023	2300656	06012023B	94,841.04	TIF REVENUE BONDS 2016 $4.9 PRINCIPAL
	SPORTS CENTER TIF - Summary							**237,094.92**	
		58002194988002		UMB BANK	05/30/2023	2300653	0185407905G	17,000.00	GO REFUNDING 2015B $1.23M INTEREST
		58002194988002		UMB BANK	05/30/2023	2300653	0185416088K	23,750.00	GO REFUNDING 2017D $1.35M INTEREST
		58002194988002		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023O	33,687.50	SEWER REV CAPITAL LOAN NOTE 2020 2.03 INTER
		58002194932299		MIDWEST MAILWORKS INC.	06/21/2023	121748	243140B	23.15	FINAL BILLS
	STORM WATER UTILITY	58002194988002		SAUK VALLEY BANK	06/01/2023	2300657	06012023E	30,101.25	STORM WATER REVENUE CAPITAL LOAN 2020 2.03INT
FINANCE		58002194988002		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023M	29,415.00	STORM WATER REV CAPITAL LOAN NOTE 2017 2.03 INTER
		58002194932299		MIDWEST MAILWORKS INC.	06/21/2023	121748	243141B	43.06	LATE NOTICES
		58002194988002		CEDAR RAPIDS BANK & TRUST	06/01/2023	2300658	06012023I	24,390.00	STORM W REVENUE CAPITAL LOAN NOTE 2016 2.03 INTER
		58002194988002		UMB BANK	05/30/2023	2300653	0185393550E	13,700.00	GO 2013A $1.5M INTEREST
	STORM WATER UTILITY - Summary							**172,109.96**	
	VEHICLE REPLACEMENT FUND	40102424807074		MACQUEEN EQUIPMENT	06/07/2023	121618	E00506	298,130.62	2022 ELGIN SWEEPER
	VEHICLE REPLACEMENT FUND - Summary							**298,130.62**	
FINANCE	**- Summary**							**12,485,465.38**	
		00104154142307		K & K HARDWARE	06/21/2023	121733	224746	19.57	FLEX DUCT AND CLAMP
FIRE	GENERAL FUND	00104154142101		K & K HARDWARE	06/21/2023	121733	224767	25.26	ICE MAKER PARTS FIRE DEP.
		00104154142307		K & K HARDWARE	06/21/2023	121733	225263	80.04	PASSWORD LOCK
		00104154142307		K & K HARDWARE	06/21/2023	121733	225603	23.97	CAULK AND DUCT TAPE

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00104154142307		K & K HARDWARE	06/21/2023	121733	225307	5.29	GREEN SPRAY
		00104124142104		EXTREME AUTO GLASS	06/21/2023	121711	51836	100.00	WINDSHIELD REPAIR/ADM2
		00104114142106		SANDRY FIRE SUPPLY	06/21/2023	121775	INV-028013	10.22	MSA PARTS
		00104154142307		K & K HARDWARE	06/21/2023	121733	225055	101.95	WATER SUPPLIES
		00104154142101		K & K HARDWARE	06/21/2023	121733	224918	54.98	ICE MACHINE H2O FILTER CITY HALL FD
		00104124142306		BETTENDORF OFFICE PRODUCTS,INC	06/21/2023	121696	0473762-001	7.98	BINDERS
		00104154142111		IOWA AMERICAN WATER COMPANY	06/21/2023	121727	144400MAY23	160.37	WATER USAGE/ST4
		00104154142101		K & K HARDWARE	06/21/2023	121733	224402	13.76	TRIM ST2
		00104154142307		K & K HARDWARE	06/21/2023	121733	223990	7.71	BUNGEE CORD, ANCHOR SMS PAN
		00104114142106		SANDRY FIRE SUPPLY	06/21/2023	121775	INV-028700	85.00	SHIPPING
FIRE	GENERAL FUND	00104114141209		PANTHER UNIFORMS INC.	06/21/2023	121758	27228	54.99	DUTY BELT/LOGAN
		00104154142307		K & K HARDWARE	06/21/2023	121733	DISCOUNT MAY	-201.67	MAY DISCOUNT
		00104114141209		PANTHER UNIFORMS INC.	06/21/2023	121758	27246	252.00	LT HAT BADGES
		00104154142106		MBRINC.	06/21/2023	121744	40017	273.45	ICE MACHINE REPAIR/ST1
		00104154142101		IOWA WATER MANAGEMENT CORP	06/21/2023	121728	IN115899-F	50.00	BOILER WATER TESTING/ST4
		00104154142307		K & K HARDWARE	06/21/2023	121733	224295	97.45	CLEANING SUPPLIES
		00104154142307		K & K HARDWARE	06/21/2023	121733	225165	39.97	TAPE AND DRIP PAN
		00104114141209		PANTHER UNIFORMS INC.	06/21/2023	121758	27249	59.70	UNIFORM WEAR/DECKERT
		00104154142111		IOWA AMERICAN WATER COMPANY	06/21/2023	121727	062188JUN23	61.86	HYDRANT/ST4
		00104014142213		MABAS DIVISION 43	06/21/2023	121741	23-002	2,500.00	2023 DUES

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00104154142307		K & K HARDWARE	06/21/2023	121733	225542	34.98	CLEAN CLOTH
		00104114141209		PANTHER UNIFORMS INC.	06/21/2023	121758	27236	433.95	UNIFORM WEAR/SCRITCHFIELD
		00104124142307		K & K HARDWARE	06/21/2023	121733	225980	56.43	INVESTIGATIONS SUPPLIES
		00104124142306		BETTENDORF OFFICE PRODUCTS,INC	06/21/2023	121696	0473696-001	9.43	OFFICE SUPPLIES
		00104114141303		K & K HARDWARE	06/21/2023	121733	225713	181.52	WAFERBOARD AND DRYWALL
		00104144142304		CARQUEST AUTO PARTS STORE	06/21/2023	121699	6604-418653	238.50	BATTERY
		00104154142307		K & K HARDWARE	06/21/2023	121733	225843	27.48	OIL, MOP STICK
		00104014142213		THE HARTFORD INC	06/21/2023	121783	060123	2,309.34	RENEWAL/VOL FF INS POLICY
FIRE	GENERAL FUND	00104134141303		NORTH CENTRAL WATER RESCUE	06/21/2023	121756	23-0024	720.00	SWIFTWATER RESCUE TECH MCGRATH, A RODRUCK
		00104154142299		VALLEY OUTDOOR LLC	06/21/2023	121792	10489	705.00	LAWN CARE/ST3, ST4
		00104154142101		K & K HARDWARE	06/21/2023	121733	224779	55.73	ICE MAKER PARTS FIRE DEP.
		00104144142312		MOLO OIL COMPANY	06/21/2023	121753	0038713-IN	248.15	FLOOR DRY
		00104114141303		K & K HARDWARE	06/21/2023	121733	225808	139.20	STRAW BALE
		00104154142111		IOWA AMERICAN WATER COMPANY	06/21/2023	121727	061239JUN23	27.36	HYDRANT/ST2
		00104154142106		LOGAN CONTRACTORS SUPPLY, INC.	06/21/2023	121738	T25198	27.50	CHAINSAW REPAIR
		00104154142307		K & K HARDWARE	06/21/2023	121733	224098	75.95	TANK EXCHANGE, TONGS NYL TURNER
	GENERAL FUND	**- Summary**						**9,174.37**	
FIRE	**- Summary**							**9,174.37**	
HUMAN RESOURCES	GENERAL FUND	00142014661305		BUCK, ASHLEY	06/07/2023	121614	06062023	582.62	TUITION REIMBURSEMENT
		00142014662213		TSS THE SAFETY SPECIALISTS	06/21/2023	121787	67654	1,175.00	SCREENINGS

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
HUMAN RESOURCES	GENERAL FUND	00142014662342		IPROMOTEU	06/21/2023	121729	2121219AV9	118.50	COB LOGO CLOTHING
		00142014661305		JACOBS, ISAAC	06/07/2023	121616	06062023	2,246.84	TUITION REIMBURSEMENT
		00142014662213		CARDIOVASCULAR MEDICINE PC	06/21/2023	121698	05192023	26.80	TESTING
	GENERAL FUND	**- Summary**						**4,149.76**	
HUMAN RESOURCES	**- Summary**							**4,149.76**	
LEGAL	GENERAL FUND	00140014632290		HOPKINS & HUEBNER P.C.	06/21/2023	121721	690895	400.00	PROFESSIONAL SERVICES THROUGH MAY 31, 2023
	GENERAL FUND	**- Summary**						**400.00**	
LEGAL	**- Summary**							**400.00**	
LIBRARY	GENERAL FUND	00106014402244		MERCHANT SERVICES	06/02/2023	2300689	523B	134.38	BANK CARD FEES LIBRARY
	GENERAL FUND	**- Summary**						**134.38**	
LIBRARY	**- Summary**							**134.38**	
MAYOR & COUNCIL	EMPLOYEE INSURANCE	68601064942298		MEDTRAK SERVICES	06/06/2023	2300698	053123A	56,224.96	PHARMACY CLAIMS 05/16-05/31/2023
		68601064942297		TWO RIVERS YMCA	06/21/2023	121788	CM11155	20.00	MEMBER DUES
		68601064942297		ROCK VALLEY PHYSICAL THERAPY	06/21/2023	121772	1459	1,239.83	MAY WELLNESS
		68601064942285		WELLMARK BLUE CROSS & BLUE SHIELD	06/01/2023	2300654	04302023D	43,378.05	SPECIFIC APRIL
		68601064942296		EMPLOYEE BENEFIT SYSTEM	06/09/2023	2300693	06072023	750.20	VISION CLAIMS CKS 2437-2440
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	06/02/2023	2300699	05262023	103,868.07	MEDICAL CLAIMS 05/20-05/26/2023
		68601064942294		DELTA DENTAL	06/05/2023	2300700	352050000202342	7,501.83	DENTAL CLAIMS 05/23-05/30/2023
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	05/26/2023	2300650	05192023	78,989.04	MEDICAL CLAIMS 05/13-05/19/2023
		68601064942283		WELLMARK BLUE CROSS & BLUE SHIELD	06/01/2023	2300654	04302023B	13,818.45	ADMIN FEES APRIL

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68601064942296		EMPLOYEE BENEFIT SYSTEM	05/25/2023	2300652	05242023	937.99	VISION CLAIMS CKS 2435-2436
		68601064942294		DELTA DENTAL	05/30/2023	2300649	352050000202341	5,505.42	DENTAL CLAIMS 05/16-05/22 2023
		68601064942284		WELLMARK BLUE CROSS & BLUE SHIELD	06/01/2023	2300654	04302023C	1,476.45	AGGREGATE APRIL
		68601064942294		DELTA DENTAL	06/12/2023	2300692	352050000202343	5,660.05	DENTAL CLAIMS 05/31-06/05 2023
	EMPLOYEE INSURANCE	68601064942283		MEDTRAK SERVICES	06/06/2023	2300698	053123B	1,407.00	ADMIN FEES 05/16-05/31/23
		68601064942288		MADISON NATIONAL LIFE INSURANCE CO	06/01/2023	2300659	06302023A	12,495.68	LIFE AND LTD JUNE
MAYOR & COUNCIL		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	06/01/2023	2300654	04302023	47,847.58	MEDICAL CLAIMS 04/22 - 04/30/2023
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	06/09/2023	2300694	06022023	68,395.44	MEDICAL CLAIMS 06/01-06/02/2023
		68601064942297		ROCK VALLEY PHYSICAL THERAPY	06/21/2023	121772	1395	1,158.32	MARCH WELLNESS
	EMPLOYEE INSURANCE - Summary							**450,674.36**	
	GENERAL FUND	00101014602340		GLASS BLAST	06/21/2023	121716	108924	218.00	2 RECOGNITION PLAQUES FOR BHS SPEECH & DRAMA CLUB
		00101014602213		QC CONVENTION & VISITORS BUREAU	06/21/2023	121764	3RD QTR FY 23	68,877.31	25% HOTEL MOTEL TAX 3RD QUARTER
	GENERAL FUND - Summary							**69,095.31**	
MAYOR & COUNCIL - Summary								**519,769.67**	
		00107124502299		FISHER LAWN CARE	06/21/2023	121712	32363	7,500.00	#2 PLANTING PROGRAM JUNE
		00107124502299		FISHER LAWN CARE	06/21/2023	121712	32365	1,475.00	#2 TURF MAINT CITY FACILITIES MAY
		00107124502299		FISHER LAWN CARE	06/21/2023	121712	32364	16,920.00	#1 MULCHING PROGRAM
PARKS & RECREATION	GENERAL FUND	00107404462307	FEST02	LOGO PRO, LLC	06/21/2023	121739	21932	4,095.00	120 YR CITY OF BETTENDORF BIRTHDAY BASH TSHIRTS
		00107404462299	FEST02	BRUNDIES, DOUG	06/07/2023	121613	06052023	300.00	BIRTHDAY BASH VENDOR
		00107034432244		MERCHANT SERVICES	06/02/2023	2300689	523E	23.35	BANK CARD FEES REC

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
									ONLINE
	GENERAL FUND	00107404462307	FEST02	M & M GOLF CARS, LLC	06/21/2023	121740	17006	590.00	BDAY BASH TRANSPORTATION
		00107404462307	FEST02	LOGO PRO, LLC	06/21/2023	121739	22200	2,322.10	120 YR CITY OF BETT BDAY BASH PLUS SIZE TSHIRTS
		00107404462307	FEST02	LOGO PRO, LLC	06/21/2023	121739	23912	4,490.00	120 YR CITY OF BETT BDAY BASH PROMO ITEMS
	GENERAL FUND	**- Summary**						**37,715.45**	
	PALMER HILLS GOLF COURSE	56007134942299		FOOD DRINK FRIENDS INC.	06/06/2023	2300696	06042023C	4,000.00	JUNE 2023 GRILL PAYMENT
		56007114942310		ARAMARK - CHICAGO	06/21/2023	121692	6150191847	29.98	FIRST AID KITS - PALMER HILLS
PARKS & RECREATION		56007114942244		MERCHANT SERVICES	06/02/2023	2300689	523C	1,057.36	BANK CARD FEES GOLF RANGE BALLS
	PALMER HILLS GOLF COURSE	**- Summary**						**5,087.34**	
	ROAD USE FUND	20607094502325		LAWNS UNLIMITED NURSERY	06/21/2023	121736	L23/48	400.00	MULCH
		20607094502325		K & K HARDWARE	06/21/2023	121733	225558	80.97	HAND TOOLS
		20607094502299		WALLACE'S GARDEN CENTER	06/21/2023	121794	60568	279.99	MAPLE TREE - CITY HALL
		20607084202299		A CUT ABOVE LAWN AND LANDSCAPE	06/21/2023	121687	10111924	4,300.00	#4 ROW MOWING 5/29 & 6/5
	ROAD USE FUND	**- Summary**						**5,060.96**	
PARKS & RECREATION	**- Summary**							**47,863.75**	
	GENERAL FUND	00103114101209		UNIFORM DEN, INC.	06/21/2023	121789	113260	288.55	UNIFORM WEAR
		00103114102202		QUAD CITY TIMES	06/21/2023	121766	155703	33.47	FOUND PROPERTY NOTICE
		00103134102307		JOHNSON COUNTY SHERIFF'S OFFICE	06/21/2023	121732	030923	150.00	PHONE EXTRACTION
POLICE		00103184102304		K & K HARDWARE	06/21/2023	121733	225035	13.00	KEY CUT
		00103164102307		BAYCOM	06/21/2023	121694	EQUIPINV044133	708.00	PRINTER MOUNTS
		00103114102202		QUAD CITY TIMES	06/21/2023	121766	155701	25.27	PROPERTY NOTICE/ARGO

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
POLICE	GENERAL FUND	00103114101209		UNIFORM DEN, INC.	06/21/2023	121789	113333	69.95	UNIFORM WEAR/STREEPY
		00103114102202		QUAD CITY TIMES	06/21/2023	121766	155702	25.27	PROPERTY NOTICE/LEMMER
		00103114102104		TOTAL DETAILING AUTO SPA, LLC	06/21/2023	121786	051923	19.95	CAR WASH (MAY)
		00103114101301		SECRETARY OF STATE	06/21/2023	121778	060523	30.00	NOTARY RENEWAL/PIAZZA
		00103104101303		IOWA COUNTY ATTORNEYS ASSOC (ICAA)	06/14/2023	121671	06212023	150.00	CHAMPION AND SCOTT REGISTRATION
	GENERAL FUND	**- Summary**						**1,513.46**	
POLICE	**- Summary**							**1,513.46**	
PUBLIC WORKS	EMERGENCY MANAGEMENT FUND	28805224132299	FLD023	MILLENNIUM WASTE, INC.	06/21/2023	121750	3513933T081	375.00	DUMPSTER - HARBOR RESIDEN TS
		28805224132307	FLD023	K & K HARDWARE	06/21/2023	121733	224813	17.25	GLS MARKERS
		28805224132299	FLD023	WASTE COMMISSION OF SCOTT CO.	06/21/2023	121796	153123FLD	23,647.68	FLOOD DEBRIS - SAND/DIRT MAY 2023
	EMERGENCY MANAGEMENT FUND - Summary							**24,039.93**	
	FMLY MUSEUM/ARTS &SCIENCE	55505264942299	2301FM	ARAMARK - CHICAGO	06/21/2023	121692	6150192631	65.60	ENTRY RUG SERVICE - FAM MUS
		55505264942307	2301FM	ALLIED UNIVERSAL JANITORIAL SERVICE	06/21/2023	121691	14332886	643.66	ADD'L CUSTODIAL 1/2 MONTH FAM MUS
		55505264942307	2301FM	K & K HARDWARE	06/21/2023	121733	224929	25.96	MOUSE TRAPS FAMILY MUSEUM
		55505264942299	2301FM	MIRROR IMAGE CLEANING	06/21/2023	121752	1194	924.00	ADDT'L CUSTODIAL SERVICE - FAM MUS
		55505254942101	2300FM	IOWA WATER MANAGEMENT CORP	06/21/2023	121728	IN115899A	50.00	BOILER WATER TEST - FAM MUS
		55505264942307	2301FM	K & K HARDWARE	06/21/2023	121733	223979	22.99	INSECT SPRAY FAM MUSEUM
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**1,732.21**	
	GENERAL FUND	00105724422299		MANATT'S INC.	06/21/2023	121742	5099295	974.82	CONCRETE BY 1-74 RAMP
		00105724422307		K & K HARDWARE	06/21/2023	121733	225007	5.43	RESTROOM REPAIRS
		00105724422299		DEVILS GLEN	06/21/2023	121706	060323	207.00	STORAGE - DG PARK

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				STORAGE					
		00105724422325		WALLACE'S GARDEN CENTER	06/21/2023	121794	60574	135.84	HOSE, SPECIALTY PLANTS
		00105724422299		TITAN MACHINERY, INC.	06/21/2023	121785	18415017GP	507.50	BACKHOE REPAIR
		00105724422307		K & K HARDWARE	06/21/2023	121733	224304	316.92	PARK BOARDS FOR FRAMING
		00105264642299	2301LB	ARAMARK - CHICAGO	06/21/2023	121692	6150192634	33.20	ENTRY RUG SERVICE - LIBRA RY
		00105724422325		SITEONE LANDSCAPE SUPPLY, LLC	06/21/2023	121779	130895493-001	732.18	IRRIGATION REPAIRS
		00105724422323		K & K HARDWARE	06/21/2023	121733	224683	69.15	CONCRETE WORK SUPPLIES
		00105724422307		BETTENDORF N & S LOCK INC.	06/21/2023	121695	57828	418.56	4-PLEX LOCKS
		00105254642101	2300CH	IOWA WATER MANAGEMENT CORP	06/21/2023	121728	IN115899C	50.00	BOILER WATER TEST - CITY HALL
PUBLIC WORKS	GENERAL FUND	00105724422307		ADEL WHOLESALERS, INC.	06/21/2023	121688	2109810	197.16	TOILET
		00105724422299		PETERSEN PLUMBING & HEATING	06/21/2023	121759	244515S	1,175.40	RECHARGE - LAMAR SPLASH
		00105724422299		PETERSEN PLUMBING & HEATING	06/21/2023	121759	244372S	673.83	PLUMBING REPAIRS - MCMANU S
		00105254642101	2300MC	K & K HARDWARE	06/21/2023	121733	225283	63.99	LEAD ANCHORS MAINT CTR
		00105724422299		XYLEM	06/21/2023	121797	171710	2,057.40	PLAYGROUND MULCH
		00105724422299		XYLEM	06/21/2023	121797	171709	2,057.40	MULCH - FRIENSHIP PARK
		00105724422325		LOGAN CONTRACTORS SUPPLY, INC.	06/21/2023	121738	B81281	60.95	PAINT, WAND
		00105724422307		K & K HARDWARE	06/21/2023	121733	226049	37.26	BUSHING, CONNECTORS, SUNS CREEN
		00105264642299	2301CC	ARAMARK - CHICAGO	06/21/2023	121692	6150192625	33.80	ENTRY RUG SERVICE - COMM CENTER
		00105254642101	2300LB	MID-AMERICAN GLAZING SYSTEMS,	06/21/2023	121747	21907	360.00	WINDOW REPAIRS - LIBRARY

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				INC.					
		00105264642307	2301MC	K & K HARDWARE	06/21/2023	121733	223918	18.00	MAGNETIC HOLDERS MAINT CTR
		00105724422299		J.L. BRADY COMPANY LLC	06/21/2023	121731	94979	714.00	MCMANUS REPAIRS - RESTROO MS
		00105264642299	2301LB	PROFESSIONAL BUILDING SERVICES	06/21/2023	121763	14780	1,765.00	ADDT'L CUSTODIAL SERVICE - LIBRARY
		00105724422299		MILLENNIUM WASTE, INC.	06/21/2023	121750	3514219T081	155.00	PARKS MAINT - DUMPSTER
		00105254642101	2300LB	IOWA WATER MANAGEMENT CORP	06/21/2023	121728	IN115899B	50.00	BOILER WATER TEST - LIBRA RY
		00105724422299		SATIN'S NORTHPARK GLASS	06/21/2023	121776	SM-7318	240.00	BACKHOE GLASS REPAIR INSTALLATION
		00105724422299		PETERSEN PLUMBING & HEATING	06/21/2023	121759	244623S	115.00	CROW CREEK REPAIR
		00105254642101	2300OT	K & K HARDWARE	06/21/2023	121733	224189	56.97	EYE BOLTS FOR FLAG ROPES
PUBLIC WORKS	GENERAL FUND	00105254642299	2300MC	ADVANCED WILDLIFE CONTROL COMPANY	06/21/2023	121689	053123A	220.00	MAINT CTR ANIMAL CONTROL
		00105724422299		DEVILS GLEN STORAGE	06/21/2023	121706	060323A	1,266.50	STORAGE - DG PARK
		00105264642299	2301CH	ARAMARK - CHICAGO	06/21/2023	121692	6150192619	64.60	ENTRY RUG SERVICE - CITY HALL
		00105254642101	2300MC	K & K HARDWARE	06/21/2023	121733	223960	31.99	BOOT CLEANER MAINT CTR
		00105264642299	2301MC	ARAMARK - CHICAGO	06/21/2023	121692	6150192629	55.70	ENTRY RUG SERVICE - MAINT CENT.
		00105724422299		MILLENNIUM WASTE, INC.	06/21/2023	121750	3514249T081	155.00	DG PARK
		00105724422307		K & K HARDWARE	06/21/2023	121733	053123	-26.72	DISCOUNT - MAY
		00105724422307		K & K HARDWARE	06/21/2023	121733	225049	15.99	TOILET SEATS
		00105724422299		XYLEM	06/21/2023	121797	171707	2,057.40	MULCH - CROW CREEK
		00105724422307		ADEL WHOLESALERS, INC.	06/21/2023	121688	2109988	146.13	MCMANUS REPAIRS

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	GENERAL FUND	00105254642101	2300CH	K & K HARDWARE	06/21/2023	121733	224677	4.99	ROOF CAULK CITY HALL
		00105254642101	2300MC	ECONOMY ROOFING	06/21/2023	121708	11423	678.00	PARKS MAINT BLDG ROOF REP AIR - MAINT CTR
		00105724422323		K & K HARDWARE	06/21/2023	121733	225729	43.96	TIES FOR PICKLEBALL
		00105724422307		K & K HARDWARE	06/21/2023	121733	224403	15.99	HAND SOAP
		00105254642101	2300MC	IOWA WATER MANAGEMENT CORP	06/21/2023	121728	IN115899	50.00	BILER WATER TEST - MAINT CTR
		00105254642299	2300MC	MILLENNIUM WASTE, INC.	06/21/2023	121750	3514527T081	55.00	DUMPSTER SERVICE - MAINT CTR
		00105724422323		K & K HARDWARE	06/21/2023	121733	225676	48.97	HITCHES FOR TRUCKS
		00105254642101	2300MC	K & K HARDWARE	06/21/2023	121733	225247	37.98	HOSE AND NOZZLE MAINT CTR
		00105254642101	2300MC	K & K HARDWARE	06/21/2023	121733	226011	107.94	BATTERIES AND BRACKETS MAINT CTR
		00105724422323		BETTENDORF N & S LOCK INC.	06/21/2023	121695	57829	418.56	4-PLEX DOOR REPAIR
		00105724422299		XYLEM	06/21/2023	121797	171708	2,057.40	MULCH - HOOVER
		00105724422325		K & K HARDWARE	06/21/2023	121733	224065	66.95	SEED, FERTLIZER
	GENERAL FUND	**- Summary**						**20,854.09**	
	MUNICIPAL GARAGE	68305204942324		I.W.I. MOTOR PARTS	06/21/2023	121724	442-261401	150.44	PUMP KIT
		68305204942324		I.W.I. MOTOR PARTS	06/21/2023	121724	442-261251	184.66	COMPRESSOR
		68305204942324		I.W.I. MOTOR PARTS	06/21/2023	121724	442-260409	195.54	BRAKE ROTOR
		68305204942324		THOMPSON TRUCK & TRAILER INC.	06/21/2023	121784	X103133109:01	311.44	CLAMP HEAT EXCHANGER
		68305204942324		THOMPSON TRUCK & TRAILER INC.	06/21/2023	121784	X103132902:01	-980.48	VALVE KIT RETURN
		68305204942307		K & K HARDWARE	06/21/2023	121733	224774	67.53	SHOP SUPPLIES
		68305204942310		ARAMARK - CHICAGO	06/21/2023	121692	6150189199A	14.99	FIRST AID - MECHANICS- MA INT CENTER
		68305204942307		NORTHERN TOOL &	06/21/2023	121757	4333065344	349.99	SHOP SUPPLIES

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				EQUIPMENT					
		68305204942324		ROCKFORD RIGGING INC.	06/21/2023	121773	0608670-IN	36.00	WIRE ROPE SLINGS
		68305204942324		MARTIN EQUIPMENT OF ILLINOIS, INC.	06/21/2023	121743	722977	295.64	HOSE
		68305204942104		GREEN BUICK GMC INC.	06/21/2023	121717	749055	273.12	1701 ECM PROGRAM
		68305204942307		K & K HARDWARE	06/21/2023	121733	225306	37.48	SHOP SUPPLIES
		68305204942231		ARAMARK - CHICAGO	06/21/2023	121692	6150192623	46.45	LAUNDRY
		68305204942307		K & K HARDWARE	06/21/2023	121733	225519	9.49	BUG REPELLENT
		68305204942307		K & K HARDWARE	06/21/2023	121733	225744	2.79	BARB INSERT
		68305204942104		GREEN BUICK GMC INC.	06/21/2023	121717	748866	181.00	1701 EBCM PROGRAM
		68305204942324		MIDWEST WHEEL & RIM CO	06/21/2023	121749	3253856-00	273.76	SPRING BRAKE
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942104		EASTERN IOWA TIRE, INC.	06/21/2023	121707	100143067	1,218.45	TIRE REPAIRS
		68305204942324		EASTERN IOWA TIRE, INC.	06/21/2023	121707	100142659	1,042.15	TIRES
		68305204942104		MILLS CHEVROLET COMPANY	06/21/2023	121751	6330964	311.14	1614 REPAIR
		68305204942104		LINDQUIST FORD, INC.	06/21/2023	121737	238698A	36.00	2101 REPAIRS- REMAININ AM T DUE
		68305204942324		INTERSTATE BATTERY OF THE	06/21/2023	121726	10058135	751.70	BATTERIES
		68305204942324		THOMPSON TRUCK & TRAILER INC.	06/21/2023	121784	X103132938:02	210.22	BRAKE CHAMBER
		68305204942324		THOMPSON TRUCK & TRAILER INC.	06/21/2023	121784	X103132953:01	124.92	A/C SWITCH
		68305204942307		K & K HARDWARE	06/21/2023	121733	226045	93.47	SHOP SUPPLIES
		68305204942324		I.W.I. MOTOR PARTS	06/21/2023	121724	441-266973	195.54	BRAKE ROTOR

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942324		THOMPSON TRUCK & TRAILER INC.	06/21/2023	121784	X103133015:01	92.06	FILTERS
		68305204942307		MIDWEST WHEEL & RIM CO	06/21/2023	121749	3255192-00	134.19	SHOP TOOLS
		68305204942307		NORTHERN TOOL & EQUIPMENT	06/21/2023	121757	4331108179	39.99	SHOP SUPPLIES
		68305204942307		QUAD CITY SAFETY, INC.	06/21/2023	121765	3082154	9.90	LENS WIPES
		68305204942307		K & K HARDWARE	06/21/2023	121733	225705	41.48	SHOP SUPPLIES
		68305204942324		BAUER BUILT, INC.	06/21/2023	121693	230117948	2,469.72	TIRES
		68305204942310		ARAMARK - CHICAGO	06/21/2023	121692	6150185646A	14.99	FIRST AID- MECHANICS- MAI NT CENTER
		68305204942324		REXCO EQUIPMENT CO.	06/21/2023	121769	P41838	176.86	HYD LINES
		68305204942231		ARAMARK - CHICAGO	06/21/2023	121692	6150189114	46.45	LAUNDRY
		68305204942324		THOMPSON TRUCK & TRAILER INC.	06/21/2023	121784	X103133024:01	324.32	AC COMPRESSOR
		68305204942324		THOMPSON TRUCK & TRAILER INC.	06/21/2023	121784	X103132938:01	1,051.10	BRAKE CHAMBER
	MUNICIPAL GARAGE - Summary							**9,834.49**	
	PALMER HILLS GOLF COURSE	56005264942299	2301GC	MIRROR IMAGE CLEANING	06/21/2023	121752	1183	2,180.00	RESTROOM CLEANING - PALME R HILLS
		56005254942101	2300GC	ARAMARK - CHICAGO	06/21/2023	121692	6150191847A	21.20	ENTRY MAT SERVICE - PALME R HILLS
	PALMER HILLS GOLF COURSE - Summary							**2,201.20**	
	ROAD USE FUND	20605144232307		K & K HARDWARE	06/21/2023	121733	226023	57.48	CLAMPS
		20605144232307		K & K HARDWARE	06/21/2023	121733	225000	16.48	DROPCLOTH AND ENAMEL
		20605114202307		K & K HARDWARE	06/21/2023	121733	224667	47.06	LUMBER
		20605014292343		K & K HARDWARE	06/21/2023	121733	225314	43.98	JARS FOR PW DAYS PRESENTATION

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

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		20605114202307		MANATT'S INC.	06/21/2023	121742	5100600	188.09	CONCRETE - 3407 ST JAMES AVENUE
		20605014292308		QUADIENT FINANCE USA, INC	06/07/2023	121621	052823	500.00	POSTAGE - ANNEX
		20605024251304		NATHANIEL JOHNSON	06/07/2023	121620	052223	357.26	MILEAGE & PER DIEM FOR ITAG CONF - NATE JOHNSON
		20605144232307		K & K HARDWARE	06/21/2023	121733	224458	91.96	ENAMEL PAIL LINER PAIL BRUSH
		20605114202307		MANATT'S INC.	06/21/2023	121742	5100279	1,391.85	CONCRETE - 2734 GLENN ST
		20605114202307		MANATT'S INC.	06/21/2023	121742	5099278	300.94	CONCRETE - 5172 56TH AVE W
		20605114202307		K & K HARDWARE	06/21/2023	121733	226030	28.27	SUPPLIES
		20605014292306		ARAMARK - CHICAGO	06/21/2023	121692	6150189119B	29.98	FIRST AID SUPPLIES - ENG
		20605014292343		K & K HARDWARE	06/21/2023	121733	225292	82.50	PW DAY POPCORN MACHINE RENTAL
		20605114202307		K & K HARDWARE	06/21/2023	121733	225604	130.47	HARDWARE FOR SPEEDBUMPS
PUBLIC WORKS	ROAD USE FUND	20605024252307		ADVANTAGE ADVERTISING	06/21/2023	121690	43438	201.29	CITY OF BETT STICKERS FOR HARD HATS
		20605114202307		RIVERSTONE GROUP INC.	06/21/2023	121771	1212592	138.60	UPM COLD MIX
		20605014292343		K & K HARDWARE	06/21/2023	121733	225338	22.45	PUBLIC WORKS DAY SUPPLIES
		20605014292306		ARAMARK - CHICAGO	06/21/2023	121692	6150185646B	29.98	FIRST AID - ENGINEERING DEPT MAINT CTR
		20605114202307		K & K HARDWARE	06/21/2023	121733	224094	7.99	SAW BLADE
		20605124242307		K & K HARDWARE	06/21/2023	121733	223993	45.90	SOD REPAIRS FROM PLOWS
		20605114202307		K & K HARDWARE	06/21/2023	121733	226029	80.12	SUPPLIES
		20605114202307		RIVERSTONE GROUP INC.	06/21/2023	121771	1212593	590.75	GRAVEL
		20605114202307		MANATT'S INC.	06/21/2023	121742	5099286	1,241.38	CONCRETE - 3865 TAMOSHANT ER
		20605144232307		NORTHERN TOOL & EQUIPMENT	06/21/2023	121757	4332172764	76.78	ROLLER SEAT

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	ROAD USE FUND	20605304232307		FULL COMPASS SYSTEMS, LTD	06/21/2023	121713	INC02348705	418.75	BRIDGE LIGHT TESTING
		20605114202307		K & K HARDWARE	06/21/2023	121733	225606	9.49	HARDWARE FOR SPEEDBUMPS
		20605144232307		K & K HARDWARE	06/21/2023	121733	224157	34.95	FAST SET
		20605024252299		TERRACON CONSULTANTS, INC.	06/21/2023	121782	TJ40810	712.00	MISC PATCH REPAIRS PCC CYLINDER TESTING
		20605114202307		K & K HARDWARE	06/21/2023	121733	224093	32.88	LUMBER
		20605014292306		CULLIGAN OF DAVENPORT	06/21/2023	121704	0507626	9.50	DISPENSER RENTAL 6/1/23 - 6/30/23
		20605014292306		IMPERIAL	06/21/2023	121725	288002:273275	49.10	COFFEE & CREAMER
		20605024252299		TERRACON CONSULTANTS, INC.	06/21/2023	121782	TJ40809	928.00	2023 INTAKE REPAIR PCC CYLINDER TESTING
	ROAD USE FUND	**- Summary**						**7,896.23**	
PUBLIC WORKS	SEWER UTILITY	52005024902307		LOGAN CONTRACTORS SUPPLY, INC.	06/21/2023	121738	B79207	69.00	HARD HATS
		52005104902307		UTILITY EQUIPMENT CO.	06/21/2023	121790	10102852-000	153.00	TAR
		52005024902307		GIERKE ROBINSON COMPANY	06/21/2023	121715	4127528-000	168.46	HARD HATS
		52005104902307		K & K HARDWARE	06/21/2023	121733	223969	35.92	CONCRETE MIX
	SEWER UTILITY	**- Summary**						**426.38**	
	SOLID WASTE/ RECYCLING ENT	55005284912213		WASTE COMMISSION OF SCOTT CO.	06/21/2023	121796	053123BW	3,973.36	BULKY WASTE - MAY 2023
		55005094912299		MIDWEST MAILWORKS INC.	06/21/2023	121748	243141A	43.06	LATE NOTICES
		55005094912213		WASTE COMMISSION OF SCOTT CO.	06/21/2023	121796	053123L	28,067.69	SOLID WASTE - MAY 2023
		55005094912244		MERCHANT SERVICES	06/02/2023	2300689	523H	4,719.07	BANK CARD FEES RECYCLE SW1,SW2, 50% PW
		55005284912213		RUSH ROLL-OFF, INC.	06/21/2023	121774	4775	250.00	TIRE PICK-UP

City of Bettendorf Council Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	SOLID WASTE/ RECYCLING ENT	55005284912213		WASTE COMMISSION OF SCOTT CO.	06/21/2023	121796	053123E	4,770.00	BULKY WASTE - MAY 2023
		55005094912299		MIDWEST MAILWORKS INC.	06/21/2023	121748	243140A	23.15	FINAL BILLS
	SOLID WASTE/RECYCLING ENT - Summary							**41,846.33**	
	STORM WATER UTILITY	58005194932244		MERCHANT SERVICES	06/02/2023	2300689	523I	4,687.85	BANK CARD FEES STRM WTR SW1 SW2
		58005194932307		MANATT'S INC.	06/21/2023	121742	5099556	601.88	CONCRETE - 4415 PALM DR
		58005224932299		ADVANCED WILDLIFE CONTROL COMPANY	06/21/2023	121689	053123	175.00	LEVEE ANIMAL CONTROL
	STORM WATER UTILITY - Summary							**5,464.73**	
	TRANSIT	58505174928005		RIVER BEND TRANSIT	06/21/2023	121770	2871A	44.20	442 MAY 23 BUS LEASE INTEREST
		58505074922238		RIVER BEND TRANSIT	06/21/2023	121770	053123	6,114.46	SATURDAY SERV- MAY 2023
		58505074922244		MERCHANT SERVICES	06/02/2023	2300689	523J	31.23	BANK CARD FEES 50% PW
		58505074922237		RIVER BEND TRANSIT	06/21/2023	121770	053123B	30,301.74	PARATRANSIT - MAY 2023
		58505474922106		HOTSY EQUIPMENT CO.	06/21/2023	121722	29735	127.55	BUS WASH PUMP REBUILD KIT - MAINT CTR
	TRANSIT - Summary							**36,619.18**	
PUBLIC WORKS - Summary								**150,914.77**	
Overall - Summary								**19,049,117.08**	

City of Bettendorf QCWCC Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
CAPITAL PROJECTS	QC WATERFRONT CONVENTION	59050504992299	AD0004	BRUNER, COOPER & ZUCK INC.	06/21/2023	3541	32539	586.25	QCWCC FLOORING PLACEMENT
		59050504997074	AD0004	SCHEBLER COMPANY	06/08/2023	3538	234165	2,968.66	QCWCC FIX TABLES
		59050504997074	AD0004	GRAND STAGE LIGHTING CO	06/08/2023	3533	0353737-IN	4,237.00	QCWCC LIGHTING & CONTROL EQUIPMENT
		59050504997074	AD0004	RAINMASTER IRRIGATION	06/08/2023	3536	33732	278.22	QCWCC SPRINKLER ATTACHMENT
	QC WATERFRONT CONVENTION - Summary							**8,070.13**	
CAPITAL PROJECTS - Summary								**8,070.13**	
		59020014942299		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523C	242.03	CONTRACT SERVICES
		59020014942307		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523G	458.88	SUPPLIES
		59020014942329		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523L	4,494.15	BEVERAGE INVOICES
		59020014942109		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523I	586.66	MEDIACOM
		59020014942215		AUDIO VISUAL RESOURCE QC	06/08/2023	3529	Q4125	1,432.50	SOUND REPAIR QCWCC
		59020014942307		CONFERENCE TECHNOLOGIES, INC	06/08/2023	3530	ST231100095	2,475.00	QCWCC INSTALL NETWORK BOXES
		59020014942306		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523N	2,353.10	SUPPLIES GENERAL OFFICE
		59020014942290		GETZ INDUSTRIAL CLEANING, INC.	06/08/2023	3532	I8-550359	1,212.00	QCWCC CLEANING
QC WATERFRONT CONV CTR	QC WATERFRONT CONVENTION	59020014942106		STATE OF IOWA - ELEVATOR SAFETY	06/08/2023	3539	188778	80.00	QCWCC BOILER INSPECTION
		59020014942108		MID AMERICAN ENERGY	06/21/2023	3543	540094909	30.69	QCWCC POWER BILLS
		59020014942299		THE GREEN THUMBERS	06/21/2023	3544	1-735748	1,009.60	QCWCC PLANT MAINT.
		59020014942215		AUDIO VISUAL RESOURCE QC	06/21/2023	3540	Q4139	1,125.00	QCWCC SOUND REPAIR
		59020014942101		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523H	812.05	REPAIRS AND MAINT.
		59020014942299		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523O	2,390.11	CONTRACT SERVICES
		59020014942355		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523B	2,030.00	FEES & LICENSES
		59020014942299		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523J	407.10	CONTRACT SERVICES
		59020014942203		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523A	13,903.54	ADVERTISING/PRODUCTION
		59020014941121		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523M	38,350.63	SALARY/WAGES & BENEFITS

City of Bettendorf QCWCC Accounts Payable, 06/20/2023 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
QC WATERFRONT CONV CTR	QC WATERFRONT CONVENTION	59020014941121		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523E	6,915.46	FINANCE SALARY/ BENEFITS
		59020014942328		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523K	21,644.22	FOOD INVOICES
		59020014942111		IOWA AMERICAN WATER COMPANY	06/08/2023	3534	779052MAY23	61.86	QCWCC WATER BILLS
		59020014942299		THE GREEN THUMBERS	06/21/2023	3544	1-741161	325.00	QCWCC PLANT MAINT.
		59020014942101		EASTERN IOWA OVERHEAD DOOR	06/08/2023	3531	2664	1,557.12	FIX OVERHEAD DOORS
		59020014942354		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523D	43,491.53	ENTERTAINER FEES
		59020014941121		ISLE OF CAPRI BETTENDORF, L.C.	06/21/2023	3542	052523F	4,068.78	FACILITIES/MAINTENANCE SALARY WAGES AND BENEFITS
		59020014942290		REPUBLIC SERVICES #400	06/08/2023	3537	0400-002262649	445.95	QCWCC GARBAGE
		59020014942106		NORTHWEST PLUMBING	06/08/2023	3535	55445	2,278.33	PLUMBING REPAIR QCWCC
		59020014942108		MID AMERICAN ENERGY	06/21/2023	3543	540086879	8,545.07	QCWCC POWER BILLS
	QC WATERFRONT CONVENTION - Summary							**162,726.36**	
QC WATERFRONT CONV CTR - Summary								**162,726.36**	
Overall - Summary								**170,796.49**	

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00101014601304		US BANK	05/31/2023	85	05152023	80.40	SQ *UNION TAXI TRANSPORTATION - CITIES
	00101014601304		US BANK	05/31/2023	85	05152023	18.06	AIR HOST MOLINE MEAL - CITIES SUMMIT OF
	00101014601304		US BANK	05/31/2023	85	05152023	716.20	HILTON HOTELS LODGING - CITIES SUMMIT
MAYOR & COUNCIL	00101014602349		US BANK	05/31/2023	85	05152023	176.01	HY-VEE BETTENDORF 1037 BETT 101 CCA ITEMS
	00101014602349		US BANK	05/31/2023	85	05152023	53.12	HY-VEE BETTENDORF 1037 BETTENDORF 101 CCA BUS TO
	00101014601304		US BANK	05/31/2023	85	05152023	21.00	METROPOLITAN AIRPORT A PARKING - MRCTI CITIES
	00101014601304		US BANK	05/31/2023	85	05152023	36.00	SQ *HILTON GARDEN INN BBN MEETING 5/2/23
	00101014602349		US BANK	05/31/2023	85	05152023	205.86	HY-VEE BETTENDORF 1037 BETTENDORF 101 CCA ITEMS
MAYOR & COUNCIL - Total							**1,306.65**	
	68802314942304		US BANK	05/31/2023	85	05152023	-211.95	AMAZON.COM AMZN.COMBILL SPEAKERPHONE RETURN
	68802314942307		US BANK	05/31/2023	85	05152023	268.93	AMAZON.COM*551ED7713 AMZN MEMORY AND M2 SOLID STATE
	68802314942307		US BANK	05/31/2023	85	05152023	25.00	WHITEYS ICE CREAM BETT GIFT CARD PRIZE FOR
	00102024612307		US BANK	05/31/2023	85	05152023	33.92	HY-VEE BETTENDORF 1037 WATER FOR CITY HALL
	68802314942307		US BANK	05/31/2023	85	05152023	51.50	CENTRAL STANDARD BETTENDO GIFT CARD PRIZE FOR
	68802314942110		US BANK	05/31/2023	85	05152023	240.46	CENTURYLINK LUMEN LONG DISTANCE APRIL 2023
	68802314942110		US BANK	05/31/2023	85	05152023	2,835.98	ATT* BILL PAYMENT CELL DATA USAGE APR 2023
FINANCE	68802314942304		US BANK	05/31/2023	85	05152023	211.95	AMAZON.COM*SC1K96AM3 AMZN SPEAKERPHONE
	68802314942110		US BANK	05/31/2023	85	05152023	558.18	CENTURYLINK LUMEN INTERNET APRIL 2023
	68802314942130		US BANK	05/31/2023	85	05152023	89.00	GOTOCOM*GOTOASSIST GO TO ASSIST LICENSE USED
	68802314942307		US BANK	05/31/2023	85	05152023	8.70	MSFT * E0400MZ2XP LICENSE FOR BUSINESS INTE
	68802314942130		US BANK	05/31/2023	85	05152023	500.00	ARIN IP ADDRESS ANNUAL FEE
	68802314942307		US BANK	05/31/2023	85	05152023	175.79	DRI*CRUCIAL CRUCIAL SERVER MEMORY STI
	68802314942130		US BANK	05/31/2023	85	05152023	12,400.00	DEBTBOOK TIER 2 SUBSCRIPTION
	40202434807074		US BANK	05/31/2023	85	05152023	469.98	DMI* DELL K-12/GOVT COUNT 2 DELL USB C LAPTOP

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	40202434807074		US BANK	05/31/2023	85	05152023	1,409.94	DMI* DELL K-12GOVT COUNT 6 DELL USB C LAPTOP
	68802314942130		US BANK	05/31/2023	85	05152023	2,168.78	MSFT * E0400MZ057 MICROSOFT G3 LICENSES OFF
	68802314942130		US BANK	05/31/2023	85	05152023	825.00	ESRI GEO PROCESSING TOOL LICEN
	68802314941304		US BANK	05/31/2023	85	05152023	64.55	WATERFRONT DELI EMPLOYEE APPRECIATION
	68802314942319		US BANK	05/31/2023	85	05152023	-179.99	NEWEGG INC. REKOR SERVER CASE - RETUR
	68802314942307		US BANK	05/31/2023	85	05152023	116.99	AMZN MKTP US*HF68K99D0 LIND USB C POWERT ADAPTER
	40202434807074		US BANK	05/31/2023	85	05152023	4,388.01	DMI* DELL K-12GOVT COUNT 3 LAPTOPS FOR LAPTO
	68802314942307		US BANK	05/31/2023	85	05152023	56.20	AMZN MKTP US*HT7K020J3 CELL PHONE CASES AND ACCE
	68802314942307		US BANK	05/31/2023	85	05152023	564.76	MONOPRICE, INC. CABLES AND CORDS NEEDED F
	68802314942307		US BANK	05/31/2023	85	05152023	50.00	TST* THE TANGLED WOOD GIFT CARD PRIZE FOR
	68802314942110		US BANK	05/31/2023	85	05152023	6,485.15	VZWRLSS*APOCC VISB CELL PHONE BILL APR 2023
FINANCE	68802314942110		US BANK	05/31/2023	85	05152023	46.26	ATT*BILL PAYMENT DOUG SPECIAL OPS CAMERA O
	68802314942307		US BANK	05/31/2023	85	05152023	99.96	AMAZON.COM*846H14L93 AMZN GOOGLE CHROMECAST DEVICES
	40202434807074		US BANK	05/31/2023	85	05152023	2,925.34	DMI* DELL K-12GOVT 2 LAPTOPS USED TO REPLACE
	68802314942130		US BANK	05/31/2023	85	05152023	8.00	MSFT * E0400MX7JT MS GCC SHARED RESOURCE AC
	68802314942304		US BANK	05/31/2023	85	05152023	260.64	AMZN MKTP US*4X4UU9CE3 SPEAKERPHONE
	68802314942307		US BANK	05/31/2023	85	05152023	184.78	DMI* DELL K-12GOVT DELL REPLACEMENT BATTERIE
	68802314942319		US BANK	05/31/2023	85	05152023	475.05	AMAZON.COM*W73B96GW3 AMZN 16GB RAM STICKS
	68802314941304		US BANK	05/31/2023	85	05152023	37.21	DOMINO'S 1758 TEAM APPRECIATION LUNCH
	68802314942306		US BANK	05/31/2023	85	05152023	74.97	CARTRIDGE WORLD COUNT 3 TONER CARTRIDGES
	68802314942130		US BANK	05/31/2023	85	05152023	540.00	GRAMMARLY COTMKZC1F GRAMMARLY SUBSCRIPTION
	00102014611304		US BANK	05/31/2023	85	05152023	145.23	WATERFRONT DELI EMPLOYEE APPRECIATION
	68802314942307		US BANK	05/31/2023	85	05152023	345.51	AMAZON.COM*4S41X1A33 AMZN RECEIVER FOR SURREY HEIGH
FINANCE	**- Total**						**38,749.78**	

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00103164102307		US BANK	05/31/2023	85	05152023	96.00	IN *P B ELECTRONICS INC TUNING FORK FOR RADAR
	00103164102304		US BANK	05/31/2023	85	05152023	599.89	B&H PHOTO 800-606-6969 TEST CAMERA
	00103134102306		US BANK	05/31/2023	85	05152023	10.93	AMZN MKTP US*AM76I2YM3 OFFICE SUPPLIES
	00103104101303		US BANK	05/31/2023	85	05152023	27.78	CASEYS #1938 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	12.82	SUBWAY 16633 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	58.24	TST* THE BEERHOUSE FOOD - TRAINING
	00103164102307		US BANK	05/31/2023	85	05152023	24.16	KEYBLANKDEPOT COM KEY BLANKS FOR ARV
	00103104101303		US BANK	05/31/2023	85	05152023	288.60	HOLIDAY INN EXP MARSHALL HOTEL - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	7.04	KUM&GO 0129R JOHNSTON GAS - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	42.68	SQ *THE FLYING ELBOW FOOD - TRAINING
	00103154102106		US BANK	05/31/2023	85	05152023	801.63	ADVANCED BUSINESS SYSTEMS POLICE DEP. PRINTER
	00103014102307		US BANK	05/31/2023	85	05152023	109.98	EBAY O*08-09967-14577 MODULAR FOR INTERVIEW RM
POLICE	00103104101303		US BANK	05/31/2023	85	05152023	15.00	ME & BILLY FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	15.91	MCDONALD'S F33004 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	33.61	CHICK-FIL-A #04653 FOOD - TRAINING
	00103114101209		US BANK	05/31/2023	85	05152023	113.01	AMAZON.COM*HF0T97EI0 BOOTS - HAYES
	00103104101303		US BANK	05/31/2023	85	05152023	-134.54	ARIEL BROADWAY HOTEL REFUND - ONE NIGHT ROOM
	00103104101303		US BANK	05/31/2023	85	05152023	5.41	CASEYS #3416 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	483.20	AMERICINN NEWTON HOTEL - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	37.51	TST* 30 HOP - ANKENY FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	19.88	SMOKEYROW_6 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	179.20	COBBLESTONE INN NEWTON HOTEL - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	19.13	MCDONALD'S M2042 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	37.69	JETHRO S LAKEHOUSE FOOD - TRAINING

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00103104101303		US BANK	05/31/2023	85	05152023	144.00	TST* SPRING BROOK RESORT FOOD - CHAPLAIN RETREAT
	00103154102307		US BANK	05/31/2023	85	05152023	274.30	CULLIGAN OF QUAD CITIES O WATER
	00103114101209		US BANK	05/31/2023	85	05152023	153.72	AMZN MKTP US*HV09U1PT2 BOOTS - STAES
	00103104101303		US BANK	05/31/2023	85	05152023	64.41	SHELL OIL 10089665029 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	800.00	IN *CENTRIFUGE TRAINING S REGISTRATION - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	22.72	MARATHON PETRO123638 GAS - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	20.11	SIPPIS AMERICAN GRILL AND FOOD - TRAINING
	00103114102309		US BANK	05/31/2023	85	05152023	1,520.00	IN *P B ELECTRONICS INC RADAR FOR K9 VEHICLE
	00103114102309		US BANK	05/31/2023	85	05152023	60.05	ELITE K9 INC 2 K-9 SUPPLIES
	00103104101303		US BANK	05/31/2023	85	05152023	450.24	RESIDENCE INN ANKENY HOTEL - TRAINING
	00103154102299		US BANK	05/31/2023	85	05152023	2,147.00	PORTER LEE CORPORATION BEAST SOFTWARE SUPPORT
POLICE	00103014102307		US BANK	05/31/2023	85	05152023	33.44	AMZN MKTP US*HF34V0OU1 GRIP FOR DUTY WEAPON
	00103104101303		US BANK	05/31/2023	85	05152023	60.72	KUM&GO 1443R WILLIAMS GAS - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	48.73	EL MARIACHI MEXICAN RESTA FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	27.52	SUNOCO 0211127600 FOOD - TRAINING
	00103154102307		US BANK	05/31/2023	85	05152023	30.00	CULLIGAN OF QUAD CITIES O DISPENSER RENTAL
	00103184102307		US BANK	05/31/2023	85	05152023	146.18	AMAZON.COM*HV7PZ8RC1 WORKBOOKS
	00103184102307		US BANK	05/31/2023	85	05152023	28.58	AMAZON.COM*HV1CU8PG2 BINDERS - NEGOTIATORS
	00103104101303		US BANK	05/31/2023	85	05152023	121.70	BURGER SHED FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	132.27	TST* JOSES AUTHENTIC MEXI FOOD - CHAPLAIN RETREAT
	00103014102304		US BANK	05/31/2023	85	05152023	32.99	AMZN MKTP US*ZI2GS4EW3 LAT PULL DOWN BARS
	00103164102307		US BANK	05/31/2023	85	05152023	671.40	STROBES N MORE VEHICLE #22302 EXPENSES
	00103104101303		US BANK	05/31/2023	85	05152023	48.03	JERSEY MIKES 38006 FOOD - TRAINING
	00103154102299		US BANK	05/31/2023	85	05152023	390.84	STERICYCLE INC/SHRED-IT SHREDDING

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00103134102306		US BANK	05/31/2023	85	05152023	22.91	AMZN MKTP US*HV20V7V01 OFFICE SUPPLIES
	00103164102307		US BANK	05/31/2023	85	05152023	49.36	LENCO INDUSTRIES INC REAR DOOR LATCH
	00103134102306		US BANK	05/31/2023	85	05152023	23.33	AMZN MKTP US*DR9EG6O13 OFFICE SUPPLIES
	00103154102306		US BANK	05/31/2023	85	05152023	629.30	OFFICE EXPRESS PAPER
	00103104101303		US BANK	05/31/2023	85	05152023	120.12	TST* WASABI - ANKENY FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	25.68	LOVE'S #361 GAS - TRAINING
	00103164102304		US BANK	05/31/2023	85	05152023	46.51	AMZN MKTP US*HE9D02Z03 INTERVIEW ROOM SUPPLIES
	00103104101303		US BANK	05/31/2023	85	05152023	88.55	CASEYS #2783 GAS - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	41.12	PAPASITOS & BEER MEXICAN FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	676.48	STONEY CREEK INN - DES HOTEL - TRAINING
	00103134102306		US BANK	05/31/2023	85	05152023	4.78	USPS PO 1808460374 CERT LETTER TO OWNER
	00103104101303		US BANK	05/31/2023	85	05152023	190.00	HOMEFRONT REGISTRATION - TRAINING
POLICE	00103104101303		US BANK	05/31/2023	85	05152023	31.80	TST* MAGEE'S IRISH PUB & FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	19.67	KUM&GO 0129R JOHNSTON FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	23.00	IL TOLLWAY-WEB TOLLS
	00103104101303		US BANK	05/31/2023	85	05152023	6.50	ZTL*HERBALIFE FOOD - TRAINING
	00103164102307		US BANK	05/31/2023	85	05152023	19.01	AMZN MKTP US*IS2V29ZA3 POWER SUPPLY
	00103104101303		US BANK	05/31/2023	85	05152023	29.80	CASEYS #3508 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	25.27	MAMA DI GRADOS PASTA & PI FOOD - TRAINING
	00103164102307		US BANK	05/31/2023	85	05152023	80.53	AMZN MKTP US*A729E2NE3 NUTS/BOLTS/SCREWS REPAIRS
	00103164102307		US BANK	05/31/2023	85	05152023	95.61	PAPA JOHNS #1921 GTSB MEETING
	00103104101303		US BANK	05/31/2023	85	05152023	249.00	TRIPLE I SOLUTIONS REGISTRATION - TRAINING
	00103164102307		US BANK	05/31/2023	85	05152023	10.00	CROWN TROPHY 2 LABEL FOR TACID
	00103104101303		US BANK	05/31/2023	85	05152023	124.29	BOB'S BITCHIN' BBQ FOOD FOR CHAPLAIN RETREAT

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00103104101303		US BANK	05/31/2023	85	05152023	78.96	JERSEY MIKES 38010 FOOD - TRAININGQ
	00103104101303		US BANK	05/31/2023	85	05152023	28.84	CACTUS BOBS BBQ CORAL FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	60.51	KWIK TRIP 11300011338 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	43.91	HITS TRAINING CONSULTIN TRAINING - REGISTRATION
	00103104101303		US BANK	05/31/2023	85	05152023	44.02	KWIK TRIP 58300005835 GAS - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	392.00	COBBLESTONE DURAND HOTEL - TRAINING
	00103134102307		US BANK	05/31/2023	85	05152023	100.00	LEXISNEXIS EPIC USER FEE (APRIL)
	00103154102308		US BANK	05/31/2023	85	05152023	34.52	CASEYS #1941 EVIDENCE TO/FROM DCI LAB
	00103104101303		US BANK	05/31/2023	85	05152023	39.08	CASEYS #2816 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	85.75	TST* BARN TOWN BREWING FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	40.56	CORRAL BAR & RIVERSIDE FOOD - TRAINING
POLICE	00103014102307		US BANK	05/31/2023	85	05152023	21.99	AMZN MKTP US*TT6UC3T63 MOUTH GUARDS - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	92.48	CELL BLOCK FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	-86.40	ARIEL BROADWAY HOTEL REFUND - TAX
	00103104101303		US BANK	05/31/2023	85	05152023	38.58	LOVE'S #361 FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	1,169.28	STONEY CREEK INN - DES FOOD - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	31.91	SQ *BROADWAY MARY'S FOOD - TRAINING
	00103154102308		US BANK	05/31/2023	85	05152023	51.52	AMZN MKTP US*U97A82J93 EVIDENCE SUPPLIES
	00103134101304		US BANK	05/31/2023	85	05152023	53.32	PIZZA RANCH - GALESBURG MEETING - DETECTIVES
	00103104101303		US BANK	05/31/2023	85	05152023	58.82	SUNOCO 0211127600 GAS - TRAINING
	00103104101303		US BANK	05/31/2023	85	05152023	22.04	PERKZ CAFE FOOD - TRAINING
	00103184102304		US BANK	05/31/2023	85	05152023	3,049.00	STREICHER'S MO HEADSETS/ERU
	00103114102309		US BANK	05/31/2023	85	05152023	212.28	ELITE K9 INC 2 K9 SUPPLIES
	00103104101303		US BANK	05/31/2023	85	05152023	40.00	IL TOLLWAY-AUTOREPLENISH REPLENISH TOLL

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
POLICE	00103104101303		US BANK	05/31/2023	85	05152023	-123.74	ARIEL BROADWAY HOTEL REFUND TAX - 3 NIGHTS
	00103104101303		US BANK	05/31/2023	85	05152023	46.17	MCALISTERS #103372 FOOD - TRAINING
POLICE	**- Total**						**18,591.73**	
	00104154142307		US BANK	05/31/2023	85	05152023	595.74	GREENWOOD CLEANING SYSTE STATION SUPPLIES
	00104114141303		US BANK	05/31/2023	85	05152023	32.11	HAYMAKERS 715 SNACKS/IFSI ROPE TECH
	00104154142101		US BANK	05/31/2023	85	05152023	155.68	THE HOME DEPOT #2111 PAINT SUPPLIES
	00104114141303		US BANK	05/31/2023	85	05152023	714.70	AMERICAN AIR0012391137658 AIRFARE/NFA MGMT COURSES
	00104114141209		US BANK	05/31/2023	85	05152023	-5.99	WPSG, INC. RETURNED FIRE GLOVES
	00104154142307		US BANK	05/31/2023	85	05152023	320.59	THE HOME DEPOT 2111 SUPPLIES/ST2
	00104134141303		US BANK	05/31/2023	85	05152023	15.91	THE RUSTIC MEAL/SWIFTWATER TRAINING
	00104154142307		US BANK	05/31/2023	85	05152023	50.00	THE HOME DEPOT #2111 RENTAL DEPOSIT/PRESSURE
	00104114141303		US BANK	05/31/2023	85	05152023	24.09	JIMMY JOHNS - 90081 MEAL/IFSI ROPE TECH
	00104114141303		US BANK	05/31/2023	85	05152023	34.25	HARVEST MARKET 572 MEAL/IFSI ROPE TECH
FIRE	00104114141303		US BANK	05/31/2023	85	05152023	23.24	JOEYS RED HOTS ORLAND PAR MEAL/ILTF TRAINING
	00104114141303		US BANK	05/31/2023	85	05152023	25.01	LOVE'S #766 FUEL/ILTF TRAINING
	00104134141303		US BANK	05/31/2023	85	05152023	7.69	CULVERS OF VERONA MEAL/SWIFTWATER TRAINING
	00104114141303		US BANK	05/31/2023	85	05152023	55.90	AMAZON.COM*HV7F08BA2 FOG MACHINE LIQUID
	00104114142104		US BANK	05/31/2023	85	05152023	11,024.61	CUMMINS INC - J9 ENGINE 1 REPAIR
	00104134141303		US BANK	05/31/2023	85	05152023	52.67	BP#1936756CHEESE MART FUEL/SWIFTWATER TRAINING
	00104154142101		US BANK	05/31/2023	85	05152023	253.47	SHERWIN WILLIAMS 701476 PAINT SUPPLIES/ST2
	00104154142307		US BANK	05/31/2023	85	05152023	215.70	SAMSCLUB.COM STATION SUPPLIES
	00104154142307		US BANK	05/31/2023	85	05152023	143.30	CULLIGAN OF QUAD CITIES O WATER
	00104114141303		US BANK	05/31/2023	85	05152023	54.46	MILLER'S ALE HOUSE 090 MEAL/ILTF TRAINING
	00104134142304		US BANK	05/31/2023	85	05152023	331.95	KOKATAT LATEX NECK GASKET

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00104134142310		US BANK	05/31/2023	85	05152023	504.74	EMERGENCY MEDICAL PRODUC MEDICAL SUPPLIES
	00104114141303		US BANK	05/31/2023	85	05152023	60.00	THORNTONS #0385 FUEL/IFSI ROPE TECH
	00104114141303		US BANK	05/31/2023	85	05152023	75.77	OISHI HIBACHI STEAKHOUSE MEAL/IFSI ROPE TECH
	00104144142106		US BANK	05/31/2023	85	05152023	144.55	TSI*SERVICE FIT TEST ADAPTER
	00104114141303		US BANK	05/31/2023	85	05152023	15.77	LEGENDS MEAL/IFSI ROPE TECH
	00104154142101		US BANK	05/31/2023	85	05152023	211.20	THE HOME DEPOT 2111 CHAIR RAIL/ST2
	00104114141209		US BANK	05/31/2023	85	05152023	913.70	DINGES FIRE COMPANY INTER FIRE GLOVES
	00104134141303		US BANK	05/31/2023	85	05152023	12.86	CULVERS OF WAUPUN MEAL/SWIFTWATER TRAINING
	00104124141301		US BANK	05/31/2023	85	05152023	133.00	IAAI MEMBERSHIP/BARNHOUSE
	00104154142307		US BANK	05/31/2023	85	05152023	41.82	THE HOME DEPOT #2111 TOOLS
	00104114141303		US BANK	05/31/2023	85	05152023	25.08	SHELL OIL 57444987606 ICE AND CUPS/ILTF TRNING
	00104114141303		US BANK	05/31/2023	85	05152023	250.00	FIRE SERVICE TRAINING BUR CERTIFICATION FEES
FIRE	00104114141303		US BANK	05/31/2023	85	05152023	14.01	CACTUS GRILL MEAL/IFSI ROPE TECH
	00104114141303		US BANK	05/31/2023	85	05152023	57.94	HAYMAKERS 715 FUEL/IFSI ROPE TECH
	00104114141303		US BANK	05/31/2023	85	05152023	26.44	JIMMY JOHNS # 90003 MEAL/IFSI ROPE TECH
	00104154142299		US BANK	05/31/2023	85	05152023	54.00	WCI*MWI WASTE DISPOSAL/ST4
	00104144141303		US BANK	05/31/2023	85	05152023	13.85	JERSEY MIKES 38008 MEAL/DNR-EPA EXERCISE
	00104114141303		US BANK	05/31/2023	85	05152023	54.94	TST* GUIDO'S BAR AND GRIL MEAL/IFSI ROPE TECH
	00104114141303		US BANK	05/31/2023	85	05152023	12.88	SCHNUCKS SAVOY SNACKS/IFSI ROPE TECH
	00104144141303		US BANK	05/31/2023	85	05152023	57.71	KUM&GO 1443R WILLIAMS FUEL/DNR-EPA EXERCISE
	00104114142106		US BANK	05/31/2023	85	05152023	111.32	AMZN MKTP US*TT1Z600S3 SPRINKLER SHUT OFF TOOL
	00104114141303		US BANK	05/31/2023	85	05152023	39.39	PAPA DEL'S PIZZA MEAL/IFSI ROPE TECH
	00104154142299		US BANK	05/31/2023	85	05152023	54.00	WCI*MWI WASTE DISPOSAL/ST2
	00104124142306		US BANK	05/31/2023	85	05152023	29.37	AMZN MKTP US*HF3525001 AM STAPLERS

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
FIRE	00104114141303		US BANK	05/31/2023	85	05152023	200.48	HOMEWOOD STE ORLAND PARK HOTEL/ILTF TRAINING
	00104154142307		US BANK	05/31/2023	85	05152023	39.99	AMZN MKTP US*HF25V68L0 GRILL KNOBS/ST4
	00104114141303		US BANK	05/31/2023	85	05152023	47.01	TST* SEVEN SAINTS - CRS MEAL/IFSI ROPE TECH
	00104114141303		US BANK	05/31/2023	85	05152023	109.00	SQ *BLACK DOG SMOKE & ALE MEAL/IFSI ROPE TECH
	00104114141303		US BANK	05/31/2023	85	05152023	32.24	BWW 3327 SAVOY MEAL/IFSI ROPE TECH
	00104124142306		US BANK	05/31/2023	85	05152023	86.18	AMZN MKTP US*UX4M39693 CLIPBOARDS, FOLDERS
	00104114141303		US BANK	05/31/2023	85	05152023	34.38	MOES SW GRILL #100373 MEAL/IFSI ROPE TECH
	00104154142307		US BANK	05/31/2023	85	05152023	-20.97	THE HOME DEPOT #2111 TAX REFUND
	00104114141303		US BANK	05/31/2023	85	05152023	61.96	TST* BILLY BAROOZ - CRS MEAL/IFSI ROPE TECH
	00104114141303		US BANK	05/31/2023	85	05152023	35.16	EINSTEIN BROS BAGELS MEAL/IFSI ROPE TECH
	00104134141303		US BANK	05/31/2023	85	05152023	39.46	BP#8161960BLUEMKES BP AM FUEL/SWIFTWATER TRAINING
	00104134142310		US BANK	05/31/2023	85	05152023	18.44	GENESIS HEALTH SYSTEM PHARMACY
	00104154142307		US BANK	05/31/2023	85	05152023	2,497.76	TRI CITY EQUIPMENT CO ICE MACHINE/ST1
	00104124142106		US BANK	05/31/2023	85	05152023	151.20	ADVANCED BUSINESS SYSTEMS PRINTER
	00104124142306		US BANK	05/31/2023	85	05152023	19.79	AMZN MKTP US*HM7WF0TZ2 AM LABEL TAPE
	00104114141303		US BANK	05/31/2023	85	05152023	23.56	KFC G160003 MEAL/IFSI ROPE TECH
	00104134141303		US BANK	05/31/2023	85	05152023	36.00	EASTERN IOWA CC ACLS RENEWAL/4 FFS
	00104114141303		US BANK	05/31/2023	85	05152023	50.00	FIRE SERVICE TRAINING BUR INSTRUCTOR 1 CERT FEE
	00104154142101		US BANK	05/31/2023	85	05152023	74.97	THE HOME DEPOT #2111 GRASS SEED/ST2
	00104114141303		US BANK	05/31/2023	85	05152023	888.00	BEST WESTERN PARADISE HOTEL/IFSI ROPE TECH
	00104134142310		US BANK	05/31/2023	85	05152023	81.01	ROSS MEDICAL SUPPLY COMPRESSED OXYGEN
	00104114142304		US BANK	05/31/2023	85	05152023	3,016.95	DINGES FIRE COMPANY INTER HOSE
	00104114141303		US BANK	05/31/2023	85	05152023	41.14	ATH 6001 MEAL/IFSI ROPE TECH
	00104154142101		US BANK	05/31/2023	85	05152023	6.10	THE HOME DEPOT #2111 ICE MAKER INSTALL AT CITY

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
FIRE	00104114141303		US BANK	05/31/2023	85	05152023	30.12	HARVEST MARKET COFFEE 57 MEAL/IFSI ROPE TECH
	00104124141301		US BANK	05/31/2023	85	05152023	133.00	IAAI MEMBERSHIP/AKERS
FIRE	**- Total**						**24,772.35**	
	00105724422111		US BANK	05/31/2023	85	05152023	94.23	AMERICAN WATER WORKS COMP FOREST GROVE PARK
	00105724422111		US BANK	05/31/2023	85	05152023	13.25	AMERICAN WATER WORKS COMP SCENIC OVERLOOK
	00105724422111		US BANK	05/31/2023	85	05152023	41.97	AMERICAN WATER WORKS COMP KIWANIS PARK
	00105264642307	2301MC	US BANK	05/31/2023	85	05152023	83.12	GREAT WESTERN SUPPLY COMP WINDOW CLEANER - MC
	00105254642111	2300LB	US BANK	05/31/2023	85	05152023	354.68	AMERICAN WATER WORKS COMP WATER SERVICE - LIBRARY
	68305204942324		US BANK	05/31/2023	85	05152023	71.48	CARQUEST 1717 BRAKE CLEANING KIT
	52005104902307		US BANK	05/31/2023	85	05152023	259.00	BETTENDORF N AND S LOCK I LOCKS FOR SEWER PUMPS
	00105724422325		US BANK	05/31/2023	85	05152023	161.00	DOUGLAS INDUSTRIES HOME PLATE, TIE RAPS
	20605014292306		US BANK	05/31/2023	85	05152023	24.37	AMAZON.COM*HV8RZ8SS2 WITE-OUT AND ENVELOPE
	00105254642101	2300MC	US BANK	05/31/2023	85	05152023	-133.68	GREAT WESTERN SUPPLY COMP HAND SOAP/SANITIZER CREDI
PUBLIC WORKS	20605014291304		US BANK	05/31/2023	85	05152023	20.00	MECA PARKING PARKING FOR APWA SNOW
	58005134932111		US BANK	05/31/2023	85	05152023	176.06	AMERICAN WATER WORKS COMP SWEEPER WATER
	58505074921304		US BANK	05/31/2023	85	05152023	31.36	LOSAMIGOS LUNCH FOR POST TRIANNUAL
	20605014292306		US BANK	05/31/2023	85	05152023	66.54	SAMSCLUB.COM PLATES, SPOONS
	20605014291304		US BANK	05/31/2023	85	05152023	44.04	SHELL OIL 12654405005 GAS FOR APWA SNOW CONF
	52005104902307		US BANK	05/31/2023	85	05152023	1,600.00	SQ *RILCO SAFETY SUPPLY RETRACTING LIFELINE
	00105264642307	2301MC	US BANK	05/31/2023	85	05152023	1,204.90	DELTA AIR 0062377580859 FRAUD
	00105724422111		US BANK	05/31/2023	85	05152023	19.47	AMERICAN WATER WORKS COMP LEACH PARK
	20605014291304		US BANK	05/31/2023	85	05152023	8.63	MCDONALD'S F458 MEAL FOR APWA SNOW CONF
	00105724422111		US BANK	05/31/2023	85	05152023	31.03	AMERICAN WATER WORKS COMP FOREST GROVE - E PAVILLIO
	00105254642307	2300CC	US BANK	05/31/2023	85	05152023	14.73	GRAINGER V-BELTS - COMM CTR

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00105254642101	2300MC	US BANK	05/31/2023	85	05152023	201.52	THE HOME DEPOT #6903 FRAUD
	58005194932307		US BANK	05/31/2023	85	05152023	1,600.00	SQ *RILCO SAFETY SUPPLY RETRACTING LIFELINE
	68305204942324		US BANK	05/31/2023	85	05152023	-65.72	CARQUEST 1717 OIL STABIL RETURN
	20605024252307		US BANK	05/31/2023	85	05152023	257.95	AMZN MKTP US*HV2FB3GI0 GENERATOR CORDS FOR
	20605014292306		US BANK	05/31/2023	85	05152023	44.50	AMAZON.COM*X69CJ7EH3 BINDERS
	20605014291304		US BANK	05/31/2023	85	05152023	42.06	CASEYS #2654 GAS FOR APWA SNOW CONF
	28805224132307	FLD023	US BANK	05/31/2023	85	05152023	46.09	HY-VEE BETTENDORF 1037 FOOD FOR SANDBAGGERS
	20605014292106		US BANK	05/31/2023	85	05152023	468.50	ADVANCED BUSINESS SYSTEMS PW PRINTER
	68305204942324		US BANK	05/31/2023	85	05152023	54.32	CARQUEST 1717 HEAT SHIELD
	55505264942307	2301FM	US BANK	05/31/2023	85	05152023	238.67	GREENWOOD CLEANING SYSTE SOAP, RAGS, WIPES - FAM
	20605014291304		US BANK	05/31/2023	85	05152023	8.18	CASEYS #2654 MEAL FOR 2023 APWA SNOW
	68305204942324		US BANK	05/31/2023	85	05152023	152.49	CARQUEST 1717 PULLEY
PUBLIC WORKS	00105264642307	2301LB	US BANK	05/31/2023	85	05152023	108.95	BATTERIES+BULBS #0130 VACUUM BATTERIES - LIBRAR
	58505474922111		US BANK	05/31/2023	85	05152023	209.22	AMERICAN WATER WORKS COMP WATER SERVICE - CAR WASH
	58005194932304		US BANK	05/31/2023	85	05152023	179.00	THE HOME DEPOT #2111 LITHIUM-ION CORDLESS INFL
	00105264642307	2301CH	US BANK	05/31/2023	85	05152023	101.76	GREAT WESTERN SUPPLY COMP FOAM CUPS - CITY HALL
	20605014291304		US BANK	05/31/2023	85	05152023	545.30	CAMBRIA HOTEL OMAHA DOWNT HOTEL FOR APWA SNOW CONF
	00105724422111		US BANK	05/31/2023	85	05152023	17.18	AMERICAN WATER WORKS COMP BROOKVIEW & MIDDLE RD
	68305204942324		US BANK	05/31/2023	85	05152023	467.97	CARQUEST 1717 BATTERY
	68305204942324		US BANK	05/31/2023	85	05152023	618.51	GRAINGER VEHICLE SUPPLIES
	00105254642101	2300MC	US BANK	05/31/2023	85	05152023	25.00	BETTENDORF N AND S LOCK I DISPENSER LOCK KEYS
	00105264642307	2301CH	US BANK	05/31/2023	85	05152023	548.94	GREAT WESTERN SUPPLY COMP HANDSOAP,KLEENEX,TP - CH
	20605304232307		US BANK	05/31/2023	85	05152023	198.00	HOMEDEPOT.COM BATTERIES FOR TOOLS
	00105254642101	2300CC	US BANK	05/31/2023	85	05152023	22.98	K & K TRUE VALUE TOWEL RODS TO HOLD WINDOW

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	68305204942307		US BANK	05/31/2023	85	05152023	53.42	GRAINGER BATTERIES
	00105264642307	2301CH	US BANK	05/31/2023	85	05152023	207.38	GREAT WESTERN SUPPLY COMP HAND SOAP, SANITIZER
	20605304232307		US BANK	05/31/2023	85	05152023	256.56	HOMEDEPOT.COM CONCRETE STAKES
	00105264642307	2301MC	US BANK	05/31/2023	85	05152023	-1,204.90	DELTA AIR 0062377580859 FRAUD RETURN
	20605304232307		US BANK	05/31/2023	85	05152023	13.99	AMAZON.COM*165MC4OD3 CABLE TO TEST BRIDGE
	68305204942324		US BANK	05/31/2023	85	05152023	66.98	CARQUEST 1717 DIVE KIT
	20605014292306		US BANK	05/31/2023	85	05152023	12.28	SAMSCLUB.COM COFFEE CREAMER
	55505264942307	2301FM	US BANK	05/31/2023	85	05152023	264.87	GREAT WESTERN SUPPLY COMP RR SUPPLIES - FAM MUS
	00105254642111	2300CH	US BANK	05/31/2023	85	05152023	213.95	AMERICAN WATER WORKS COMP WATER SERVICE - CITY HALL
	56005254942111	2300GC	US BANK	05/31/2023	85	05152023	218.78	AMERICAN WATER WORKS COMP WATER SERVICE - PALMER
	00105254642111	2300MC	US BANK	05/31/2023	85	05152023	959.64	AMERICAN WATER WORKS COMP WATER SERVICE - MAINT CTR
PUBLIC WORKS	68305204942324		US BANK	05/31/2023	85	05152023	17.59	CARQUEST 1717 AIR FILTER
	20605014291304		US BANK	05/31/2023	85	05152023	16.16	THE ROUND OMAHA NE MEAL FOR APWA SNOW CONF
	56005254942111	2300GC	US BANK	05/31/2023	85	05152023	63.81	AMERICAN WATER WORKS COMP FIRE PROTECTION WATER -
	56005254942101	2300GC	US BANK	05/31/2023	85	05152023	87.26	913 BEACON BLDG PROD SHINGLES PALMER
	68305204942324		US BANK	05/31/2023	85	05152023	92.44	CARQUEST 1717 THERMOSTAT
	56005254942101	2300GC	US BANK	05/31/2023	85	05152023	46.92	THE HOME DEPOT #2111 DRIP EDGE, NAILS, PALMER
	20605304232307		US BANK	05/31/2023	85	05152023	561.02	DITCH WITCH OF MN FERGUS OIL & GRIP
	00105254642101	2300CH	US BANK	05/31/2023	85	05152023	946.00	MENARDS DAVENPORT IA REFRIGERATOR/MICROWAVE
	68305204942324		US BANK	05/31/2023	85	05152023	732.98	CARQUEST 1717 SPARK PLUGS
	00105254642101	2300CH	US BANK	05/31/2023	85	05152023	1,751.92	CONNOR CO MOLINE COMBUSTION AIR BLOWER
	00105264642307	2301CC	US BANK	05/31/2023	85	05152023	358.66	GREAT WESTERN SUPPLY COMP RR PAPER PRODUCTS - CC
	00105724422111		US BANK	05/31/2023	85	05152023	27.50	AMERICAN WATER WORKS COMP VMP BAND SHELL
	68305204942324		US BANK	05/31/2023	85	05152023	16.96	CARQUEST 1717 STERING HOSE

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	68305204942324		US BANK	05/31/2023	85	05152023	27.85	CARQUEST 1717 FIBERFIX
	00105724422111		US BANK	05/31/2023	85	05152023	76.30	AMERICAN WATER WORKS COMP JETTY PARK
	20605124242307		US BANK	05/31/2023	85	05152023	76.52	SHERWIN WILLIAMS 701476 MAILBOX SUPPLIES - PLOW
	20605014292306		US BANK	05/31/2023	85	05152023	9.49	AMAZON.COM*HF8CS3440 SHARPIES
	20605304232307		US BANK	05/31/2023	85	05152023	22.97	HOMEDEPOT.COM SAFETY GLASSES
	55505264942307	2301FM	US BANK	05/31/2023	85	05152023	272.57	GREAT WESTERN SUPPLY COMP CAN LINERS, TOWELS - FM
	00105724422323		US BANK	05/31/2023	85	05152023	1,127.00	GREAT WESTERN SUPPLY COMP TOILET PAPER
	20605014291304		US BANK	05/31/2023	85	05152023	22.32	TST* HOOK & LIME MEAL FOR 2023 APWA SNOW
	28805224132307	FLD023	US BANK	05/31/2023	85	05152023	65.09	KWIK STAR 29900002998 FOOD FOR SANDBAGGERS
	00105724422323		US BANK	05/31/2023	85	05152023	1,938.84	KAY PARK RECREATION CONCRETE BAG TOSS GAME
	28805224132307	FLD023	US BANK	05/31/2023	85	05152023	172.24	SAMSCLUB.COM FOOD FOR SANDBAGGERS
PUBLIC WORKS	00105254642111	2300LB	US BANK	05/31/2023	85	05152023	112.81	AMERICAN WATER WORKS COMP FIRE PROTECTION WATER
	68305204942324		US BANK	05/31/2023	85	05152023	-258.05	CARQUEST 1717 CREDIT ON ACCOUNT
	68305204942324		US BANK	05/31/2023	85	05152023	30.00	CARQUEST 1717 BULK CABLE
	68305204942324		US BANK	05/31/2023	85	05152023	-134.32	CARQUEST 1717 CALIPER CREDIT
	20605024251304		US BANK	05/31/2023	85	05152023	75.68	ENTERPRISE RENT-A-CAR CAR RENTAL APWA SPRING
	00105264642307	2301LB	US BANK	05/31/2023	85	05152023	421.20	GREAT WESTERN SUPPLY COMP HAND SANITIZER - LIBRARY
	20605024252304		US BANK	05/31/2023	85	05152023	321.81	THE WEBSTAURANT STORE INC INSULATED CONTAINER &
	68305204942324		US BANK	05/31/2023	85	05152023	65.72	CARQUEST 1717 OIL STABILIZER
	68305204942307		US BANK	05/31/2023	85	05152023	357.17	GRAINGER SHOP SUPPLIES
	00105254642101	2300OT	US BANK	05/31/2023	85	05152023	65.00	REGALIA MANUFACTURING IOWA FLAG - CITY WIDE
	20605014292306		US BANK	05/31/2023	85	05152023	37.99	AMZN MKTP US*HF2BO3460 NOTEBOOKS
	00105724422111		US BANK	05/31/2023	85	05152023	79.44	AMERICAN WATER WORKS COMP LINCOLN PARK
	55505254942111	2300FM	US BANK	05/31/2023	85	05152023	405.34	AMERICAN WATER WORKS COMP FAMILY MUSEUM

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00105724422111		US BANK	05/31/2023	85	05152023	16.16	AMERICAN WATER WORKS COMP DG ARCHERY RANGE
	20605024251304		US BANK	05/31/2023	85	05152023	18.80	BP#9257809IOWA 80 TRUCKS DELIVERY OF PLANS FOR
	20605014292306		US BANK	05/31/2023	85	05152023	32.54	AMZN MKTP US*HV7RP6U21 NOTEPADS
	00105254642111	2300MC	US BANK	05/31/2023	85	05152023	114.08	AMERICAN WATER WORKS COMP BRINE WATER SERVICE
	00105724422111		US BANK	05/31/2023	85	05152023	21.08	AMERICAN WATER WORKS COMP WARMING HOUSE
	68305204942307		US BANK	05/31/2023	85	05152023	43.49	AMZN MKTP US*IH6761VK3 OIL CHANGE STICKERS
	68305204942324		US BANK	05/31/2023	85	05152023	-22.00	CARQUEST 1717 BATTERY CREDIT
	20605014292306		US BANK	05/31/2023	85	05152023	26.27	AMAZON.COM*4M92K17H3 BINDER
	00105724422111		US BANK	05/31/2023	85	05152023	11.83	AMERICAN WATER WORKS COMP HOLMES STREET
	56005264942307	2301GC	US BANK	05/31/2023	85	05152023	86.43	GREAT WESTERN SUPPLY COMP TOILET PAPER - PALMER HIL
	28805224132307	FLD023	US BANK	05/31/2023	85	05152023	253.65	GODFATHER'S PIZZA E MOLIN FOOD FOR SANDBAGGERS
PUBLIC WORKS	00105724422307		US BANK	05/31/2023	85	05152023	85.38	THE HOME DEPOT 2111 PLUMBING SUPPLIES
	20605014292343		US BANK	05/31/2023	85	05152023	42.99	AMZN MKTP US*HV0OB63M1 COSTUME FOR PW EVENTS
	00105254642111	2300CH	US BANK	05/31/2023	85	05152023	56.51	AMERICAN WATER WORKS COMP FIRE PROTECTION SERVICE
	20605304232307		US BANK	05/31/2023	85	05152023	448.07	FULL COMPASS SYS VT BRIDGE LIGHT TESTING
	00105724422323		US BANK	05/31/2023	85	05152023	81.16	GREAT WESTERN SUPPLY COMP GRAFITTI REMOVER
	68305204942324		US BANK	05/31/2023	85	05152023	456.34	CARQUEST 1717 CREDIT CORRECTION
	68305204942324		US BANK	05/31/2023	85	05152023	613.46	CARQUEST 1717 RADIATOR
	00105724422111		US BANK	05/31/2023	85	05152023	46.70	AMERICAN WATER WORKS COMP PARKS MAINT
	00105724422111		US BANK	05/31/2023	85	05152023	37.78	AMERICAN WATER WORKS COMP MCMANUS PARK
	20605124242307		US BANK	05/31/2023	85	05152023	11.65	THE HOME DEPOT #2111 MAILBOX SUPPLIES - PLOW
	20605144232307		US BANK	05/31/2023	85	05152023	2,599.00	GRAINGER ROTARY HAMMER KIT, T-HAND
	20605304232307		US BANK	05/31/2023	85	05152023	-24.40	HOMEDEPOT.COM REFUND FOR DOUBLE CHARGE
	68305204942324		US BANK	05/31/2023	85	05152023	-16.44	CARQUEST 1717 AIR FILTER RETURN

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	55505264942307	2301FM	US BANK	05/31/2023	85	05152023	170.97	GREAT WESTERN SUPPLY COMP CAN LINERS, RR SUPPLIES
	55505254942111	2300FM	US BANK	05/31/2023	85	05152023	409.14	AMERICAN WATER WORKS COMP WATER SERVICE - FAM MUS
	00105254642101	2300CH	US BANK	05/31/2023	85	05152023	104.99	LOWES #00107* ICE MAKER - CITY HALL
	56005264942307	2301GC	US BANK	05/31/2023	85	05152023	314.12	GREAT WESTERN SUPPLY COMP TP, CAN LINERS, PAPER TWL
	68305204942324		US BANK	05/31/2023	85	05152023	128.56	CARQUEST 1717 IDLER PULLEY
	00105264642307	2301CH	US BANK	05/31/2023	85	05152023	399.21	GREAT WESTERN SUPPLY COMP CAN LINERS,PLATES - CH
	58005194932304		US BANK	05/31/2023	85	05152023	715.00	UTILITY EQUIPMENT COMPAN CHERNE I-SERIES PLUG PART
	55505254942101	2300FM	US BANK	05/31/2023	85	05152023	250.00	AVENUE RENTAL SCISSOR LIFT RENTAL - FAM
	68305204942324		US BANK	05/31/2023	85	05152023	190.42	CARQUEST 1717 BRAKE PADS
PUBLIC WORKS	58005194932307		US BANK	05/31/2023	85	05152023	222.30	ACCU-TECH CORPORATION OTR ANTENNA
	28805224132307	FLD023	US BANK	05/31/2023	85	05152023	523.05	JIMMY JOHNS - 632 FOOD FOR SANDBAGGERS
	00105724422111		US BANK	05/31/2023	85	05152023	14.76	AMERICAN WATER WORKS COMP EDGEWOOD PARK
	00105724422111		US BANK	05/31/2023	85	05152023	16.16	AMERICAN WATER WORKS COMP DG STONE HOUSE
	00105254642111	2300CC	US BANK	05/31/2023	85	05152023	78.02	AMERICAN WATER WORKS COMP WATER SERVICE - COMM CTR
	28805224132306	FLD023	US BANK	05/31/2023	85	05152023	1,394.96	BESTBUYCOM806756814600 COUNT 4 TVS FOR EMERGENCY
	68305204942324		US BANK	05/31/2023	85	05152023	15.73	CARQUEST 1717 OIL FILTER
	57505254942111	2300PL	US BANK	05/31/2023	85	05152023	12.80	AMERICAN WATER WORKS COMP SPLASH WATER
	68305204942324		US BANK	05/31/2023	85	05152023	-12.34	CARQUEST 1717 TRAILER CONNECT CREDIT
	00105724422111		US BANK	05/31/2023	85	05152023	86.82	AMERICAN WATER WORKS COMP ED SCHECK PARK
PUBLIC WORKS - Total							**31,525.90**	
	00106124807085		US BANK	05/31/2023	85	05152023	102.59	AMZN MKTP US*IK5E79AT3 JUVENILE
	00106124402306		US BANK	05/31/2023	85	05152023	91.99	AMZN MKTP US*HM6AR0P32 JUVENILE OPERATING SUPPLI
LIBRARY	00106144807077		US BANK	05/31/2023	85	05152023	129.00	NYTIMES PRINT SUBSCRIPTIONS
	00106144402306		US BANK	05/31/2023	85	05152023	59.67	AMZN MKTP US*250AF0M13 OFFICE SUPPLIES

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00106124807085		US BANK	05/31/2023	85	05152023	32.53	AMAZON.COM*HM0CG8B92 AMZN JUVENILE
	00106124402306		US BANK	05/31/2023	85	05152023	64.18	AMZN MKTP US*HV9600WP2 JUVENILE OPERATING SUPPLI
	22606064807087		US BANK	05/31/2023	85	05152023	57.26	AMZN MKTP US*HF10I0Q62 FOUNDATION SRP 2023
	00106124402307		US BANK	05/31/2023	85	05152023	19.99	AMAZON.COM*IF6X54QH3 AMZN JUV OPERATING SUPPLIES
	22606064402306		US BANK	05/31/2023	85	05152023	35.21	QUILL CORPORATION PAPER TOWELS
	00106144807078		US BANK	05/31/2023	85	05152023	69.95	CLIPART.COM ELECTRONIC SUBSCRIPTIOSN
	00106124807085		US BANK	05/31/2023	85	05152023	7.18	AMZN MKTP US*HV1QQ1W51 JUVENILE
	22606064402306		US BANK	05/31/2023	85	05152023	64.14	AMZN MKTP US*XJ96G0XS3 FOL 5C
	22606064402306		US BANK	05/31/2023	85	05152023	11.68	QUILL CORPORATION NAPKINS
	22606064402306		US BANK	05/31/2023	85	05152023	32.07	AMZN MKTP US*HM6OF83C1 FOL 12B 2022
	22606064807087		US BANK	05/31/2023	85	05152023	16.25	JDS INDUSTRIES FOUND. SPRING CREATION ST
	22606064807087		US BANK	05/31/2023	85	05152023	107.96	AMZN MKTP US*1K6XJ8FH3 FOUND. SUMMER RDG PROGRAM
LIBRARY	22606064402306		US BANK	05/31/2023	85	05152023	33.79	AMAZON.COM*6J8D74L53 FOL 4E
	00106124807085		US BANK	05/31/2023	85	05152023	1,412.06	IN *IMAGINATION PLAYGROUN JUVENILE
	00106124402306		US BANK	05/31/2023	85	05152023	26.99	AMAZON.COM*HW22C7Z33 AMZN JUV OFFICE SUPPLIES
	22606064402306		US BANK	05/31/2023	85	05152023	44.94	DUNN BROTHERS COFFEE - 22 FOL 2A 2023
	22606064807087		US BANK	05/31/2023	85	05152023	278.50	IN THIS ISSUE COMICS FOUNDATION -
	22606064807087		US BANK	05/31/2023	85	05152023	91.80	AMZN MKTP US*HF4945KS1 FOUNDATION SRP 2023
	22606064402306		US BANK	05/31/2023	85	05152023	85.50	AMZN MKTP US*4Z4YN0LP3 FOL 5C
	00106144807078		US BANK	05/31/2023	85	05152023	6.00	COPYRIGHT OSP COPYRIGHT
	22606064402306		US BANK	05/31/2023	85	05152023	133.10	JDS INDUSTRIES SIGN MATERIALS
	22606064402306		US BANK	05/31/2023	85	05152023	10.99	AMZN MKTP US*2B3SO1C33 FOL 4E
	22606064402306		US BANK	05/31/2023	85	05152023	190.60	AMZN MKTP US*BV7EM28V3 FOL 4E
	00106014402202		US BANK	05/31/2023	85	05152023	962.50	EIG*CONSTANTCONTACT.COM ADMIN ADVERTISING

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00106124807085		US BANK	05/31/2023	85	05152023	10.99	AMZN MKTP US*HM81P23Z2 JUVENILE
	00106144401301		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AIR0014413588496 TECH SVC TRAINING
	00106014401301		US BANK	05/31/2023	85	05152023	321.00	AMERLIBASSOC ECOMMERCE ALA DUES
	22606064402306		US BANK	05/31/2023	85	05152023	21.40	DUNN BROTHERS COFFEE - 18 FOL 5G
	00106144401301		US BANK	05/31/2023	85	05152023	35.14	SHERATON PHOENIX DOWNTOWN TECH SVC TRAINING
	00106124807085		US BANK	05/31/2023	85	05152023	81.69	AMZN MKTP US*E73YK0O03 AM JUVENILE
	00106144807077		US BANK	05/31/2023	85	05152023	25.00	VIDEOLIBRARIAN.COM PRINT SUBSCRIPTIONS
	22606064402306		US BANK	05/31/2023	85	05152023	122.29	STERICYCLE INC/SHRED-IT SHREDDING
	22606064402306		US BANK	05/31/2023	85	05152023	49.95	CULLIGAN OF QUAD CITIES O WATER
	22606064807087		US BANK	05/31/2023	85	05152023	79.95	AMZN MKTP US*HF4O39701 FOUNDATION FCBD
	00106124807085		US BANK	05/31/2023	85	05152023	38.99	AMAZON.COM*HV5DX2WA2 AMZN JUVENILE
LIBRARY	00106124807085		US BANK	05/31/2023	85	05152023	1,798.61	PRUSA RESEARCH JUVENILE
	00106124807085		US BANK	05/31/2023	85	05152023	84.03	AMZN MKTP US*TF0Q50X33 JUVENILE
	22606064807087		US BANK	05/31/2023	85	05152023	42.49	AMZN MKTP US*HV9Q20RI2 FOUNDATION SRP 2023
	22606064807087		US BANK	05/31/2023	85	05152023	119.00	JDS INDUSTRIES FOUNDATION CREATION STUD.
	22606064402306		US BANK	05/31/2023	85	05152023	124.05	MENARDS DAVENPORT IA BOOKSHELF MATERIALS
	22606064402306		US BANK	05/31/2023	85	05152023	34.07	AMAZON.COM*HV5UP6AS2 FOL 4I
	22606064807087		US BANK	05/31/2023	85	05152023	129.00	AMZN MKTP US*HF5MX8K21 AM FOUNDATION SRP 2023
	00106144401304		US BANK	05/31/2023	85	05152023	963.60	SHERATON TECH SVC MEETINGS/CONFS
	22606064402306		US BANK	05/31/2023	85	05152023	66.35	AMZN MKTP US*514P80Z43 FOL 4E
	22606064807087		US BANK	05/31/2023	85	05152023	100.29	AMZN MKTP US*S11619403 FOUNDATION SUMMER RDG PRG
	00106124807085		US BANK	05/31/2023	85	05152023	179.95	AMZN MKTP US*H989H3863 JUVENILE
	22606064402306		US BANK	05/31/2023	85	05152023	569.75	AMZN MKTP US*X31EX1Z43 FOUND. SUMMER RDG PROGRAM
	00106144402307		US BANK	05/31/2023	85	05152023	559.86	PROVANTAGE ONE ELO TOUCHSCREEN MONIT

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00106124807085		US BANK	05/31/2023	85	05152023	494.90	AMZN MKTP US*HM89N0FJ1 JUVENILE
	22606064402306		US BANK	05/31/2023	85	05152023	68.55	QUILL CORPORATION TISSUES
	00106144401303		US BANK	05/31/2023	85	05152023	79.00	AMERICAN LIBRARY ASSOC TRAINING
	00106124807085		US BANK	05/31/2023	85	05152023	85.83	AMAZON.COM*HM03W6X00 AMZN JUVENILE
	22606064402306		US BANK	05/31/2023	85	05152023	60.49	ONEBOOKSHELF.COM FOL 4F
	22606064402306		US BANK	05/31/2023	85	05152023	241.20	SQ *CHEESY COW - MAC & CH STAFF LUNCH
	00106144401301		US BANK	05/31/2023	85	05152023	13.85	LA TAPANADE CONC H ORD TECH SVC TRAINING
	00106104402306		US BANK	05/31/2023	85	05152023	33.98	FARM & FLT OF DAVENPORT RIVERSHARE DELIVERY TOTES
	00106144807077		US BANK	05/31/2023	85	05152023	133.75	HBRSUBSCRIPTION PRINT SUBSCRIPTIONS
	22606064402306		US BANK	05/31/2023	85	05152023	23.80	AMZN MKTP US*0E3WV8MP3 FOL 4E
	00106144401301		US BANK	05/31/2023	85	05152023	16.93	LIFE MARKET KIOSK DEN TECH SVC TRAINING
LIBRARY	22606064402306		US BANK	05/31/2023	85	05152023	27.96	AMZN MKTP US*685LE00Q3 FOL 4E
	22106074402130		US BANK	05/31/2023	85	05152023	8,927.56	ENVISION WARE ENVISIONWARE
	00106144401301		US BANK	05/31/2023	85	05152023	20.00	VIA DELLA TECH SVC TRAINING
	00106144401301		US BANK	05/31/2023	85	05152023	16.97	MARKET PHX TECH SVC TRAINING
	22606064402306		US BANK	05/31/2023	85	05152023	11.33	ALDI 68079 FOL 2A 2023
	00106124807085		US BANK	05/31/2023	85	05152023	149.99	AMZN MKTP US*HF01F7DU2 JUVENILE
	22606064402306		US BANK	05/31/2023	85	05152023	405.00	UWCC REGISTRATIONS FOL 4A
	22606064402306		US BANK	05/31/2023	85	05152023	7.99	AMZN MKTP US*EN8YJ8AY3 AM FOL 4E
	00106124807085		US BANK	05/31/2023	85	05152023	192.18	AMAZON.COM*ED72N0K33 AMZN JUVENIILE
	00106144402306		US BANK	05/31/2023	85	05152023	87.03	AMZN MKTP US*FW95F2143 OFFICE SUPPLIES
	22606064402306		US BANK	05/31/2023	85	05152023	341.75	AMZN MKTP US*DL2PX7JV3 AM FOL 4E
LIBRARY	**- Total**						**21,205.91**	
PARKS & RECREATION	00107014421304		US BANK	05/31/2023	85	05152023	99.69	FOUNDRY PARKS TOUR LUNCH - K. RAD

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	56007154942111		US BANK	05/31/2023	85	05152023	30.60	AMERICAN WATER WORKS COMP GOLF MAINT
	00107404462307	FEST01	US BANK	05/31/2023	85	05152023	227.60	MENARDS DAVENPORT IA BETTENDORF BIRTHDAY PARTY
	00107034432342	REC005	US BANK	05/31/2023	85	05152023	8.00	COOKIES BY DESIGN # 080 STAFF RECOGNITION COOKIE
	00107054452307		US BANK	05/31/2023	85	05152023	57.60	PARTY CITY 5203 BETT PARK AND REC NIGHT P
	56007154942324		US BANK	05/31/2023	85	05152023	160.96	TIRE&TIRECHAINSALES TIRES
	56007154942307		US BANK	05/31/2023	85	05152023	29.26	K & K TRUE VALUE CONCRETE SCREWS
	00107014422306		US BANK	05/31/2023	85	05152023	37.44	VISTAPRINT KIM KIDWELL BUSINESS CARD
	00107034432342	REC026	US BANK	05/31/2023	85	05152023	32.09	DOMINO'S 1758 PIZZA FOR SOCCER REFEREES
	56007154942324		US BANK	05/31/2023	85	05152023	147.76	VAN WALL EQUIPMENT LEVER
	56007154942324		US BANK	05/31/2023	85	05152023	335.84	VAN WALL EQUIPMENT WORM GEAR
	00107034432307		US BANK	05/31/2023	85	05152023	60.93	OTC BRANDS INC PARKS AND REC NIGHT - TAB
PARKS & RECREATION	00107034432307	REC063	US BANK	05/31/2023	85	05152023	80.71	PAPA JOHNS #1921 PIZZA FOR PAINT PARTY 5/1
	00107054452307		US BANK	05/31/2023	85	05152023	10.00	CULLIGAN OF QUAD CITIES WATER DISPENSER RENTAL
	56007154942307		US BANK	05/31/2023	85	05152023	-231.40	MTI CREDIT FOR FLX55-6-5558
	00107034432307	REC061	US BANK	05/31/2023	85	05152023	60.98	TARGET 00005330 TRAILS GIFT BASKET ITEMS
	56007114942306		US BANK	05/31/2023	85	05152023	17.95	CLOUD COVER MUSIC NO COMMERCIAL MUSIC SERVI
	56007154942307		US BANK	05/31/2023	85	05152023	261.73	K & K TRUE VALUE PADLOCKS
	20607094502299		US BANK	05/31/2023	85	05152023	-135.79	WALLACE GARDEN CENTER CREDIT FOR TAX CHARGED
	00107034432307		US BANK	05/31/2023	85	05152023	13.75	K & K TRUE VALUE KEY COPY
	00107034432307	REC019	US BANK	05/31/2023	85	05152023	11.69	AMZN MKTP US*VY5NJ0MW3 DVDS FOR MOVIES IN THE PA
	00107034432307	REC075	US BANK	05/31/2023	85	05152023	18.00	DOLLAR GENERAL #10776 PAINT & PLANT SUPPLIES
	00107034432307		US BANK	05/31/2023	85	05152023	58.90	DOLLAR GENERAL #10776 BETT PARK AND REC NIGHT P
	00107014421304		US BANK	05/31/2023	85	05152023	-29.40	AWARDS UNL* IOWA PARKS REFUND FOR TAXES PAID FOR
	00107034432307	REC019	US BANK	05/31/2023	85	05152023	50.90	AMAZON.COM*0I7LW75E3 DVDS FOR MOVIES IN THE PA

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00107034432110		US BANK	05/31/2023	85	05152023	300.05	AMZN MKTP US*O086D20P3 CELL PHONE CASES USED ON
	00107014422214		US BANK	05/31/2023	85	05152023	37.44	VISTAPRINT JIM MARTENS BUSINESS CARD
	20607094502299		US BANK	05/31/2023	85	05152023	2,075.71	WALLACE GARDEN CENTER TREES FOR DOWNTOWN
	00107034432307		US BANK	05/31/2023	85	05152023	89.35	DOLLAR GENERAL #10776 SUPPLIES FOR BETT PARK AN
	00107054452307		US BANK	05/31/2023	85	05152023	209.00	MASS RESEARCH REVIEW FITNESS REVIEW JOURNAL -
	00107034432306		US BANK	05/31/2023	85	05152023	39.69	WM SUPERCENTER #1241 REC OFFICE SUPPLIES - HOO
	56007154942319		US BANK	05/31/2023	85	05152023	129.00	POGO TURFPRO IRRIGATION CLOUD SERVICE
	00107054452306		US BANK	05/31/2023	85	05152023	80.41	AMZN MKTP US*HM99A7VG1 OFFICE EQUIPMENT
	56007114942109		US BANK	05/31/2023	85	05152023	153.14	DTV*DIRECTV SERVICE SATELLITE TV
	00107404462307	FEST01	US BANK	05/31/2023	85	05152023	249.40	LOWES #00107* BETTENDORF 120TH BIRTHDAY
PARKS & RECREATION	20607094502299		US BANK	05/31/2023	85	05152023	809.97	WALLACE GARDEN CENTER TREES FOR MEDIANS
	00107014422214		US BANK	05/31/2023	85	05152023	386.05	IN *QUALITY GROUP LLC NEW LOGO T SHIRTS
	00107034432307	REC061	US BANK	05/31/2023	85	05152023	21.06	WALGREENS #5512 TRAILS GIFT BASKET ITEMS
	56007154942324		US BANK	05/31/2023	85	05152023	1,630.63	VAN WALL EQUIPMENT ELECTRIC MOTOR CONTROLLER
	56007154942324		US BANK	05/31/2023	85	05152023	270.96	REDEXIM NORTH AMERICA INC AERIFICATION TIRES
	00107034432307	REC061	US BANK	05/31/2023	85	05152023	26.96	HY-VEE BETTENDORF 1037 TRAILS GIFT BASKET ITEMS
	00107304432299	REC055	US BANK	05/31/2023	85	05152023	178.37	AMERICAN WATER WORKS COMP FROZEN LANDING WATER
	56007114942307		US BANK	05/31/2023	85	05152023	44.80	THE HOME DEPOT #2111 5 GALLON BUCKETS FOR RANG
	00107054452307		US BANK	05/31/2023	85	05152023	90.22	AMZN MKTP US*1Z5AX4V93 MAGAZINE RACK
	56007154942299		US BANK	05/31/2023	85	05152023	15.50	DUCK CREEK TIRE AND SVC I TIRE MOUNT
	00107054452307		US BANK	05/31/2023	85	05152023	7.00	DOLLAR GENERAL #10776 BINFOR MICE PROTECTION
PARKS & RECREATION - Total							**8,260.50**	
COMMUNITY DEVELPMENT	00130064161303		US BANK	05/31/2023	85	05152023	121.81	ENTERPRISE RENT-A-CAR RENTAL CAR
	00130064162307		US BANK	05/31/2023	85	05152023	19.72	THE HOME DEPOT #2111 DATA DROPS FOR BUILDING

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
COMMUNITY DEVELPMENT	00130064161303		US BANK	05/31/2023	85	05152023	100.00	INT'L CODE COUNCIL INC CERTIFICATE RENEWAL
	00130024532308		US BANK	05/31/2023	85	05152023	47.82	THE UPS STORE 2571 SHIPPING FEE
	00130064162306		US BANK	05/31/2023	85	05152023	74.07	AMAZON.COM*RE56I4S13 AMZN COFFEE CUPS
	00130064161303		US BANK	05/31/2023	85	05152023	41.56	BP#1656100COLONY POINT GAS
	00130064161304		US BANK	05/31/2023	85	05152023	85.62	HAPPY JOES PIZZA - 53 ILLOWA MEETING
	00130064161301		US BANK	05/31/2023	85	05152023	252.00	DPH REGULATORY PROGRAMS IOWA STATE PLUMBING
	00130064162307		US BANK	05/31/2023	85	05152023	68.47	VISTAPRINT BUSINESS CARDS
COMMUNITY DEVELPMENT - Total							**811.07**	
ECONOMIC DEVELOPMENT	00135034662214		US BANK	05/31/2023	85	05152023	12.83	DROPBOX*G9WM4PGNSBFV PROCUREMENT CARD PURCHASE
	00135034662106		US BANK	05/31/2023	85	05152023	19.96	UBER TRIP UBER RIDE POST DINNER
	00135034662214		US BANK	05/31/2023	85	05152023	27.54	HY-VEE BETTENDORF 1037 PROCUREMENT CARD PURCHASE
	00135034662106		US BANK	05/31/2023	85	05152023	7.99	LEE NEWS SUBSCRIPTION QC TIMES MONTHLY SUB
	00135034662214		US BANK	05/31/2023	85	05152023	493.20	UNITED 0162481393331 PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	19.00	UNITED 0169848323470 PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	94.83	WILD RIVER GRILLE DENICE ANGIE DINNER
	00135034662304		US BANK	05/31/2023	85	05152023	36.37	AMZN MKTP US*HV95Z3D31 INSURANCE FOR EQUIPMENT00
	00135034662214		US BANK	05/31/2023	85	05152023	493.20	AMERICAN AIR0012388010196 FLIGHT FROM RENO TO MLI
	00135034662214		US BANK	05/31/2023	85	05152023	29.13	SHUTTERFLY, INC. PRINTING AND PUBLISHING
	00135034662214		US BANK	05/31/2023	85	05152023	236.52	GRAND SIERRA RSRT&CASINO HOTEL FOR GSMCON
	00135034662299		US BANK	05/31/2023	85	05152023	18.19	4UP*PALMER HILLS GC BBN MEETING
	00135034662299		US BANK	05/31/2023	85	05152023	30.54	RIVERSIDE GRILLE 120TH BIRTHDAY PLANNING
	00135034662106		US BANK	05/31/2023	85	05152023	12.63	DUNKIN DONUT GROVE DFW MAY 5 BREAKFAST AIRPORT
	00135034662214		US BANK	05/31/2023	85	05152023	19.00	RESTREAM, INC. PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	493.20	AMERICAN AIR0012388038185 PROCUREMENT CARD PURCHASE

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	00135034662106		US BANK	05/31/2023	85	05152023	13.21	WENDYS #651 AIRPORT DINNER
	00135034662304		US BANK	05/31/2023	85	05152023	400.66	AMZN MKTP US*HV7RP48W2 DJI WIRELESS MICROPHONES
	00135034662214		US BANK	05/31/2023	85	05152023	15.00	EPIDEMIC SOUND AB PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	138.98	SOUTHWES 5262445977409 FLIGHT TO RENO FOR GSMCON
	00135034662299		US BANK	05/31/2023	85	05152023	60.33	SHELL OIL 57445022601 ENHANCE IOWA CAT GRANT
	00135034662299		US BANK	05/31/2023	85	05152023	12.00	SQ *HILTON GARDEN INN BBN MEETING
	00135034662214		US BANK	05/31/2023	85	05152023	61.43	MARICHUYS MEXICAN KIT PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	30.80	OHARE BAR & GRILL ORD PROCUREMENT CARD PURCHASE
	00135034662106		US BANK	05/31/2023	85	05152023	378.35	WESTIN (WESTIN HOTELS) HOTEL ROOM AFTER GSMCON
	00135034662106		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AI 0014413306896 CHECKED BAG
	00135034662214		US BANK	05/31/2023	85	05152023	31.82	JOHNNY ROCKETS RENO - 2ND PROCUREMENT CARD PURCHASE
ECONOMIC DEVELOPMENT	00135034662214		US BANK	05/31/2023	85	05152023	35.00	METROPOLITAN AIRPORT A PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	90.09	ADOBE *CREATIVE CLOUD PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	13.90	PICMONKEY PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	236.52	GRAND SIERRA RSRT&CASINO PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	57.77	VISTAPRINT JEFF REITER BUSINESS CARD
	00135034662214		US BANK	05/31/2023	85	05152023	35.00	UNITED 0169850648298 PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	19.00	UNITED 0169848323469 PROCUREMENT CARD PURCHASE
	00135034662299		US BANK	05/31/2023	85	05152023	26.99	LEE NEWS SUBSCRIPTION DIGITAL NEWSPAPER QC TIME
	00135034662214		US BANK	05/31/2023	85	05152023	44.20	AMAZON.COM*HF1CC3LO1 PROCUREMENT CARD PURCHASE
	00135034662106		US BANK	05/31/2023	85	05152023	82.29	GSR RIM DENICE ANGIE DINNER
	00135034662214		US BANK	05/31/2023	85	05152023	378.35	WESTIN (WESTIN HOTELS) PROCUREMENT CARD PURCHASE
	00135034662214		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AI 0014413370805 PROCUREMENT CARD PURCHASE
ECONOMIC DEVELOPMENT		**- Total**					**4,265.82**	

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
LEGAL	00140014631302		US BANK	05/31/2023	85	05152023	354.75	LEXISNEXIS PAYMENT CTR LEXIS NEXIS SUBSCRIPTION
LEGAL - Total							**354.75**	
CITY ADMINISTRATION	00141014602306		US BANK	05/31/2023	85	05152023	359.51	VISTAPRINT BUSINESS CARDS FOR
	00141014601304		US BANK	05/31/2023	85	05152023	358.40	HAMPTN INN DESMOINES APR LODGING RE IMFOA CONF.
	00141014601304		US BANK	05/31/2023	85	05152023	136.51	ENTERPRISE RENT-A-CAR TRANSPORTATION RE IMFOA
	00141014601304		US BANK	05/31/2023	85	05152023	138.19	TST* IOWA TAPROOM MEAL FOR STAFF RE APPT
	00141014601304		US BANK	05/31/2023	85	05152023	24.01	BP#5985346H & A MINI MAR GAS FOR RENTAL CAR RE
	00141014601304		US BANK	05/31/2023	85	05152023	58.83	STACK'S PANCAKE HOUSE WORKING LUNCH MEETING RE
	00141014602306		US BANK	05/31/2023	85	05152023	177.46	STAPLS7376274694000001 TONER CARTRIDGE FOR ENVEL
	00141014601304		US BANK	05/31/2023	85	05152023	13.76	KWIK STAR 29900002998 GAS FOR RENTAL CAR RE
	00141014602306		US BANK	05/31/2023	85	05152023	9.00	DOORS INC DAVENPORT FILE ROOM KEY FOR NEW
	00141014601302		US BANK	05/31/2023	85	05152023	41.72	WSJ/BARRONS SUBSCRIPTI MONTHLY SUBSCRIPTION
	00141014602306		US BANK	05/31/2023	85	05152023	65.64	AMZN MKTP US*F59C07J33 OFFICE SUPPLIES
	00141014601304		US BANK	05/31/2023	85	05152023	103.26	ENTERPRISE RENT-A-CAR TRANSPORTATION FOR THE
	00141014601304		US BANK	05/31/2023	85	05152023	22.47	THE GREEN OLIVE DES MOIN MEAL RE IMFOA CONFERENCE
	00141014602306		US BANK	05/31/2023	85	05152023	13.80	BETTENDORF OFFICE PRODUCT NOTARY SEALS
CITY ADMINISTRATION - Total							**1,522.56**	
HUMAN RESOURCES	00142014662342		US BANK	05/31/2023	85	05152023	209.10	SAMSCLUB #8238 EMPLOYEE TRAINING
	00142014661304		US BANK	05/31/2023	85	05152023	45.23	CASEYS #2769 FUEL FOR CITY VEHICLE
	00142014662306		US BANK	05/31/2023	85	05152023	-38.50	AMZN MKTP US AMZN.COM/BIL CREDIT FOR RETURN OF ITEM
	00142014662342		US BANK	05/31/2023	85	05152023	411.44	SAMS CLUB #8238 FOOD FOR EMPLOYEE
	00142014661304		US BANK	05/31/2023	85	05152023	111.00	RESIDENCE INN ANKENY LODGING FOR IPELRA
	00142014662308		US BANK	05/31/2023	85	05152023	12.72	THE UPS STORE 2571 POSTAGE TO RETURN TEST
	00142014662306		US BANK	05/31/2023	85	05152023	18.59	AMZN MKTP US*HV4XK1TF2 OFFICE SUPPLIES

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
HUMAN RESOURCES	00142014662213		US BANK	05/31/2023	85	05152023	743.14	INQUIREHIRE BACKGROUND SCREENS
	00142014662342		US BANK	05/31/2023	85	05152023	25.00	AMZN MKTP US*HV27Y8E51 BADGE HOLDERS
	00142014662342		US BANK	05/31/2023	85	05152023	386.40	JIMMY JOHNS - 632 LUNCH FOR SAFETY TRAINING
	00142014662342		US BANK	05/31/2023	85	05152023	16.66	HY-VEE BETTENDORF 1037 EMPLOYEE TRAINING
	00142014662342		US BANK	05/31/2023	85	05152023	11.71	SAMSCLUB #8238 SAMS MEMBERSHIP ADDITION
	00142014662342		US BANK	05/31/2023	85	05152023	27.95	HY-VEE BETTENDORF 1037 FOOD FOR EMPLOYEE
HUMAN RESOURCES - Total							**1,980.44**	
CAPITAL PROJECTS	40050504802307	PW0381	US BANK	05/31/2023	85	05152023	1,056.95	MENARDS MOLINE IL CONDUIT
	40050504802307	PW0381	US BANK	05/31/2023	85	05152023	3,430.43	MENARDS DAVENPORT IA CONDUIT
	40050504802307	PW0381	US BANK	05/31/2023	85	05152023	55.92	THE HOME DEPOT #2111 SPLIT BOLTS FOR CAMERA
	40050504802307	PW0522	US BANK	05/31/2023	85	05152023	1,689.90	AMZN MKTP US*HF0QM5VP2 POE'S FOR CAMERAS
	40050504802307	PW0381	US BANK	05/31/2023	85	05152023	2,059.41	MENARDS MOLINE IL CONDUIT FOR LIGHTS
	40050504802307	CD0105	US BANK	05/31/2023	85	05152023	4,396.30	B&H PHOTO 800-606-6969 CAMERA POOL
	40050504802307	PW0381	US BANK	05/31/2023	85	05152023	379.96	B&H PHOTO 800-606-6969 AIR FIBER
	40050504802304	CD0105	US BANK	05/31/2023	85	05152023	160.00	CDW GOVT #JL09264 NETWORK SWITCHES
	40050504802307	PW0381	US BANK	05/31/2023	85	05152023	1,997.24	MENARDS DAVENPORT IA CONDUIT AND GROUND RODS
	40050504802307	CD0105	US BANK	05/31/2023	85	05152023	89.98	BESTBUYCOM806762178585 ETHERNET SWITCH
	40050504802307	PW0562	US BANK	05/31/2023	85	05152023	180.91	IA DNR FEES AND PAYMENTS NPDES PERMIT FOREST GROVE
	40050504802307	CD0105	US BANK	05/31/2023	85	05152023	39.99	BESTBUYCOM806762180774 ETHERNET SWITCH
	40050504802304	CD0105	US BANK	05/31/2023	85	05152023	3,600.00	CDW GOVT #JM80028 NETWORK SWITCHES
	40050504802299	CD0107	US BANK	05/31/2023	85	05152023	155.98	AMAZON.COM*T207N16J3 AMZN LOCK BOXES
	40050504802307	CD0105	US BANK	05/31/2023	85	05152023	41.80	FS COM INC FIBER JUMPER
CAPITAL PROJECTS - Total							**19,334.77**	
FAMILY MUSEUM	55511014941303		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AIR0014412994367 CHECKED BAG

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Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	55511024942344		US BANK	05/31/2023	85	05152023	19.99	AMZN MKTP US*5B80Q93V3 HOSE CONNECTORS
	55511014942307		US BANK	05/31/2023	85	05152023	10.00	CULLIGAN OF QUAD CITIES WATER DISPENSER RENTAL
	55511024942332		US BANK	05/31/2023	85	05152023	16.58	AMZN MKTP US*HF2GB2KX2 DANCE SUPPLIES
	55511024942307		US BANK	05/31/2023	85	05152023	40.82	HY-VEE BETTENDORF 1037 ART STUDIO SUPPLIES
	55511014941304		US BANK	05/31/2023	85	05152023	737.58	MARRIOTT NEW ORLEANS HOTEL STAY FOR ACM CONFER
	55511054942306		US BANK	05/31/2023	85	05152023	264.50	STAPLS7608785799000001 OFFICE SUPPLIES
	55511024942106		US BANK	05/31/2023	85	05152023	169.82	LOWES #00107* SOIL FOR PLANTERS
	55511024942307		US BANK	05/31/2023	85	05152023	15.15	AMZN MKTP US*RO5Q72Y33 SUPPLIES FOR OUTREACH
	55511024942307		US BANK	05/31/2023	85	05152023	48.19	WAL-MART #5115 SPANISH COOKING SUPPLIES
	55511024942307		US BANK	05/31/2023	85	05152023	112.80	AMZN MKTP US*WI8BG1143 GENERAL EDUCATION SUPPLIE
	55511014941304		US BANK	05/31/2023	85	05152023	56.76	U PIZZA FOOD CONFERENCE
FAMILY MUSEUM	55511024941304		US BANK	05/31/2023	85	05152023	57.86	UBER TRIP UBER TO AIRPORT
	55511054942306		US BANK	05/31/2023	85	05152023	43.89	AMZN MKTP US*HV0F64ZW2 SIGN HOLDERS
	55511014941304		US BANK	05/31/2023	85	05152023	107.94	HAPPY JOES PIZZA - 04 PIZZA FOR STAFF TRAINING
	55511024942332		US BANK	05/31/2023	85	05152023	23.94	AMZN MKTP US*HM65W7TG2 DANCE SUPPLIES
	55511024942307		US BANK	05/31/2023	85	05152023	35.00	DOLLAR GENERAL #10776 SUPPLIES FOR OUTREACH
	55511024942332		US BANK	05/31/2023	85	05152023	-0.06	DISCOUNT DANCE SUPPLY DANCE SUPPLIES
	55511024942330		US BANK	05/31/2023	85	05152023	-46.71	WEISSMAN'S THEATRICAL SU COSTUME RETURN
	55511014942306		US BANK	05/31/2023	85	05152023	19.99	AMZN MKTP US*A90HG20B3 LAPTOP BAG
	55511024942330		US BANK	05/31/2023	85	05152023	53.09	WEISSMAN'S THEATRICAL SU COSTUME EXCHANGE
	55511024942307		US BANK	05/31/2023	85	05152023	58.96	AMZN MKTP US*JN2PM4Z33 GENERAL EDUCATION SUPPLIE
	55511054942306		US BANK	05/31/2023	85	05152023	45.99	STAPLS7608785799000002 OFFICE SUPPLIES
	55511024942307		US BANK	05/31/2023	85	05152023	1,175.02	DBC*BLICK ART MATERIAL STUDIO SUPPLIES
	55511014941303		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AIR0010287680431 CHECKED BAG

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	55511014941304		US BANK	05/31/2023	85	05152023	56.76	U PIZZA DINNER AT CONFERENCE
	55511014941303		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AIR0010287680438 CHECKED BAG
	55511024942140		US BANK	05/31/2023	85	05152023	19.39	K & K TRUE VALUE DIG ZONE SCREEN REBUILD
	55511014942307		US BANK	05/31/2023	85	05152023	34.95	CULLIGAN OF QUAD CITIES WATER
	55511014942306		US BANK	05/31/2023	85	05152023	26.99	AMZN MKTP US*YS12C2HK3 LAPTOP STAND
	55511014942306		US BANK	05/31/2023	85	05152023	22.59	AMZN MKTP US*HV8J74G31 REMOTE FOR LAP TOP
	55511024942309		US BANK	05/31/2023	85	05152023	29.99	WAITLIST ME, INC. STUDIO APP
	55511024942332		US BANK	05/31/2023	85	05152023	38.64	MCMASTER-CARR DANCE SUPPLIES
	55511014941303		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AIR0014412994368 CHECKED BAG
	55511014941304		US BANK	05/31/2023	85	05152023	737.58	MARRIOTT NEW ORLEANS HOTEL ACM CONFERENCE NEW
	55511024942332		US BANK	05/31/2023	85	05152023	20.97	AMZN MKTP US*HF1CD6KL1 DANCE SUPPLIES
FAMILY MUSEUM	55511024942332		US BANK	05/31/2023	85	05152023	59.90	HOBBY-LOBBY #0168 FLORALS FOR WISHING WELL
	55511024942309		US BANK	05/31/2023	85	05152023	250.00	NAEIR, INC. NAEIR MEMBERSHIP RENEWAL
	55511024941304		US BANK	05/31/2023	85	05152023	18.92	UBER TRIP UBER FROM MUSEUM TO HOTEL
	55511024942307		US BANK	05/31/2023	85	05152023	64.47	AMZN MKTP US*HV9KB2RR0 TREASURE CHESTS AND PICTU
	55511014942106		US BANK	05/31/2023	85	05152023	22.99	AMZN MKTP US*R97RK9J93 MOUSE TRAPS
	55511014941304		US BANK	05/31/2023	85	05152023	737.58	MARRIOTT NEW ORLEANS ACM CONFERENCE HOTEL ROOM
	55511024941304		US BANK	05/31/2023	85	05152023	18.94	UBER TRIP UBER FROM ART MUSEUM
	55511024942332		US BANK	05/31/2023	85	05152023	1,322.39	GROSH BACKDROPS & DRAPERY DANCE BACKDROP
	55511024941304		US BANK	05/31/2023	85	05152023	54.00	CURB SVC TAXI METAI TAX TO HOTEL FROM AIRPORT
	55511014941303		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AIR0010287680445 CHECKED BAG
	55511024942309		US BANK	05/31/2023	85	05152023	33.23	AMAZON.COM*HM1I48ZU2 AMZN SUPPLIES FOR STUDIO
	55511054942202		US BANK	05/31/2023	85	05152023	31.81	FACEBK 7S77KPPKR2 GROOVY GALA ADS
	55511024942307		US BANK	05/31/2023	85	05152023	23.98	AMZN MKTP US*XP7P11CO3 GENERAL EDUCATION SUPPLIE

City of Bettendorf Council AP - P-card, 06/20/2023 Meeting

Department	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	55511014941303		US BANK	05/31/2023	85	05152023	30.00	AMERICAN AIR0014412994369 CHECKED BAG
FAMILY MUSEUM	55511024942344		US BANK	05/31/2023	85	05152023	9.99	AMZN MKTP US*BR2V53X03 HOSE REPLACEMENT PARTS
	55511014942306		US BANK	05/31/2023	85	05152023	7.89	AMZN MKTP US*8Z03U1BA3 MOUSE FOR LAPTOP
FAMILY MUSEUM - Total							**6,891.05**	
Overall - Total							**179,573.28**	

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00106014402202		BULLSEYE DIRECT MAIL	06/08/2023	121638	16612	1,074.99	pages june-july 2023
00106014402306		BULLSEYE DIRECT MAIL	06/08/2023	121638	16605	278.00	envelopes
00106014402308		U.S. POSTAL SERVICE	05/17/2023	121389	2023PERMIT9 A	45.00	permit 9 difference
00106104402215		UNIQUE MANAGEMENT SERVICES INC.	06/08/2023	121664	6112001	41.20	april placements
00106124807076		PLAYAWAY PRODUCTS	06/08/2023	121660	429523	194.80	juvenile video
00106124807076		PLAYAWAY PRODUCTS	06/08/2023	121660	423471	24.99	juvenile video
00106124807085		AMAZON CAPITAL SERVICES INC.	06/08/2023	121633	1T76-M4XM-TV79	16.48	juvenile
00106124807085		AMAZON CAPITAL SERVICES INC.	06/08/2023	121633	1WN4-H6MP-HD1T	179.65	juvenile
00106124807085		BAKER & TAYLOR, INC.	06/08/2023	121636	2037518334	152.26	juvenile
00106124807085		BAKER & TAYLOR, INC.	06/08/2023	121636	2037518750	75.63	juvenile
00106124807085		BAKER & TAYLOR, INC.	06/08/2023	121636	2037550395	216.42	juvenile
00106124807085		BAKER & TAYLOR, INC.	06/08/2023	121636	2037526791	250.37	juvenile
00106124807085		BAKER & TAYLOR, INC.	06/08/2023	121636	2037551235	93.48	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62930625	5.17	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605052	25.28	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62924706	8.99	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605056	18.39	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929914	10.79	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62930623	14.49	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929925	14.37	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62931387	20.11	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929921	235.49	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67597854	20.96	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67597850	22.16	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62930628	10.92	juvenile

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929916	11.49	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67604173	13.92	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62930626	17.24	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605054	23.41	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928798	27.33	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928795	28.18	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67607299	16.14	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923160	7.79	JUVENILE
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929922	898.00	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67600226	19.27	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929923	83.90	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928275	10.34	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605050	21.59	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67600223	26.66	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67600221	11.04	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929918	97.12	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923161	54.00	JUVENILE
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67597853	10.92	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928278	113.46	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62925418	8.39	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929926	233.28	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67600228	38.62	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62924710	17.38	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62924708	11.49	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67604177	246.77	juvenile

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923159	9.75	JUVENILE
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62925419	1,207.59	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923163	25.27	JUVENILE
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928281	141.34	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928276	35.40	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928280	9.59	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923941	17.24	juvenile
00106124807085		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67604176	17.25	juvenile
00106124807085		LIBRARY IDEAS	06/08/2023	121652	98722	845.76	juvenile
00106124807085		OVERDRIVE	06/08/2023	121658	05530DA23130773	39.99	juvenile
00106124807085		OVERDRIVE	06/08/2023	121658	05530CO23148545	2,174.01	juvenile
00106124807085		OVERDRIVE	06/08/2023	121658	05530DA23142614	35.00	juvenile
00106124807085		OVERDRIVE	06/08/2023	121658	05530CO23155915	2,547.87	juvenile
00106124807085		PENWORTHY CO.	06/08/2023	121659	0590370-IN	258.44	juvenile
00106124807086		BAKER & TAYLOR, INC.	06/08/2023	121636	H65140090	25.47	juvenile audio
00106124807086		BAKER & TAYLOR, INC.	06/08/2023	121636	H64942470	36.50	juvenile audio
00106124807086		BAKER & TAYLOR, INC.	06/08/2023	121636	H65003051	14.44	juvenile audio
00106124807086		BAKER & TAYLOR, INC.	06/08/2023	121636	H65212230	8.49	juvenile audio
00106124807086		BAKER & TAYLOR, INC.	06/08/2023	121636	H65003050	12.74	juvenile audio
00106124807086		BAKER & TAYLOR, INC.	06/08/2023	121636	H64861600	49.25	juvenile audio
00106124807086		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605049	118.16	juvenile audio
00106144401301		MULCRONE, CARINA	06/08/2023	121655	051023	38.32	tech svc training
00106144401301		MULCRONE, CARINA	06/08/2023	121655	05132023A	35.00	tech svc training
00106144401301		MULCRONE, CARINA	06/08/2023	121655	05132023	20.00	tech svc training
00106144401304		NOBLE, CODY	06/08/2023	121656	222	8.44	info meetings/conferences

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00106144401304		NOBLE, CODY	06/08/2023	121656	216	8.44	info meetings/conferences
00106144401304		NOBLE, CODY	06/08/2023	121656	8771	16.72	info meetings/conferences
00106144401304		NOBLE, CODY	06/08/2023	121656	04252023	216.15	mileage mtgs and confs
00106144401304		NOBLE, CODY	06/08/2023	121656	NQRU - 711	363.28	info meetings/conferences
00106144402220		OVERDRIVE	06/08/2023	121658	MR0553023133072	740.90	marc records - consortium
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503730257	82.46	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503712271	320.86	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503826022	419.11	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503686147	261.65	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503801722	104.46	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503791887	103.45	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503686146	61.47	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503836475	68.64	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503758823	311.87	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503736780	62.64	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503758825	20.99	adult video
00106144807076		MIDWEST TAPE EXCHANGE	06/08/2023	121654	503826021	74.97	adult video
00106144807077		OUR IOWA	06/08/2023	121657	OURIOWA2023	24.98	print subscriptions
00106144807078		DEARREADER.COM	06/08/2023	121643	INV-34596	275.00	electronic resources
00106144807078		LOGO PRO, LLC	06/08/2023	121653	21843	470.29	electronic resources
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67602987	14.37	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923158	20.37	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62924709	99.22	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67607300	518.62	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62930624	32.20	adult nonfiction

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67600222	53.79	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62921958	13.80	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62931385	14.97	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928277	236.47	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62921961	32.21	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62924705	39.23	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923162	33.39	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928808	1,184.78	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62920396	20.24	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929919	141.77	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923940	62.10	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929917	100.78	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62919496	145.45	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67600227	19.51	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67597849	40.00	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929920	34.97	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67604174	10.17	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62918322	1,499.37	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928796	209.81	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923939	29.96	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62920399	16.09	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67597855	397.87	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67602985	17.99	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62921965	206.43	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62920872	69.57	adult nonfiction

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928273	21.69	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605053	34.76	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928794	51.19	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62919502	403.95	adult nonfiction
00106144807080		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62925416	14.99	adult nonfiction
00106144807080		OVERDRIVE	06/08/2023	121658	05530DA23133464	65.00	adult nonfiction
00106144807080		OVERDRIVE	06/08/2023	121658	05530CO23141877	869.29	adult nonfiction
00106144807080		OVERDRIVE	06/08/2023	121658	05530DA23130772	185.54	adult nonfiction
00106144807080		OVERDRIVE	06/08/2023	121658	05530DA23142613	65.00	adult nonfiction
00106144807081		AMAZON CAPITAL SERVICES INC.	06/08/2023	121633	1GWK-61FG-C16D	15.99	adult fiction
00106144807081		AMAZON CAPITAL SERVICES INC.	06/08/2023	121633	1TQF-WK6Y-LC3J	13.99	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81203506	76.47	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81204071	48.73	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81120386	160.44	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81204255	41.23	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81067938	41.23	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81067107	50.98	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81067730	47.98	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81125189	200.18	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81131902	54.73	adult fiction
00106144807081		GALE GROUP, THE	06/08/2023	121645	81120287	191.93	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67597851	18.39	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67607298	33.39	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67600224	29.99	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67602984	37.00	adult fiction

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62919498	21.60	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605048	34.16	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67602988	309.14	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62919495	34.72	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62923942	1,352.17	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62919499	228.06	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929924	258.19	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928279	273.99	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928274	320.49	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62920869	10.19	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67600225	47.51	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67597852	26.59	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605051	32.76	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67604175	9.57	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67605055	18.05	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62930627	21.58	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62921963	83.25	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62931386	16.67	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62925417	29.19	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62924711	322.90	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62920397	10.19	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62929915	74.71	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928797	28.63	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67602986	27.19	adult fiction
00106144807081		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62924707	123.16	adult fiction

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00106144807081		OVERDRIVE	06/08/2023	121658	05530DA23165158	157.49	adult fiction
00106144807083		HAROLD B. LEE LIBRARY	06/08/2023	121647	HL10708	15.00	reference ILL
00106144807085		AMERICAN CHAMBER OF COMMERCE	06/08/2023	121634	131252	161.00	hr simple reference
00106144807086		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67607099	241.20	adult audio
00106144807086		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67607100	118.02	adult audio
00106144807086		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67598760	98.39	adult audio
00106144807086		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67598761	151.68	adult audio
00106144807086		KANOPY	06/08/2023	121649	348402-PPU	380.00	adult audio
00106144807086		OVERDRIVE	06/08/2023	121658	05530DA23158020	203.02	adult audio
00106144807086		OVERDRIVE	06/08/2023	121658	05530DA23150373	227.54	adult audio
00106144807086		OVERDRIVE	06/08/2023	121658	05530CO23141891	578.97	adult audio
00106144807086		PLAYAWAY PRODUCTS	06/08/2023	121660	426864	650.65	adult audio
00106144807086		PLAYAWAY PRODUCTS	06/08/2023	121660	428161	75.99	adult audio
00106144807086		PLAYAWAY PRODUCTS	06/08/2023	121660	429672	473.43	adult audio
22606064402306		AMAZON CAPITAL SERVICES INC.	06/08/2023	121633	166F-19J1-VT9C	307.35	fol 5f
22606064402306		ARAMARK - CHICAGO	06/08/2023	121635	6150185654	59.96	first aid
22606064402306		ARAMARK - CHICAGO	06/08/2023	121635	6150182128	59.96	first aid
22606064402306		ARAMARK - CHICAGO	06/08/2023	121635	6150178718	59.96	first aid cabinet
22606064402306		BERNS, LUCAS	06/08/2023	121637	FOL2A	21.40	fol 2a 2020
22606064402306		BULLSEYE DIRECT MAIL	06/08/2023	121638	16611	50.00	comment cards
22606064402306		CLINTON PUBLIC LIBRARY	06/08/2023	121639	GUZZO 0508	35.00	reimburse library
22606064402306		CONFERENCE TECHNOLOGIES, INC	06/08/2023	121640	ST231100123	687.50	conference rm a/v tech
22606064402306		CROWDER, APRIL	06/08/2023	121641	FOL 1A	11.98	fol 1a
22606064402306		CROWDER, APRIL	06/08/2023	121641	FOL 5G	915.00	fol 5g instructor honorarium
22606064402306		DAVENPORT PUBLIC LIBRARY	06/08/2023	121642	EBERHART 0501	12.00	reimburse library

City of Bettendorf Library Accounts Payable, 06/08/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
22606064402306		DAVENPORT PUBLIC LIBRARY	06/08/2023	121642	BOWER 0518	19.00	reimburse library
22606064402306		DAVENPORT PUBLIC LIBRARY	06/08/2023	121642	COLLINS 0429	5.00	reimburse library
22606064402306		DAVENPORT PUBLIC LIBRARY	06/08/2023	121642	MCFARLAND 0518	15.00	reimburse library
22606064402306		DUFFEE, JOSHUA	06/08/2023	121644	FOL 2A	225.00	fol 2a 2020
22606064402306		GARROW, CHRISTINE	06/08/2023	121646	05082023	14.96	fol 4e
22606064402306		GARROW, CHRISTINE	06/08/2023	121646	FOL 2E B	11.77	fol 2e
22606064402306		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	67607301	298.35	fol 5f
22606064402306		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62928809	222.15	fol 5f
22606064402306		KEHOE, CRYSTAL	06/08/2023	121650	FOL 12B	30.76	fol 12b
22606064402306		LECLAIRE COMMUNITY LIBRARY	06/08/2023	121651	SHEPHERD	29.00	reimburse library
22606064402306		LECLAIRE COMMUNITY LIBRARY	06/08/2023	121651	HENTRICH 0412	20.00	reimburse library
22606064402306		LECLAIRE COMMUNITY LIBRARY	06/08/2023	121651	SHAEFFER 0422	8.00	reimburse library
22606064402306		OVERDRIVE	06/08/2023	121658	05530CO23142018	289.98	fol 9k
22606064402306		SCHOLASTIC, INC.	06/08/2023	121661	49826551	1,245.25	fol 4f
22606064402306		SCOTT COMMUNITY COLLEGE	06/08/2023	121662	MOSBRUCKER 0504	18.75	reimburse library
22606064402306		ST. LOUIS COUNTY LIBRARY	06/08/2023	121663	139777791	19.99	reimburse library
22606064402362		INGRAM LIBRARY SERVICES, LLC	06/08/2023	121648	62918321	20.25	adopted author
Overall - Total						**36,887.68**	

City of Bettendorf Parks Accounts Payable, 06/20/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
00105724422299		MILLENNIUM WASTE, INC.	06/21/2023	121803	3514565T081	105.00	DUMPSTER - VMP SPECIAL EV ENTS
00105724422299		MILLENNIUM WASTE, INC.	06/21/2023	121803	3514030T081	430.00	DUMPSTER - CC PARK SOFTBA LL TOURNAMENTS
00105724422299		PS3 ENTERPRISES, INC	06/21/2023	121807	148925	265.00	PORTA POTS - VMP
00107034432233	REC005	DORTCH, HENRY	06/07/2023	121622	05312023	1,260.00	MAY UMPIRE PAYMENT
00107034432233	REC007	DORTCH, HENRY	06/07/2023	121622	05312023A	480.00	MAY UMPIRE PAYMENT
00107034432233	REC007	GILLASPIE, MATTHEW	06/07/2023	121623	05312023	90.00	MAY UMPIRE PAYMENT
00107034432233	REC005	LOHMAN, JONATHAN	06/07/2023	121625	05312023	840.00	MAY UMPIRE PAYMENT
00107034432233	REC005	MITCHELL, DYLAN	06/07/2023	121626	05312023	120.00	MAY UMPIRE PAYMENT
00107034432233	REC005	RAMIREZ, JOSE	06/07/2023	121628	05312023	120.00	MAY UMPIRE PAYMENT
00107034432233	REC007	ROHRER, KENT	06/07/2023	121629	05312023A	210.00	MAY UMPIRE PAYMENT
00107034432233	REC005	ROHRER, KENT	06/07/2023	121629	05312023	720.00	MAY UMPIRE PAYMENT
00107034432233	REC005	STOLZE, JEFFREY	06/07/2023	121630	05312023	360.00	MAY UMPIRE PAYMENT
00107034432233	REC007	STOLZE, JEFFREY	06/07/2023	121630	05312023A	180.00	MAY UMPIRE PAYMENT
00107034432233	REC005	TAYLOR, DAMOND	06/07/2023	121631	05312023	480.00	MAY UMPIRE PAYMENT
00107034432233	REC007	TAYLOR, DAMOND	06/07/2023	121631	05312023A	360.00	MAY UMPIRE PAYMENT
00107034432299	REC066	BRAVE WORKS	06/14/2023	121666	053123	3,250.00	TUMBLING INSTR PAYMENT
00107034432299	REC031	DAN PATRICK, LLC	06/14/2023	121667	022823	8,240.00	80% SUMMER/OUTDOOR LESSON
00107034432299	REC031	DAN PATRICK, LLC	06/14/2023	121667	043023	13,028.00	80% SUMMER/OUTDOOR LESSON
00107034432299	REC031	DAN PATRICK, LLC	06/14/2023	121667	033123	7,316.80	80% SUMMER/OUTDOOR LESSON
00107034432299	REC026	JACOBY, EMLYN	06/07/2023	121624	060323	625.00	SPRING SOCCER PM 5/21-6/3
00107034432299		KNOWLES, THOMAS R	06/14/2023	121668	06142023	2,500.00	BAND DIRECTOR PAYMENT
00107034432299	REC009	LITTLE SWEETS CAKE DESIGN	06/14/2023	121669	053123	825.00	CAKE CLASS 5/13
00107034432299	REC070	MCNAMARA, LINDA	06/14/2023	121670	053123	160.00	GOLDEN FIT INSTRUCTOR
00107054452307		BETTENDORF N & S LOCK INC.	06/14/2023	121665	57692	158.25	TROPHY CASE REPAIR & KEYS
56000002012600		PETTY CASH - PARK BOARD	06/21/2023	121806	032723	18.00	TIP REPLACEMENT

City of Bettendorf Parks Accounts Payable, 06/20/2023 Meeting

Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
56007114941301		WADDELL, JON	06/07/2023	121632	27026619-2023	538.75	PGA MEMBERSHIP DUES
56007114942110		CENTURY LINK	06/21/2023	121799	5633328703MAY	116.55	TELEPHONE 4/16-5/15
56007114942110		CENTURY LINK	06/21/2023	121799	5633328703APR	117.29	TELEPHONE 3/16-4/15
56007114942215	PHG014	A & A A/C & REFRIGERATION, INC.	06/21/2023	121798	23MAY05511	175.00	ICE MACHINE RENT - MAY
56007114942326	PHG014	COCA-COLA ATLANTIC BOTTLING CO	06/21/2023	121800	3960782	75.04	POP FOR RESALE
56007114942326	PHG014	COCA-COLA ATLANTIC BOTTLING CO	06/21/2023	121800	3967446	74.32	POP FOR RESALE
56007114942327	PHG014	IOWA BEVERAGE SYSTEMS INC	06/21/2023	121802	W-4729700	51.50	BEER FOR RESALE
56007114942327	PHG014	7G DISTRIBUTING LLC	06/21/2023	121809	148834	109.00	BEER FOR RESALE
56007114942327	PHG014	7G DISTRIBUTING LLC	06/21/2023	121809	146379	81.85	BEER FOR RESALE
56007154942307		MTI DISTRIBUTING	06/21/2023	121804	1379785-00	653.76	IRRIGATION REPAIRS
56007154942307		MTI DISTRIBUTING	06/21/2023	121804	1379785-01	204.75	IRRIGATION REPAIRS
56007154942324		MULGREW OIL & PROPANE	06/07/2023	121627	1304954	1,353.17	DIESEL FUEL
56007154942324		MULGREW OIL & PROPANE	06/21/2023	121805	1294959	858.35	GASOLINE
56007154942324		MULGREW OIL & PROPANE	06/21/2023	121805	1294960	1,256.95	DIESEL FUEL
57505254942101	2300PL	HOMETOWN PLG & HTG CO INC	06/21/2023	121801	69701	2,558.37	DRAIN POOL AND MANHOLE
57505254942101	2300PL	WASTE COMMISSION OF SCOTT CO.	06/21/2023	121808	59198	236.50	HAZARDOUS WASTE DISPOSAL
Overall - Total						**50,602.20**	

City of Bettendorf Revenues by Month	May-23
Property Taxes	284,138.95
Other City Taxes	247,684.04
Special Assessments	285.00
Licenses & Permits	100,139.45
Intergovernmental	641,683.84
Charges For Services	758,490.62
Miscellaneous Revenues	12,238.02
Use Of Money	-
Total Revenues	2,044,659.92