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, SEPTEMBER 3, 2024
6:15 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. RECOGNITION

- Quad Cities Corporate Games Trophy – 1st Place in Division
- Quad Cities Corporate Games, Impact Life Blood Donation Challenge – 1st Place in Division
- Quad Cities Corporate Games MVP's – Kaytlyn Jansen, Police Department & Dana Burke, Community Development Department
- Serving with Excellence Award – Greg Manley, Public Works Department

II. CONSENT AGENDA ITEMS

- Resolution approving the site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition, submitted by Kevin Koellner for Focus Real Estate Development (Case 24-057) – Community Development Director Mark Hunt ***(Consent Q)***

- Resolution approving the site development plan for proposed Lot 1, Competition Corner First Addition, submitted by Laura Ezikian for Quad City Bank & Trust (Case 24-058) – Community Development Director Mark Hunt ***(Consent R)***

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 FOUR (4) HOURS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE.

CITY OF BETTENDORF CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL

TUESDAY, SEPTEMBER 3, 2024
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 Pastor Richard Pokora of All Saints Lutheran Church

4. **PROCLAMATION**
   Suicide Prevention Month and Suicide Prevention Week, September 8-14, 2024

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

6. **ORDINANCE**
   Council Member Brown to present the second reading of an ordinance amending Bettendorf City Code Section 6-1-285 "Speed Restrictions" by reducing the speed limit to 40 miles per hour on Criswell Street from Forest Grove Drive to Valley Drive

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 FOUR (4) HOURS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE.

7. **ORDINANCE**

   Council Member Jager to present the third and final reading of an ordinance amending Bettendorf City Code Section 8-1-1 "Water Well Construction Permit" by adding a LUST site at 1101 Devils Glen Road

8. **CONSENT AGENDA**

9. **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 FOUR (4) HOURS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE.

CONSENT AGENDA
SEPTEMBER 3, 2024

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 August 20, 2024 (Approve and Adopt)

B. Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of, not to exceed $9,5000,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City thereunder. (Approve and Adopt)

C. Resolution authorizing an amendment to the Oracle America, Inc. Ordering Document for time and materials, not to exceed $45,842. (Approve and Adopt)

D. Resolution making award of construction contract for the Spencer Creek Lift Station Improvements Bid Package No. 1 – Lift Station Project. (Approve and Adopt)

E. Resolution making award of construction contract for the Spencer Creek Lift Station Improvements Bid Package No. 2 – Force Main Project. (Approve and Adopt)

F. Resolution awarding the contract and approving the contract and bond for the Gateway Pedestrian Bridge Trails – Phase 1 Project. (Approve and Adopt)

G. Resolution setting the date for a public hearing regarding the sale of city owned property for the I-80 and Middle Road Interchange Project. (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 FOUR (4) HOURS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE.

H. Resolution authorizing the Director of Public Works to issue a purchase order to Barron Equipment Company, Inc. for gate controllers at City Hall. (Approve and Adopt)

I. Resolution approving and recertifying the Agency Safety Plan for City of Bettendorf Transit. (Approve and Adopt)

J. Resolution ordering the installation of streetlights in Hopewell Farms 3rd Addition. (Approve and Adopt)

K. Resolution approving a Professional Services Agreement with Olsson Engineering for traffic signal design at the intersection of Hopewell Avenue and Devils Glen Road. (Approve and Adopt)

L. Resolution authorizing the Director of Public Works to issue a purchase order to Manatts for the Kiwanis Pickleball Court repair project. (Approve and Adopt)

M. Resolution authorizing the Director of Public Works to issue a purchase order to Johnson Controls for building management software and hardware upgrades. (Approve and Adopt)

N. Resolution setting a date for a public hearing on the rezoning of property generally located south of Forest Grove Drive, west of Middle Road, and north of Hopewell Avenue, A-1, Agricultural/ Urban Reserve District to UHI Urban High Intensity, submitted by Genesis Health System (Case 24-052). (Approve and Adopt)

O. Resolution approving the final plat of Wilderness Pointe Third Addition, submitted by Luke Miller (Case 24-055). (Approve and Adopt)

P. Resolution approving the final plat of FG 80 Holdings Fifth Addition (Replat), submitted by Middle & Forest Grove, LLC (Case 24-056). (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 FOUR (4) HOURS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE.

Q. Resolution approving a site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition, submitted by Kevin Koeller for Focus Real Estate Development (Case 24-057). (Approve and Adopt)

R. Resolution approving a site development plan for Lot 1, Competition Corner First Addition, submitted by Laura Ezikian for Quad City Bank & Trust (Case 24-058). (Approve and Adopt)

S. Resolution to a approve settlement and Release. (Approve and Adopt)

T. Resolution approving the Civil Service List submitted for the Building Maintenance Assistant position in the Public Works Department. (Approve and Adopt)

U. Resolution approving the Civil Service List submitted for the Community Engagement Specialist position in the Economic Development Department. (Approve and Adopt)

V. Resolution approving an annual mobile food unit license for Here's the Scoop. (Approve and Adopt)

W. Resolution approving alcohol license renewals and requests for Sports Fans Pizza, Central Standard, Expo Liquor, Kwik Trip #1039 (Middle Rd location), Ting's Asian Fusion, Edison's Raw Bar, Twin Span Brewing, and Live Uncommon. (Approve and Adopt)

X. 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 FOUR (4) HOURS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE.

OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, *the cities of Bettendorf, Iowa, and Moline, Illinois are members of the Quad City Health Initiative and both cities have participated in the Quad Cities Behavioral Health Coalition; and*

WHEREAS, *the month of September 2024 is National Suicide Prevention month and the week of September 8 – 14, 2024 is National Suicide Prevention Week; and*

WHEREAS, *the city of Moline's Parks and Recreation Department is implementing suicide prevention protocol and training; and*

WHEREAS, *the city of Bettendorf's Police Department has implemented a police patch for Mental Health Awareness featuring two ribbons, one green for mental health awareness and one purple and teal for suicide prevention; and*

WHEREAS, *in recognition of suicide prevention, the city of Moline will host a 2 mile walk over the I-74 bridge, 'Walk for Zero Suicide' on September 7, 2024.*

NOW, THEREFORE, *I, Robert S. Gallagher, Mayor, of the City of Bettendorf do hereby proclaim the* ***MONTH OF SEPTEMBER 2024*** *as*:

"SUICIDE PREVENTION MONTH"

and the week of ***SEPTEMBER 8-14, 2024***, *as*:

"SUICIDE PREVENTION WEEK"

in the City of Bettendorf, and direct the bridge to be lit on September 6th and 7th in the colors of purple and teal in recognition of suicide prevention and encourage all citizens to participate in Walk for Zero Suicide on September 7, 2024, helping all communities to eventually have zero suicides.

DATED *this 3rd day of September 2024*

_____

Mayor Robert S. Gallagher

COUNCIL LETTER

MEETING DATE: August 20, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Ordinance amending the Bettendorf City Code Section 6-1-285 "Speed Restrictions" by reducing the speed limit to 40 miles per hour on Criswell Street from Forest Grove Drive to Valley Drive.

Explanation
With the recent resurfacing project now being substantially complete and traffic re-opened, Criswell Street is experiencing a noticeable increase in speed. The previous rural sealcoat surface largely prevented drivers from excessive speeds, but the new asphalt driving surface has changed that. Criswell has also seen a continued increase in traffic with several new residential developments coming online, with more developments under construction.

Given those observations, staff is recommending reducing the speed limit from 45 miles per hour to 40 miles per hour for the entire length of Criswell Street. This would align with other high volume roads in the area including Middle Road, Forest Grove Drive and Devils Glen Road. All have been reduced in recent years to 40 miles per hour as the City continues to grow to the northeast.

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

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
The cost of publication and the erection of signs.

List Attachments
Ordinance.

ORDINANCE NO. _____-24

ORDINANCE AMENDING THE BETTENDORF CITY CODE SECTION 6-1-285 "SPEED RESTRICTIONS" BY REDUCING THE SPEED LIMIT TO 40 MILES PER HOUR ON CRISWELL STREET FROM FOREST GROVE DRIVE TO VALLEY DRIVE

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 6-1-285 (B-8) entitled, "Speed Restrictions" is hereby amended by **adding** thereto the following:

Criswell Street from Forest Grove Drive to Valley Drive, 40 miles per hour

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

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

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

Passed, Approved and Adopted this _____ day of _____, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: August 6, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Ordinance amending Bettendorf City Code Section 8-1-1 "Water Well Construction Permit" by adding a LUST site at 1101 Devils Glen Road.

Explanation
City Code Section 8-1-1 currently prohibits the construction of any potable or non-potable water well within a thousand feet (1,000') of any Leaking Underground Storage Tank (LUST) sites. There are currently two (2) locations identified within the ordinance, both being dowtown. There is an additional location at 1101 Devils Glen Road that the Iowa Department of Natural Resources (IDNR) has requested we add to this list to prevent any well construction or possible contamination. This LUST site is being actively monitored by Seneca Companies, with the intent of obtaining an No Further Action designation for which this ordinance change will help.

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

List Attachments
Ordinance.

ORDINANCE NO. _____-24

ORDINANCE AMENDING BETTENDORF CITY CODE SECTION 8-1-1 "WATER WELL CONSTRUCTION PERMIT" BY ADDING A LUST SITE AT 1101 DEVILS GLEN ROAD

Section One: Be It Enacted by the City Council of the city of Bettendorf, Iowa, that Bettendorf City Code Section 8-1-1 is hereby deleted in its entirety and replaced with the following:

Permit Required: No person shall drill or construct a drinking water or nondrinking water well for use within the following described areas in Bettendorf, Iowa, unless a permit has been issued by the Scott County health department: The area known as "1837 State Street, LUST #8LTL71, UST registration #9017085, within 1,000 feet (MW-3)", the area known as "1740 State Street, LUST # 9LTB51, UST registration # 198600808, within 1,000 feet (MW-5) and the area known as "1101 Devils Glen Road, LUST #8LTB06, UST registration #198912210 (MW-16).

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

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

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

Passed, Approved and Adopted this _____ day of _____, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES

AUGUST 20, 2024

The City Council of Bettendorf, Iowa met in regular session on August 20, 2024, 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, Jager, Sechser, Baden, Naumann, Palczynski
Presiding: Mayor Robert S. Gallagher

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

FIREFIGHTER SWEARING IN CEREMONY

Mayor Gallagher swore in six new Firefighters: Joseph Bock, Justine Goulder, Brett Schneckloth, Alexander Feldmann, Nathaniel Lang, and Simon Reichert and three rank promotions Bill McDonald to Assistant Chief, Todd Akers to Captain, and Brian Moriarty to Lieutenant.

RECOGNITION

Mayor Gallagher presented the Bettendorf High School Girls Softball Team and their Coach Amanda (Ray) Hughes and Assistant Coaches Zach Miller and Peggy Klingler with a plaque for their accomplishment as this year's 2024 IGHSAU Class 5A Girls State Softball Champions.

PUBLIC REQUESTS OF COUNCIL

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

PUBLIC HEARING REGARDING THE SPENCER CREEK LIFT STATION IMPROVEMENTS PROJECT BID PACKAGE NO. 1 – LIFT STATION PROJECT

City Engineer Brent Morlok gave an explanation of the resolution at Committee of the Whole last evening. Mayor Gallagher asked for any discussion. 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 Naumann presented a resolution approving the plans, specifications, form of contract, and estimate of cost for the Spencer Creek Lift Station Improvements Project Bid

Package No. 1 – Lift Station Project, and made a motion to approve the resolution as presented. Council Member Jager seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); Jager (aye); and Naumann (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE SPENCER CREEK LIFT STATION IMPROVEMENTS PROJECT BID PACKAGE NO. 2 – FORCE MAIN PROJECT

City Engineer Brent Morlok gave an explanation of the resolution at Committee of the Whole last evening. Mayor Gallagher asked for any discussion. 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 Brown presented a resolution approving the plans, specifications, form of contract, and estimate of cost for the Spencer Creek Lift Station Improvements Project Bid Package No. 2 – Force Main Project, and made a motion to approve the resolution as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); Jager (aye); and Naumann (aye). The motion passed unanimously.

RESOLUTIONS AWARDING THE CONSTRUCTION CONTRACTS FOR THE SPENCER CREEK LIFT STATION IMPROVEMENTS BID PACKAGE NO. 1 – LIFT STATION PROJECT, AND BID PACKAGE NO. 2 – FORCE MAIN PROJECT

During the Committee of the Whole meeting last evening, Council Member Adamson made a motion to remove the resolutions awarding the construction contracts for the Spencer Creek Lift Station Improvements Bid Package No. 1 and No. 2 and bring them forward at the September 3, 2024 meeting since one of the potential vendors still needed to be vetted. Council Member Brown seconded the motion. Viva Voce indicated all ayes and the motion passed unanimously.

PUBLIC HEARING REGARDING THE GATEWAY PEDESTRIAN BRIDGE TRAILS – PHASE 1 PROJECT

Mayor Gallagher asked for any discussion. 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 plans, specifications, and form of contract for the Gateway Pedestrian Bridge Trails – Phase 1 Project, 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 Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); Jager (aye); and Naumann (aye). The motion passed unanimously.

RESOLUTION REGARDING A TRANSFER OF FUNDS FOR VARIOUS COMMUNITY IMPROVEMENTS PROGRAM PROJECTS

City Engineer Brent Morlok gave an explanation of the resolution at Committee of the Whole last evening. Council Member Adamson presented a resolution authorizing a transfer of funds for various Community Improvement Program projects, and made a motion to approve the resolution as presented. Council Member Palczynski seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); Jager (aye); and Naumann (aye). The motion passed unanimously.

ORDINANCE – FIRST READING AMENDING BETTENDORF CITY CODE SECTION 6-1-285 'SPEED RESTRICITIONS BY REDUCING THE SPEED LIMIT TO 40 MILES PER HOUR ON CRISWELL STREET FROM FOREST GROVE DRIVE TO VALLEY DRIVE

Council Member Baden presented the first reading of an ordinance amending the Bettendorf City Code 6-1-285 'Speed Restrictions' by reducing the speed limit to 40 miles per hour on Criswell Street from Forest Grove Drive to Valley Drive, and made a motion to approve the ordinance at its first reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); Jager (aye); and Naumann (aye). The motion passed unanimously.

ORDINANCE – SECOND READING AMENDING BETTENDORF CITY CODE TITLE 8, CHAPTER 4, FOR THE PURPOSE OF ESTABLISHING THE DOWNTOWN BETTENDORF SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT (SSMID) BOUNDARY AND TERM

Council Member Sechser presented the second reading of an ordinance amending Bettendorf City Code Title 8, Utilities and Services, Chapter 4, Self-Supported Municipal Improvement District, for the purpose of establishing the downtown Bettendorf Self-Supported Municipal Improvement District Boundary and Term, 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 Sechser (aye); Baden (aye); Palczynski (aye); Adamson (aye); Brown (aye); Jager (aye); and Naumann (aye). The motion passed unanimously.

ORDINANCE – SECOND READING AMENDING BETTENDORF CITY CODE SECTION 8-1-1 'WATER WELL CONSTRUCTION PERMIT BY ADDING A LUST SITE AT 1101 DEVILS GLEN ROAD

Council Member Jager presented the second reading of an ordinance amending the Bettendorf City Code Title 8, Public Utilities and Services, Chapter 1, Water Regulations, Section 1, Water Well Construction Permit, by adding a LUST Site at 1101 Devils Glen Road, 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 Sechser (aye); Baden (aye); Palczynski (aye);

Adamson (aye); Brown (aye); Jager (aye); and Naumann (aye). The motion passed unanimously.

CONSENT AGENDA

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

ADJOURNMENT

There being no further business, Council Member Naumann made a motion to adjourn, and Council Member Baden seconded the motion. The meeting was adjourned at approximately 7:53 p.m.

_____

Mayor Robert S. Gallagher

Attest:

_____

City Clerk Decker P. Ploehn

CONSENT AGENDA
AUGUST 20, 2024

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 August 6, 2024 (Approve and Adopt)

B. Resolution approving a Memorandum of Understanding (MOU) between the City of Bettendorf and Scott County regarding support of MEDIC EMS. (Approve and Adopt)

C. Resolution awarding the contract and approving the contract and bond for the 2024 Riverfront Bollards Replacement Project. (Approve and Adopt)

D. Resolution approving an amendment to the Spencer Creek Lift Station design contract. (Approve and Adopt)

E. Resolution ordering the installation of streetlights in Wyndham West 4th Addition. (Approve and Adopt)

~~F. Resolution authorizing the Director of Public Works to issue a purchase order to Johnson Controls for building management software upgrades. (Approve and Adopt)~~ – **ITEM REMOVED AT REQUEST OF STAFF 8/20/24**

G. Resolution authorizing the Director of Public Works to issue a purchase order to Paragon Interiors for furniture at The Landing. (Approve and Adopt)

H. Resolution approving the preliminary plat of Hopewell Farm Third Addition, submitted by CT Creek (Case 24-050). (Approve and Adopt)

I. Resolution approving the final plat of Hopewell Farm Third Addition, submitted by CT Creek (Case 24-051). (Approve and Adopt)

J. Resolution affirming support of an application by the East Central Intergovernmental Association for the Lead-Based Paint Hazard Control and Healthy Homes Grant Program and pledging up to $6,000 per year for the 4-year period of performance. (Approve and Adopt)

K. Resolution appointing Stacy Schmit to the City of Bettendorf's Library Board of Trustees and reappointing Darrin Lindquist and David Pratt to another term. (Approve and Adopt)

L. Resolution approving an annual mobile food unit license for Ganzo's Mexican Restaurant. (Approve and Adopt)

M. Resolution approving alcohol license renewals and requests for Hemisphere's Bistro, HP Fuels, VFW Post #9128, Beef & Bourbon Chophouse, Riverside Grille, Kwik Star #1007 (Belmont Rd), Kwik Star #1705 (53rd Ave), and Crawford Brew Works. (Approve and Adopt)

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

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Jason Schadt, Finance Director

Item Title

Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of, not to exceed $9,500,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City thereunder.

Explanation

In accordance with the adopted five year CIP plan for the Sanitary Sewer Utility Fund staff recommends the issuance of not to exceed $9,500,000 Sewer Revenue Capital Loan Notes, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer Utility, including those costs associated with the Spencer Creek Lift Station Project.

The loan will be issued through Iowa's Clean Water State Revolving Fund Program (CWSRF). The program provides favorable loan terms for wastewater projects, including below market interest rates. Currently the rate is 2.61%.

Prior to issuing the debt a public hearing must be held. The public hearing is scheduled for the regular City Council meeting to be held September 17, 2024 at 7:00pm. A resolution setting the public hearing and the amounts to be issued are described in the attachments prepared by the City's Bond Counsel, Ahlers & Cooney, P.C. The loans are expected to close at the beginning of October.

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

Future principal and interest payments have been considered in the City's adopted and planned Sewer Use rate increases.

List Attachments

Resolution prepared by Ahlers & Cooney, P.C.

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

Not to exceed $9,500,000 Sewer Revenue Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

September 3, 2024

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

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $9,500,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF BETTENDORF, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $9,500,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF BETTENDORF, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Bettendorf, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, to the amount of not to exceed $9,500,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the 17th day of September, 2024, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $9,500,000 Sewer Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer Utility, including those costs associated with the Spencer Creek Lift Station Project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: September 12, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF BETTENDORF, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $9,500,000 SEWER REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Bettendorf, State of Iowa, will hold a public hearing on the 17th day of September, 2024, at 7:00 P.M., in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $9,500,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer Utility, including those costs associated with the Spencer Creek Lift Station Project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 3rd day of September, 2024.

_____

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of September, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

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

WITNESS my hand this _____ day of _____, 2024.

_____
City Clerk, City of Bettendorf, State of Iowa

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Bettendorf, in the County of Scott, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not To Exceed $9,500,000 Sewer Revenue Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Quad City Times", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2024.

WITNESS my official signature this _____ day of _____, 2024.

_____
City Clerk, City of Bettendorf, State of Iowa

02396551\10216-106

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Jason Schadt, Finance Director

Item Title

Resolution authorizing an amendment to the Oracle America, Inc. Ordering Document for time and materials services, not to exceed $45,842.

Explanation

At our request, Oracle America, Inc. has proposed an amendment to the original NetSuite for Government ordering document for the purposes of additional hours related to integration of the UKG Ready HR and Time & Attendance software. This integration is outside of the scope of the original agreement. The amendment is a time and materials agreement not to exceed $45,842.

To date the City has been invoiced $164,369 of the original $347,369 contract. The original contract includes a budget of $55,000 for expenses related to Oracle consultant travel, etc. $48,602 remains of the expenses budget and staff expects minimal use of this budget going forward.

Remaining budget available under the expenses line will offset most, if not all, of the cost of this latest amendment.

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

The NetSuite implementation remains well under the original budget for this project. Savings in the expenses category are expected to offset the increase of this contract amendment.

List Attachments

Resolution
Ordering Document

RESOLUTION NO. _____- 24

RESOLUTION AUTHORIZING AN AMENDMENT TO THE ORACLE AMERICA, INC. ORDERING DOCUMENT FOR TIME AND MATERIAL SERVICES, NOT TO EXCEED $45,842.00

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

Authorizes staff to approve an amendment to the Oracle America, Inc. Ordering Document for time and materials services, not to exceed $45,842.

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 2024.

_____
Mayor, Robert S. Gallagher

Attest:

_____
Decker P. Ploehn, City Clerk

ORDERING DOCUMENT
AMENDMENT TWO

Your Name:	City of Bettendorf	Oracle America, Inc.
Your Address:	1609 State Street Bettendorf, IA 52722	500 Oracle Parkway Redwood Shores, CA 94065

This amendment ("Amendment Two") amends the order identified below and all amendments thereto (the "order") between You and Oracle America, Inc.("Oracle").

Offer Valid through: 30-SEP-2024.

A. AMENDMENT DETAILS

You and Oracle agree to amend the order as follows:

1. **US-14844838**

   a. Delete the existing Services table in its entirety and replace with the following:

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$291,350.00.00	$55,000.00	$346,350.00
Time and Materials Services	ODA1 – Exhibit 1	$1,019.00	$0.00	$1,019.00
Time and Materials Services	ODA2 – Exhibit 1	$45,842.00	$0.00	$45,842.00
Total Fees and Estimated Expenses		$338,211.00	$55,000	**$393,211.00**

2. **Exhibit 1**

   a. Section 1. Description of Services. – Delete the first sentence of this section in its entirety and replace with the following:

   "Oracle will provide You with up to three hundred sixty-six (366) person days of technical and functional Services to assist with the cloud enablement of Oracle NetSuite for Government Cloud Service."

   b. Section 2. Focus Phase – Append the following immediately to the end of this section:

   "g. Provide up to thirty-seven and a half (37.5) total person days of guidance on configuring integrations to the following third-party application:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
Ultimate Kronos Group ("UKG")	HR/Payroll	Bidirectional	Real time	API

"

   c. Section 2.B. Rates. – Delete this section in its entirety and replace with the following:

   "For the period from the ordering document effective date through 31-JAN-2025, the Services will be provided at the rate of $115.76 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed."

   d. Section 5. Project Assumptions. – Append the following to the end of this section:

   "l. In the event that a UKG technical consultant cannot be secured to provide guidance on configuration of the API, Oracle reserves the right to utilize an automated flat file for specific portions of the integration, as mutually agreed with You at such time."

B. ADDITIONAL TERMS

In the event of any inconsistencies between the order and this Amendment Two, this Amendment Two shall take precedence. Subject to the modifications herein, the order shall remain in full force and effect.

City of Bettendorf:	**Oracle America, Inc.:**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

Amendment Effective Date: _____ *{to be completed by Oracle}*

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution making award of construction contract for the Spencer Creek Lift Station Improvements Bid Package No. 1 - Lift Station Project.

Explanation
The Spencer Creek Lift Station Improvements project is a major sanitary sewer expansion which will provide gravity sewer to the incorporated areas of the City north of Interstate 80. That initial build area encompassed nearly one thousand eight hundred (1,800) acres. Additionally, the project will remove two (2) existing lift stations in residential subdivisions north of Forest Grove Dr., provide gravity sewer for a one hundred and ten (110) acre potential development near Wells Ferry Rd and Forest Grove Dr. and be easily expandable for future growth as indicated in the City's proposed annexation map north of the interstate. The potential total service area north of the interstate would be approximately five thousand eight hundred (5,800) acres. The project is being bid as two (2) separate packages with one being the lift station and the other being the gravity sewer and forcemain.

Bids were received on August 13, 2024. Jim Schroeder Construction, Inc. of Bellevue, IA was the apparent low bidder of ten (10) bids received. Bids ranged from the high of $4,043.000 to the low of $2,760,000.00, which is 26.4% below the engineers estimate of $3,750,000.00. Please note that two (2) of the bids received were deemed non-responsive. Both were higher than the apparent low bidder.

Please note that this item was postponed from the August 20th Council meeting. Staff has reviewed the bidder's submittals including references, and recommends award.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
This project (SW0103) was approved with a total budget of $10,600,000.00 within the Community Improvement Program (CIP). The current anticipated expenditures encompassed in the project include the following:

- Preliminary Engineering $ 788,400
- Construction Engineering $ 619,000
- Tree Clearing $ 153,000
- Bid Package #1 $ 2,760,000
- Bid Package #2 $ 4,129,352

Total $ 8,449,752

There will be some additional expenditures relating to electric and gas extensions, but the project is anticipated to be well under the total approved budget.

List Attachments

Resolution; Report of Bids, Notice of Award

RESOLUTION NO. _____-24

September 3, 2024

The City Council of the City of Bettendorf, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * * *

Whereupon, there was received and filed the City Engineer or his designee's report of the bids received on August 13, 2024, at 2:00 P.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Spencer Creek Lift Station Improvements Bid Package No. 1 - Lift Station Project, in accordance with the plans and specifications now adopted, as attached following:

(See attached copy of report of bids received)

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SPENCER CREEK LIFT STATION IMPROVEMENTS BID PACKAGE NO. 1 - LIFT STATION PROJECT", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____M. on _____, 2024, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SPENCER CREEK LIFT STATION IMPROVEMENTS BID PACKAGE NO. 1 - LIFT STATION PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Spencer Creek Lift Station Improvements Bid Package No. 1 - Lift Station Project, described in the plans and specifications heretofore adopted by this Council on August 20, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Jim Schroeder Construction, Inc. of Bellevue, IA

Amount of bid: $ 2,760,000

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 3rd day of September, 2024.

_____

Robert S. Gallagher, Mayor

Attest:

_____

Decker P. Ploehn, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

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

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2024.

_____
City Clerk, City of Bettendorf, State of Iowa

(SEAL)

Report of Opening of Construction Bids

A public meeting was held at 2:00 P.M., on August 13, 2024, at the Office of the City Engineer, 4403 Devils Glen Road, Bettendorf, Iowa, presided over by the City Engineer of the City of Bettendorf, State of Iowa.

Present were:

See attached sign-in sheet

The City Engineer thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the Spencer Creek Lift Station Improvements Bid Package No. 1 - Lift Station Project, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

See attached tabulation of bids

Whereupon the City Engineer declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

City Engineer

ATTEST:

City Clerk

02387627\10216-108

Bettendorf Spencer Creek Lift Station
Bid Package #1 – Lift Station
Sign-In Sheet

Name	Representing	Phone / Email
Alex Potter	McClure	319.626.9090 / apotter@mcclurevision.com
BEN HOTT	GENERAL CONSTRUCTORS	bhott@generalconstructors.com
ANNA COPELAND	BRANDT CONST. CO.	309-787-4644 / acopeland@brandtconstructionco.com
Eric Loomis	HGM	(309)737.5133 eloomis@helmgroup.com
Aaron Granquist	Rinker Materials	319 631 2947 aaron.granquist@rinkerpipe.com
Kelsey Bruce	Bruce Builders	515-975-7731 kbruce@brucebuilders.com
Shawna Knipfer	Woodruff Const	319-530-7796 Shawnak@woodruffbuild
Jesse Lonarte	MCI	563-359-0321 info@mccarthyimprovement.com
Tim Williams	WRH	(319)622-3816
Brent Morlok	City	

McCLURE ENGINEERING COMPANY
2229 E. GRANTVIEW LN., SUITE 2
CORALVILLE, IA 52241
319-626-9090 PHONE

SPENCER CREEK LIFT STATION IMPROVEMENTS, BID PACKAGE NO. 1 - LIFT STATION
BETTENDORF, IOWA
CWSRF #CS-19112801

LETTING DATE: August 13th, 2024
TIME: 2:00 PM

		ENGINEER'S ESTIMATE	BIDDERS NAMES AND ADDRESSES			
			Jim Shroeder Construction, Inc. 500 South Second Street Bellevue, IA 52031	McCarthy Improvement Company 5401 Victoria Avenue Davenport, IA 52807	Miller Trucking & Excavating 3303 John Deere Road Silvis, IL 61282	WRH, Inc. 1648 T Avenue South Amana, IA 52334
BID BOND (YES/NO)			YES	YES	YES	YES
ACKNOWLEDGED ADDENDUM 1 (YES/NO)			YES	YES	YES	YES
SRF-REQUIRED FRONT-END ATTACHMENTS (YES/NO)			YES	YES	YES	YES
A. LUMP SUM BID PRICE: Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.						
Base Bid	Lump Sum Bid Price	$ 3,750,000.00	$ 2,760,000.00	$ 3,128,000.00	$ 3,501,860.00	$ 3,626,000.00
B. ALLOWANCES: Bidder shall include the following allowances in the LUMP SUM BID PRICE for BASE BID:						
1.	Contingency Allowance	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
C. UNIT PRICE ITEMS: Bidder will perfom the following Work at the indicated unit prices (inclusive of the Lump Sum in Item A):						

Item	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
UP-1	Entrance & Driveway, PCC, 7-IN., Complete	260	SY	$ 125.00	$ 32,500.00	$ 84.00	$ 21,840.00	$ 90.00	$ 23,400.00	$ 150.00	$ 39,000.00	$ 114.00	$ 29,640.00
UP-2	Access Road, Chip & Seal, Complete	2,200	SY	$ 30.00	$ 66,000.00	$ 17.00	$ 37,400.00	$ 10.50	$ 23,100.00	$ 20.00	$ 44,000.00	$ 40.00	$ 88,000.00
UP-3	Chain-Link Fence, Complete	350	LF	$ 60.00	$ 21,000.00	$ 30.50	$ 10,675.00	$ 33.25	$ 11,637.50	$ 35.00	$ 12,250.00	$ 35.00	$ 12,250.00
	TOTAL OF ALL UNIT PRICE BID ITEMS				$ 119,500.00		$ 69,915.00		$ 58,137.50		$ 95,250.00		$ 129,890.00

D. MAJOR EQUIPMENT ITEMS AND PRODUCTS											
Schedule A	Major Equipment Items and Products	Basis of Bid Manufacturer	Installed Price	"Substitute" Price	Installed Price	"Substitute" Price	Installed Price	"Substitute" Price	Installed Price	"Substitute" Price	
26 32 13	Packaged Engine Generator Systems	Caterpillar	$ 163,850.00	$ 205,770.00	$ 175,890.00	No Bid	$ 207,077.00	No Bid	$ 163,850.00	No Bid	
43 25 13	Submersible Non-Clog Pumps	Flygt	$ 368,775.00	No Bid	$ 785,477.00	No Bid	$ 500,000.00	No Bid	$ 418,000.00	No Bid	

Denotes Mathematical Error in Bid Tabulation, Resolved in Favor of Unit Prices

McCLURE™

McCLURE ENGINEERING COMPANY
2229 E. GRANTVIEW LN., SUITE 2
CORALVILLE, IA 52241
319-626-9090 PHONE

SPENCER CREEK LIFT STATION IMPROVEMENTS, BID PACKAGE NO. 1 - LIFT STATION
BETTENDORF, IOWA
CWSRF #CS-19112801

LETTING DATE: August 13th, 2024
TIME: 2:00 PM

		ENGINEER'S ESTIMATE	BIDDERS NAMES AND ADDRESSES			
			General Constructors, Inc. of the Quad Cities 480 42nd Street Bettendorf, IA 52722	Woodruff Construction 501 Greenfield Drive Tiffin, IA 52340	Brandt Construction Co. 700 4th Street West Milan, IL 61264	Bill Bruce Builders, Inc. 900 East Franklin Street Eldridge, IA 52748
BID BOND (YES/NO)			YES	YES	YES	YES
ACKNOWLEDGED ADDENDUM 1 (YES/NO)			YES	YES	YES	YES
SRF-REQUIRED FRONT-END ATTACHMENTS (YES/NO)			YES	YES	YES	YES
A. LUMP SUM BID PRICE: Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.						
Base Bid	**Lump Sum Bid Price**	$ 3,750,000.00	$ 3,653,000.00	$ 3,981,700.00	$ 4,040,000.00	$ 4,043,000.00
B. ALLOWANCES: Bidder shall include the following allowances in the LUMP SUM BID PRICE for BASE BID:						
1.	Contingency Allowance	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
C. UNIT PRICE ITEMS: Bidder will perfom the following Work at the indicated unit prices (inclusive of the Lump Sum in Item A):						

Item	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
UP-1	Entrance & Driveway, PCC, 7-IN., Complete	260	SY	$ 125.00	$ 32,500.00	$ 129.00	$ 33,540.00	$ 190.64	$ 49,566.40	$ 110.00	$ 28,600.00	$ 110.00	$ 28,600.00
UP-2	Access Road, Chip & Seal, Complete	2,200	SY	$ 30.00	$ 66,000.00	$ 36.00	$ 79,200.00	$ 46.02	$ 101,244.00	$ 37.50	$ 82,500.00	$ 30.00	$ 66,000.00
UP-3	Chain-Link Fence, Complete	350	LF	$ 60.00	$ 21,000.00	$ 30.50	$ 10,675.00	$ 34.16	$ 11,956.00	$ 35.00	$ 12,250.00	$ 45.00	$ 15,750.00
	TOTAL OF ALL UNIT PRICE BID ITEMS				$ 119,500.00		$ 123,415.00		$ 162,766.40		$ 123,350.00		$ 110,350.00

D. MAJOR EQUIPMENT ITEMS AND PRODUCTS

Schedule A	Major Equipment Items and Products	Basis of Bid Manufacturer	Installed Price	"Substitute" Price	Installed Price	"Substitute" Price	Installed Price	"Substitute" Price	Installed Price	"Substitute" Price
26 32 13	Packaged Engine Generator Systems	Caterpillar	$ 215,000.00	No Bid	$ 168,216.00	No Bid	$ 195,000.00	No Bid	$ 170,000.00	No Bid
43 25 13	Submersible Non-Clog Pumps	Flygt	$ 475,000.00	No Bid	$ 419,312.00	No Bid	$ 425,000.00	No Bid	$ 400,000.00	$ 185,000.00

Denotes Mathematical Error in Bid Tabulation, Resolved in Favor of Unit Prices

McCLURE™

McCLURE ENGINEERING COMPANY
2229 E. GRANTVIEW LN., SUITE 2
CORALVILLE, IA 52241
319-626-9090 PHONE

SPENCER CREEK LIFT STATION IMPROVEMENTS,
BID PACKAGE NO. 1 - LIFT STATION
BETTENDORF, IOWA
CWSRF #CS-19112801

LETTING DATE: August 13th, 2024
TIME: 2:00 PM

ENGINEER'S ESTIMATE

BIDDERS NAMES AND ADDRESSES

Tricon General Construction, Inc.
1230 East 12th Street
Dubuque, IA 52001

Civil Constructors Inc
dba Helm Civil
1716 179th Street North
PO Box 868
East Moline, IL 61244

BID BOND (YES/NO)							YES		YES	
ACKNOWLEDGED ADDENDUM 1 (YES/NO)							YES		YES	
SRF-REQUIRED FRONT-END ATTACHMENTS (YES/NO)							NO		YES	
A. LUMP SUM BID PRICE: Bidder will complete the Work in accordance with the										
Base Bid	Lump Sum Bid Price				$ 3,750,000.00		$ -		$ -	
B. ALLOWANCES: Bidder shall include the following allowances in the LUMP SUM BID PRICE for BASE BID:										
1.	Contingency Allowance				$ 75,000.00		$ -		$ -	
C. UNIT PRICE ITEMS: Bidder will perfom the following Work at the indicated unit prices (inclusive of the Lump Sum in Item A):										
Item	Description	Quantity	Unit	Unit Price	Extension		Unit Price	Extension	Unit Price	Extension
UP-1	Entrance & Driveway, PCC, 7-IN., Complete	260	SY	$ 125.00	$ 32,500.00		$ -	$ -	$ -	$ -
UP-2	Access Road, Chip & Seal, Complete	2,200	SY	$ 30.00	$ 66,000.00		$ -	$ -	$ -	$ -
UP-3	Chain-Link Fence, Complete	350	LF	$ 60.00	$ 21,000.00		$ -	$ -	$ -	$ -
TOTAL OF ALL UNIT PRICE BID ITEMS					$ 119,500.00			$ -		$ -
D. MAJOR EQUIPMENT ITEMS AND PRODUCTS										
Schedule A	Major Equipment Items and Products	Basis of Bid Manufacturer					Installed Price	"Substitute" Price	Installed Price	"Substitute" Price
26 32 13	Packaged Engine Generator Systems	Caterpillar					$ -	$ -	$ -	$ -
43 25 13	Submersible Non-Clog Pumps	Flygt					$ -	$ -	$ -	$ -

Denotes Mathematical Error in Bid Tabulation, Resolved in Favor of Unit Prices

LICENSED PROFESSIONAL ENGINEER
ALEX M. POTTER 23759
IOWA

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED ON AUGUST 13, 2024 FOR THE CONSTRUCTION OF THE SPENCER CREEK LIFT STATION IMPROVEMENTS, BID PACKAGE NO. 1 - LIFT STATION, BETTENDORF, IOWA" AND WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Alex M. Potter, P.E. No. 23759
My License Renewal Date is December 31, 2025

8/14/24
DATE

McCLURE™

NOTICE OF AWARD

Date of Issuance:	September 17, 2024		
Owner:	City of Bettendorf, Iowa	Owner's Project No.:	
Engineer:	McClure Engineering Company	Engineer's Project No.:	MEC #2022000408
Project:	Spencer Creek Lift Station Improvements		
Contract Name:	Bid Package No. 1 – Lift Station		
Bidder:	Jim Schroeder Construction, Inc.		
Bidder's Address:	500 South Second Street, Bellevue, IA 52031		

You are notified that Owner has accepted your Bid dated August 13, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Spencer Creek Lift Station Improvements, Bid Package No. 1 – Lift Station, Bettendorf, Iowa

The Contract Price of the awarded Contract is $2,760,000.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Bettendorf, Iowa

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title

Resolution making award of construction contract for the Spencer Creek Lift Station Improvements Bid Package No. 2 – Force Main Project.

Explanation

The Spencer Creek Lift Station Improvements project is a major sanitary sewer expansion which will provide gravity sewer to the incorporated areas of the City north of Interstate 80. That initial build area encompassed nearly one thousand eight hundred (1,800) acres. Additionally, the project will remove two (2) existing lift stations in residential subdivisions north of Forest Grove Dr., provide gravity sewer for a one hundred and ten (110) acre potential development near Wells Ferry Rd and Forest Grove Dr. and be easily expandable for future growth as indicated in the City's proposed annexation map north of the interstate. The potential total service area north of the interstate would be approximately five thousand eight hundred (5,800) acres. The project is being bid as two (2) separate packages with one being the lift station and the other being the gravity sewer and forcemain.

Bids were received on August 13, 2024. Langman Construction, Inc. of Rock Island, IL was the apparent low bidder of six (6) bids received. Bids ranged from the high of $5,290,365.80 to the low of $4,129,352.67, which is 8.24% below the engineers estimate of $4,500,000.00. Please note that two (2) of the bids received were deemed non-responsive. Both were higher than the apparent low bidder.

Please note that this item was postponed from the August 20th Council meeting. Staff has reviewed the bidder's submittals including references, and recommends award.

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

This project (SW0103) was approved with a total budget of $10,600,000.00 within the Community Improvement Program (CIP). The current anticipated expenditures encompassed in the project include the following:

• Preliminary Engineering	$ 788,400
• Construction Engineering	$ 619,000
• Tree Clearing	$ 153,000
• Bid Package #1	$ 2,760,000
• Bid Package #2	$ 4,129,352
Total	$ 8,449,752

There will be some additional expenditures relating to electric and gas extensions, but the project is anticipated to be well under the total approved budget.

List Attachments

Resolution; Report of Bids, Notice of Award

RESOLUTION NO. _____-24

September 3, 2024

The City Council of the City of Bettendorf, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * * *

Whereupon, there was received and filed the City Engineer or his designee's report of the bids received on August 13, 2024, at 1:00 P.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Spencer Creek Lift Station Improvements Bid Package No. 2 – Force Main Project, in accordance with the plans and specifications now adopted, as attached following:

(See attached copy of report of bids received)

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SPENCER CREEK LIFT STATION IMPROVEMENTS BID PACKAGE NO. 2 – FORCE MAIN PROJECT", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____M. on _____, 2024, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SPENCER CREEK LIFT STATION IMPROVEMENTS BID PACKAGE NO. 2 – FORCE MAIN PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Spencer Creek Lift Station Improvements Bid Package No. 2 – Force Main Project, described in the plans and specifications heretofore adopted by this Council on August 20, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Langman Construction, Inc. of Rock Island, IL

Amount of bid: $ 4,129,352.67

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 3rd day of September, 2024.

_____

Robert S. Gallagher, Mayor

Attest:

_____

Decker P. Ploehn, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

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

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2024.

_____
City Clerk, City of Bettendorf, State of Iowa

(SEAL)

Report of Opening of Construction Bids

A public meeting was held at 1:00 P.M., on August 13, 2024, at the Office of the City Engineer, 4403 Devils Glen Road, Bettendorf, Iowa, presided over by the City Engineer of the City of Bettendorf, State of Iowa.

Present were:

See attached sign-in sheet

The City Engineer thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the Spencer Creek Lift Station Improvements Bid Package No. 2 - Force Main Project, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

See attached tabulation of bids

Whereupon the City Engineer declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

City Engineer

ATTEST:

City Clerk

02387638\10216-108

Bettendorf Spencer Creek LS
Bid Package #2 Sign-In

Name	Representing	Phone / Email
Alex Potter	McClure	319.626.9090 apotter@mcclurevision.com
Aaron Granquist	Rinker Materials	319.631.2947 aaron.granquist@rinkerpipe.com
Jesika Duarte	MCI	563-359-0321 info@mccarthyimprovement.com
Hilary Robinson	Langman	309-786-8944 lci@langmanco.com
Megan Lohman	MTE	309-755-7644 megan@mte47.com
Eric Loomis	Ahlam	3097375733 eloomis@
JAMES RICKELS	BOOMERANG	
Alissa Cowan	LegacyCorp	319.208.1094
Patrick Dillon		
Brent Marbut	City	

McCLURE ENGINEERING COMPANY
2229 E GRANTVIEW LN., SUITE 2
CORALVILLE, IA 52241
319-626-9090 PHONE

SPENCER CREEK LIFT STATION IMPROVEMENTS, BID PACKAGE NO. 2 - SANITARY SEWER AND FORCE MAIN
BETTENDORF, IOWA
CWSRF #CS-19112801

LETTING DATE: August 13th, 2024
TIME: 1:00 PM

					ENGINEER'S ESTIMATE		BIDDERS NAMES AND ADDRESSES							
							Langman Construction, Inc. 220 34th Avenue Rock Island, IL 61201		McCarthy Improvement Company 5401 Victoria Avenue Davenport, IA 52807		Boomerang Corp. 13225 Circle Drive, Suite A Anamosa, IA 52205		Miller Trucking & Excavating 3303 John Deere Road Silvis, IL 61282	
		BID BOND (YES/NO)					YES		YES		YES		YES	
		ACKNOWLEDGED ADDENDUM 1 (YES/NO)					YES		YES		YES		YES	
		SRF REQUIRED FRONT-END SPECIFICATIONS (YES/NO)					YES		YES		YES		YES	
Bid Item No.	Bid Item Code	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-1.08-D1	TOPSOIL, ON SITE	25,000	CY	$ 5.50	$ 137,500.00	$ 4.20	$ 105,000.00	$ 6.75	$ 168,750.00	$ 3.50	$ 87,500.00	$ 6.00	$ 150,000.00
2	2010-1.08-E	EXCAVATION, CLASS 10, ON-SITE DISPOSAL	65,000	CY	$ 7.50	$ 487,500.00	$ 9.85	$ 640,250.00	$ 5.50	$ 357,500.00	$ 8.00	$ 520,000.00	$ 6.00	$ 390,000.00
3	2010-1.08-M	COMPACTION TESTING	1	LS	$ 15,000.00	$ 15,000.00	$ 0.01	$ 0.01	$ 4,300.00	$ 4,300.00	$ 2,500.00	$ 2,500.00	$ 15,000.00	$ 15,000.00
4	3010-1.08-C	TRENCH FOUNDATION	730	TN	$ 45.00	$ 32,850.00	$ 25.00	$ 18,250.00	$ 45.00	$ 32,850.00	$ 34.00	$ 24,820.00	$ 55.00	$ 40,150.00
5	3010-1.08-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	440	CY	$ 30.00	$ 13,200.00	$ 10.00	$ 4,400.00	$ 45.00	$ 19,800.00	$ 50.00	$ 22,000.00	$ 75.00	$ 33,000.00
6	3010-1.08-F	TRENCH COMPACTION TESTING	1	LS	$ 40,000.00	$ 40,000.00	$ 2,000.00	$ 2,000.00	$ 8,700.00	$ 8,700.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00
7	4010-1.08-A1	SANITARY SEWER GRAVITY MAIN, TRENCHED, 24 IN.	4,310	LF	$ 250.00	$ 1,077,500.00	$ 340.00	$ 1,465,400.00	$ 345.00	$ 1,486,950.00	$ 325.00	$ 1,400,750.00	$ 250.00	$ 1,077,500.00
8	4010-1.08-A1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	2,110	LF	$ 130.00	$ 274,300.00	$ 115.00	$ 242,650.00	$ 76.00	$ 160,360.00	$ 120.00	$ 253,200.00	$ 130.00	$ 274,300.00
9	4010-1.08-B2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 24 IN., WITH STEEL CASING	370	LF	$ 1,200.00	$ 444,000.00	$ 1,200.00	$ 444,000.00	$ 1,315.00	$ 486,550.00	$ 1,600.00	$ 592,000.00	$ 1,805.00	$ 667,850.00
10	4010-1.08-C1	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 12 IN.	5,500	LF	$ 75.00	$ 412,500.00	$ 75.00	$ 412,500.00	$ 71.00	$ 390,500.00	$ 130.00	$ 715,000.00	$ 105.00	$ 577,500.00
11	4010-1.08-C1	SANITARY SEWER FORCE MAIN, TRENCHED, RJ PVC, 12 IN.	84	LF	$ 115.00	$ 9,660.00	$ 125.00	$ 10,500.00	$ 133.00	$ 11,172.00	$ 200.00	$ 16,800.00	$ 220.00	$ 18,480.00
12	4010-1.08-D2	SANITARY SEWER FORCE MAIN, TRENCHLESS, RJ PVC, 12 IN.	250	LF	$ 250.00	$ 62,500.00	$ 125.00	$ 31,250.00	$ 162.00	$ 40,500.00	$ 200.00	$ 50,000.00	$ 200.00	$ 50,000.00
13	4010-1.08-G	SEWAGE AIR RELEASE VALVE AND PIT, 2 IN.	8	EA	$ 15,000.00	$ 120,000.00	$ 8,500.00	$ 68,000.00	$ 9,600.00	$ 76,800.00	$ 13,500.00	$ 108,000.00	$ 15,000.00	$ 120,000.00
14	5010-1.08-C2	FITTINGS, DIP	1,500	LB	$ 16.00	$ 24,000.00	$ 8.00	$ 12,000.00	$ 22.00	$ 33,000.00	$ 30.00	$ 45,000.00	$ 8.00	$ 12,000.00
15	6010-1.08-A	MANHOLE, TYPE SW-301, 48 IN.	22	EA	$ 12,500.00	$ 275,000.00	$ 6,000.00	$ 132,000.00	$ 9,100.00	$ 200,200.00	$ 9,300.00	$ 204,600.00	$ 15,000.00	$ 330,000.00
16	6010-1.08-C2	DROP CONNECTION, EXTERNAL, SW-307, 12 IN.	1	EA	$ 15,000.00	$ 15,000.00	$ 15,500.00	$ 15,500.00	$ 16,000.00	$ 16,000.00	$ 12,000.00	$ 12,000.00	$ 16,500.00	$ 16,500.00
17	6010-1.08-C2	DROP CONNECTION, EXTERNAL, SW-307, 8 IN.	2	EA	$ 10,000.00	$ 20,000.00	$ 4,000.00	$ 8,000.00	$ 10,000.00	$ 20,000.00	$ 8,000.00	$ 16,000.00	$ 9,500.00	$ 19,000.00
18	7030-1.08-H3	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE, 6 IN.	60	TN	$ 35.00	$ 2,100.00	$ 25.00	$ 1,500.00	$ 45.00	$ 2,700.00	$ 60.00	$ 3,600.00	$ 40.00	$ 2,400.00
19	8030-1.08-A	TEMPORARY TRAFFIC CONTROL	1	LS	$ 50,000.00	$ 50,000.00	$ 5,000.00	$ 5,000.00	$ 8,800.00	$ 8,800.00	$ 7,850.00	$ 7,850.00	$ 15,000.00	$ 15,000.00
20	9010-1.08-A	CONVENTIONAL SEEDING, TEMPORARY, TYPE 5	11.0	AC	$ 1,500.00	$ 16,500.00	$ 100.00	$ 1,100.00	$ 1,000.00	$ 11,000.00	$ 1,010.00	$ 11,110.00	$ 1,150.00	$ 12,650.00
21	9010-1.08-B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, RURAL, TYPE 2	13.0	AC	$ 3,500.00	$ 45,500.00	$ 2,000.00	$ 26,000.00	$ 3,200.00	$ 41,600.00	$ 3,300.00	$ 42,900.00	$ 3,500.00	$ 45,500.00
22	9040-1.08-A2	STORM WATER POLLUTION PREVENTION PLAN MANAGEMENT	1	LS	$ 10,000.00	$ 10,000.00	$ 100.00	$ 100.00	$ 6,200.00	$ 6,200.00	$ 5,600.00	$ 5,600.00	$ 22,000.00	$ 22,000.00
23	9040-1.08-E	TEMPORARY ROLLED EROSION CONTROL PRODUCTS, TYPE 2.C	33,945	SY	$ 2.50	$ 84,862.50	$ 1.00	$ 33,945.00	$ 2.00	$ 67,890.00	$ 1.30	$ 44,128.50	$ 1.50	$ 50,917.50
24	9040-1.08-F1	WATTLE, 12 IN.	930	LF	$ 2.75	$ 2,557.50	$ 1.00	$ 930.00	$ 3.50	$ 3,255.00	$ 3.10	$ 2,883.00	$ 3.50	$ 3,255.00
25	9040-1.08-F1	WATTLE, 9 IN.	335	LF	$ 2.50	$ 837.50	$ 1.00	$ 335.00	$ 3.50	$ 1,172.50	$ 2.80	$ 938.00	$ 3.00	$ 1,005.00
26	9040-1.08-F2	WATTLE, REMOVAL	1,265	LF	$ 0.75	$ 948.75	$ 0.01	$ 12.65	$ 0.50	$ 632.50	$ 0.20	$ 253.00	$ 0.22	$ 278.30
27	9040-1.08-N1	SILT FENCE/SILT FENCE DITCH CHECK, INSTALLATION, MAINTENANCE, AND REMOVAL	16,265	LF	$ 2.50	$ 40,662.50	$ 1.00	$ 16,265.00	$ 2.00	$ 32,530.00	$ 2.00	$ 32,530.00	$ 2.00	$ 32,530.00
28	9040-1.08-O2	CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE	125	TN	$ 60.00	$ 7,500.00	$ 25.00	$ 3,125.00	$ 40.00	$ 5,000.00	$ 70.00	$ 8,750.00	$ 50.00	$ 6,250.00
29	9060-1.08-D	FENCING, REMOVE AND REINSTALL OR REPLACE	500	LF	$ 25.00	$ 12,500.00	$ 25.00	$ 12,500.00	$ 45.00	$ 22,500.00	$ 40.00	$ 20,000.00	$ 30.00	$ 15,000.00
30	11020-1.08-A	MOBILIZATION	1	LS	$ 240,821.25	$ 240,821.25	$ 378,000.00	$ 378,000.00	$ 397,000.00	$ 397,000.00	$ 477,777.00	$ 477,777.00	$ 400,000.00	$ 400,000.00
31	11050-1.08-A	CONCRETE WASHOUT PITS	1	LS	$ 2,500.00	$ 2,500.00	$ 0.01	$ 0.01	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 1,250.00	$ 1,250.00
32	SP-A	DEWATERING EXCAVATION	1	LS	$ 250,000.00	$ 250,000.00	$ 10,000.00	$ 10,000.00	$ 165,000.00	$ 165,000.00	$ 1.00	$ 1.00	$ 500,000.00	$ 500,000.00
33	SP-B	DRAIN TILE REPAIR	20	EA	$ 1,000.00	$ 20,000.00	$ 100.00	$ 2,000.00	$ 1,250.00	$ 25,000.00	$ 100.00	$ 2,000.00	$ 500.00	$ 10,000.00
34	SP-C	TRENCHLESS CONSTRUCTION PIT	4	EA	$ 50,000.00	$ 200,000.00	$ 2,500.00	$ 10,000.00	$ 13,000.00	$ 52,000.00	$ 2,000.00	$ 8,000.00	$ 75,000.00	$ 300,000.00
35	SP-D	MANHOLE MARKER	30	EA	$ 250.00	$ 7,500.00	$ 100.00	$ 3,000.00	$ 400.00	$ 12,000.00	$ 100.00	$ 3,000.00	$ 500.00	$ 15,000.00
36	SP-E	TRACER STATION, RHINO TRI-VIEW	10	EA	$ 150.00	$ 1,500.00	$ 100.00	$ 1,000.00	$ 700.00	$ 7,000.00	$ 100.00	$ 1,000.00	$ 200.00	$ 2,000.00
37	SP-F	FIBER CONDUIT, TRENCHED OR TRENCHLESS, HDPE, DR-13.5, 2 IN.	2,570	LF	$ 10.00	$ 25,700.00	$ 2.00	$ 5,140.00	$ 15.00	$ 38,550.00	$ 6.00	$ 15,420.00	$ 15.00	$ 38,550.00
38	SP-G	FIBER HANDHOLE, PRECAST CONCRETE, TYPE III	7	EA	$ 2,500.00	$ 17,500.00	$ 1,100.00	$ 7,700.00	$ 2,100.00	$ 14,700.00	$ 1,500.00	$ 10,500.00	$ 1,500.00	$ 10,500.00
		TOTAL OF ALL UNIT PRICE BID ITEMS				$ 4,500,000.00		$ 4,129,352.67		$ 4,428,962.00		$ 4,777,410.50		$ 5,290,365.80

McCLURE

McCLURE ENGINEERING COMPANY
2229 E GRANTVIEW LN., SUITE 2
CORALVILLE, IA 52241
319-626-9090 PHONE

SPENCER CREEK LIFT STATION IMPROVEMENTS, BID PACKAGE NO. 2 - SANITARY SEWER AND FORCE MAIN
BETTENDORF, IOWA
CWSRF #CS-19112801

LETTING DATE: August 13th, 2024
TIME: 1:00 PM

					ENGINEER'S ESTIMATE		BIDDERS NAMES AND ADDRESSES			
							Legacy Corporation of IL 16322 Barstow Road East Moline, IL 61244		JC Dillon, Inc. 1515 West Luthy Drive Peoria, IL 61615	
BID BOND (YES/NO)							YES		YES	
ACKNOWLEDGED ADDENDUM 1 (YES/NO)							YES		YES	
SRF REQUIRED FRONT-END SPECIFICATIONS (YES/NO)							YES		YES	
Bid Item No.	Bid Item Code	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-1.08-D1	TOPSOIL, ON SITE	25,000	CY	$ 5.50	$ 137,500.00	$ -	$ -	$ -	$ -
2	2010-1.08-E	EXCAVATION, CLASS 10, ON-SITE DISPOSAL	65,000	CY	$ 7.50	$ 487,500.00	$ -	$ -	$ -	$ -
3	2010-1.08-M	COMPACTION TESTING	1	LS	$ 15,000.00	$ 15,000.00	$ -	$ -	$ -	$ -
4	3010-1.08-C	TRENCH FOUNDATION	730	TN	$ 45.00	$ 32,850.00	$ -	$ -	$ -	$ -
5	3010-1.08-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	440	CY	$ 30.00	$ 13,200.00	$ -	$ -	$ -	$ -
6	3010-1.08-F	TRENCH COMPACTION TESTING	1	LS	$ 40,000.00	$ 40,000.00	$ -	$ -	$ -	$ -
7	4010-1.08-A1	SANITARY SEWER GRAVITY MAIN, TRENCHED, 24 IN.	4,310	LF	$ 250.00	$ 1,077,500.00	$ -	$ -	$ -	$ -
8	4010-1.08-A1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	2,110	LF	$ 130.00	$ 274,300.00	$ -	$ -	$ -	$ -
9	4010-1.08-B2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 24 IN., WITH STEEL CASING	370	LF	$ 1,200.00	$ 444,000.00	$ -	$ -	$ -	$ -
10	4010-1.08-C1	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 12 IN.	5,500	LF	$ 75.00	$ 412,500.00	$ -	$ -	$ -	$ -
11	4010-1.08-C1	SANITARY SEWER FORCE MAIN, TRENCHED, RJ PVC, 12 IN.	84	LF	$ 115.00	$ 9,660.00	$ -	$ -	$ -	$ -
12	4010-1.08-D2	SANITARY SEWER FORCE MAIN, TRENCHLESS, RJ PVC, 12 IN.	250	LF	$ 250.00	$ 62,500.00	$ -	$ -	$ -	$ -
13	4010-1.08-G	SEWAGE AIR RELEASE VALVE AND PIT, 2 IN.	8	EA	$ 15,000.00	$ 120,000.00	$ -	$ -	$ -	$ -
14	5010-1.08-C2	FITTINGS, DIP	1,500	LB	$ 16.00	$ 24,000.00	$ -	$ -	$ -	$ -
15	6010-1.08-A	MANHOLE, TYPE SW-301, 48 IN.	22	EA	$ 12,500.00	$ 275,000.00	$ -	$ -	$ -	$ -
16	6010-1.08-C2	DROP CONNECTION, EXTERNAL, SW-307, 12 IN.	1	EA	$ 15,000.00	$ 15,000.00	$ -	$ -	$ -	$ -
17	6010-1.08-C2	DROP CONNECTION, EXTERNAL, SW-307, 8 IN.	2	EA	$ 10,000.00	$ 20,000.00	$ -	$ -	$ -	$ -
18	7030-1.08-H3	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE, 6 IN.	60	TN	$ 35.00	$ 2,100.00	$ -	$ -	$ -	$ -
19	8030-1.08-A	TEMPORARY TRAFFIC CONTROL	1	LS	$ 50,000.00	$ 50,000.00	$ -	$ -	$ -	$ -
20	9010-1.08-A	CONVENTIONAL SEEDING, TEMPORARY, TYPE 5	11.0	AC	$ 1,500.00	$ 16,500.00	$ -	$ -	$ -	$ -
21	9010-1.08-B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, RURAL, TYPE 2	13.0	AC	$ 3,500.00	$ 45,500.00	$ -	$ -	$ -	$ -
22	9040-1.08-A2	STORM WATER POLLUTION PREVENTION PLAN MANAGEMENT	1	LS	$ 10,000.00	$ 10,000.00	$ -	$ -	$ -	$ -
23	9040-1.08-E	TEMPORARY ROLLED EROSION CONTROL PRODUCTS, TYPE 2.C	33,945	SY	$ 2.50	$ 84,862.50	$ -	$ -	$ -	$ -
24	9040-1.08-F1	WATTLE, 12 IN.	930	LF	$ 2.75	$ 2,557.50	$ -	$ -	$ -	$ -
25	9040-1.08-F1	WATTLE, 9 IN.	335	LF	$ 2.50	$ 837.50	$ -	$ -	$ -	$ -
26	9040-1.08-F2	WATTLE, REMOVAL	1,265	LF	$ 0.75	$ 948.75	$ -	$ -	$ -	$ -
27	9040-1.08-N1	SILT FENCE/SILT FENCE DITCH CHECK, INSTALLATION, MAINTENANCE, AND REMOVAL	16,265	LF	$ 2.50	$ 40,662.50	$ -	$ -	$ -	$ -
28	9040-1.08-O2	CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE	125	TN	$ 60.00	$ 7,500.00	$ -	$ -	$ -	$ -
29	9060-1.08-D	FENCING, REMOVE AND REINSTALL OR REPLACE	500	LF	$ 25.00	$ 12,500.00	$ -	$ -	$ -	$ -
30	11020-1.08-A	MOBILIZATION	1	LS	$ 240,821.25	$ 240,821.25	$ -	$ -	$ -	$ -
31	11050-1.08-A	CONCRETE WASHOUT PITS	1	LS	$ 2,500.00	$ 2,500.00	$ -	$ -	$ -	$ -
32	SP-A	DEWATERING EXCAVATION	1	LS	$ 250,000.00	$ 250,000.00	$ -	$ -	$ -	$ -
33	SP-B	DRAIN TILE REPAIR	20	EA	$ 1,000.00	$ 20,000.00	$ -	$ -	$ -	$ -
34	SP-C	TRENCHLESS CONSTRUCTION PIT	4	EA	$ 50,000.00	$ 200,000.00	$ -	$ -	$ -	$ -
35	SP-D	MANHOLE MARKER	30	EA	$ 250.00	$ 7,500.00	$ -	$ -	$ -	$ -
36	SP-E	TRACER STATION, RHINO TRI-VIEW	10	EA	$ 150.00	$ 1,500.00	$ -	$ -	$ -	$ -
37	SP-F	FIBER CONDUIT, TRENCHED OR TRENCHLESS, HDPE, DR-13.5, 2 IN.	2,570	LF	$ 10.00	$ 25,700.00	$ -	$ -	$ -	$ -
38	SP-G	FIBER HANDHOLE, PRECAST CONCRETE, TYPE III	7	EA	$ 2,500.00	$ 17,500.00	$ -	$ -	$ -	$ -
		TOTAL OF ALL UNIT PRICE BID ITEMS				$ 4,500,000.00		$ -		$ -

LICENSED PROFESSIONAL ENGINEER
ALEX M. POTTER
23759
IOWA

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED ON AUGUST 13, 2024 FOR THE CONSTRUCTION OF "SPENCER CREEK LIFT STATION IMPROVEMENTS, BID PACKAGE NO. 2 - SANITARY SEWER AND FORCE MAIN, BETTENDORF, IOWA" AND WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Alex M. Potter, P.E. No. 23759
My License Renewal Date is December 31, 2025

8/14/24
DATE

McCLURE™

NOTICE OF AWARD

Date of Issuance:	September 17, 2024		
Owner:	City of Bettendorf, Iowa	Owner's Project No.:	
Engineer:	McClure Engineering Company	Engineer's Project No.:	MEC #2022000408
Project:	Spencer Creek Lift Station Improvements		
Contract Name:	Bid Package No. 2 – Sanitary Sewer and Force Main		
Bidder:	Langman Construction, Inc.		
Bidder's Address:	220 34th Avenue, PO Box 7206, Rock Island, IL 61201		

You are notified that Owner has accepted your Bid dated August 13, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Spencer Creek Lift Station Improvements, Bid Package No. 2 – Sanitary Sewer and Force Main, Bettendorf, Iowa

The Contract Price of the awarded Contract is $4,129,352.67. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Bettendorf, Iowa

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution awarding the contract and approving the contract and bond for the Gateway Pedestrian Bridge Trails – Phase 1 Project.

Explanation
The Gateway Pedestrian Bridge project over Middle Road will be split into several upcoming contracts. This bid will be for the associated recreational trail extensions needed to connect to the bridge on the west side of Middle Road. The bridge itself will be bid later this winter. The trails are generally located in the northeast corner of the TBK Sports Complex property, along the west and north sides of the grass soccer fields. The proposed trails will connect to the existing sidewalk and trails near the intersection of Competition Drive and Championship Drive. Both of these streets provide direct connections to the recently constructed trails along Forest Grove Drive and Middle Road. This will continue to increase the connectivity of the extensive trail network already in place in this area.

Bids were received on August 27, 2024. N.J. Miller, Inc. of Bettendorf, Iowa was the low bidder of eight (8) bids received. Bids ranged from the high of $771,474.20 to the low of $465,117.75, which is 36.7% below the engineers estimate of $735,000.00.

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

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
This project (PW0605) was approved with a total budget of $1,300,000 within the Community Improvement Program (CIP).

List Attachments
Resolution, Bid Tabulation, and Contract.

RESOLUTION NO. _____-24

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT AND BOND FOR THE GATEWAY PEDESTRIAN BRIDGE TRAILS - PHASE 1 PROJECT

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

Gateway Pedestrian Bridge Trails – Phase 1 Project

WHEREAS, bids were accepted for the construction of the above project on the 27th day of August, 2024, with N.J. Miller, Inc. submitting the lowest responsible bid in the amount of $465,117.75 and

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

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

1. The bid of N.J. Miller, Inc. is hereby accepted for the Gateway Pedestrian Bridge Trails – Phase 1 Project in the amount of $465,117.75.

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

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

4. A total purchase order amount of $500,000, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Gateway Pedestrian Bridge Trails - Phase 1

Bid Open: 8/27/24 10:00am

Line #	Description	QTY	UOM	N.J. Miller, Inc. Total Price	$465,117.75	McCarthy Improvement Company Total Price	$493,251.00	LANGMAN CONSTRUCTION, INC. Total Price	$547,097.73	MIDWEST CONCRETE, INC. Total Price	$577,572.65	Hawkeye Paving Corp Total Price	$595,212.70	Miller Trucking & Excavating Total Price	$697,402.20	Brandt Construction Co Total Price	$697,482.20	BWC Excavating, LC Total Price	$771,474.20
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Clearing and Grubbing	1	LS	**$2,000.00**	$2,000.00	$4,400.00	$4,400.00	$6,000.00	$6,000.00	$3,500.00	$3,500.00	**$2,000.00**	$2,000.00	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$10,500.00	$10,500.00
2	Topsoil, On-Site	1049	CY	$8.00	$8,392.00	$13.00	$13,637.00	$6.10	$6,398.90	$15.00	$15,735.00	**$5.00**	$5,245.00	$10.00	$10,490.00	$35.00	$36,715.00	$30.00	$31,470.00
3	Topsoil, Off-Site	856	CY	**$17.00**	$14,552.00	$32.00	$27,392.00	$23.60	$20,201.60	$23.50	$20,116.00	$20.00	$17,120.00	$50.00	$42,800.00	$20.00	$17,120.00	$35.00	$29,960.00
4	Excavation, Class 10 (Contractor Furnished)	5830	CY	**$12.00**	$69,960.00	$14.00	$81,620.00	$21.50	$125,345.00	$20.00	$116,600.00	$20.00	$116,600.00	$20.00	$116,600.00	$30.00	$174,900.00	$46.00	$268,180.00
5	Excavation, Class 10	2231	CY	$9.00	$20,079.00	$12.00	$26,772.00	**$8.25**	$18,405.75	$14.50	$32,349.50	$20.00	$44,620.00	$12.00	$26,772.00	$15.00	$33,465.00	$21.00	$46,851.00
6	Granular Stabilization	100	TON	$45.00	$4,500.00	$33.00	$3,300.00	**$25.00**	$2,500.00	$33.00	$3,300.00	$40.00	$4,000.00	$45.00	$4,500.00	$30.00	$3,000.00	$41.00	$4,100.00
7	Subgrade Treatment, Polymer Grid (Geogrid)	235	SY	$5.00	$1,175.00	$5.00	$1,175.00	$4.00	$940.00	$9.00	$2,115.00	$10.00	$2,350.00	**$3.00**	$705.00	**$3.00**	$705.00	**$3.00**	$705.00
8	Subbase, Granular, 6 In.	2355	SY	$11.25	$26,493.75	**$8.00**	$18,840.00	$9.25	$21,783.75	$10.75	$25,316.25	$15.00	$35,325.00	$13.00	$30,615.00	$14.00	$32,970.00	$11.00	$25,905.00
9	Compaction Testing	1	LS	**$1,500.00**	$1,500.00	$9,260.50	$9,260.50	$2,000.00	$2,000.00	$5,150.00	$5,150.00	$2,000.00	$2,000.00	$3,500.00	$3,500.00	$2,000.00	$2,000.00	$6,050.00	$6,050.00
10	Storm Sewer, Trenched, PVC, 10 In.	122	LF	$60.00	$7,320.00	$50.00	$6,100.00	**$30.00**	$3,660.00	$91.00	$11,102.00	$50.00	$6,100.00	$85.00	$10,370.00	$80.00	$9,760.00	$87.00	$10,614.00
11	Pipe Apron, CMP, 10 In.	2	EA	$1,000.00	$2,000.00	**$315.00**	$630.00	$1,100.00	$2,200.00	$600.00	$1,200.00	$700.00	$1,400.00	$500.00	$1,000.00	$800.00	$1,600.00	$500.00	$1,000.00
12	Subdrain, Corrugated PVC, 4 In.	1584	LF	$12.00	$19,008.00	**$10.50**	$16,632.00	$17.00	$26,928.00	$15.00	$23,760.00	$14.00	$22,176.00	$25.00	$39,600.00	$18.00	$28,512.00	$14.00	$22,176.00
13	Subdrain Outlets and Connections, HDPE, 4 In.	12	EA	$250.00	$3,000.00	**$179.00**	$2,148.00	$200.00	$2,400.00	$250.00	$3,000.00	$250.00	$3,000.00	$250.00	$3,000.00	$440.00	$5,280.00	$350.00	$4,200.00
14	Intake, SW-512, 24 In.	2	EA	$2,500.00	$5,000.00	$4,000.00	$8,000.00	$2,900.00	$5,800.00	**$2,450.00**	$4,900.00	$4,800.00	$9,600.00	$4,000.00	$8,000.00	$4,800.00	$9,600.00	$3,600.00	$7,200.00
15	Manhole, Adjust, Major	2	EA	$3,500.00	$7,000.00	**$1,200.00**	$2,400.00	$2,750.00	$5,500.00	$3,000.00	$6,000.00	$3,000.00	$6,000.00	$3,850.00	$7,700.00	$2,975.00	$5,950.00	$2,200.00	$4,400.00
16	Curb and Gutter, 18" and Match Width, 9" Thickness	45	LF	$45.00	$2,025.00	$85.00	$3,825.00	$55.00	$2,475.00	**$35.00**	$1,575.00	$65.00	$2,925.00	$65.00	$2,925.00	$70.00	$3,150.00	$69.00	$3,105.00
17	Removal of Sidewalk	153	SY	**$5.00**	$765.00	$25.00	$3,825.00	$15.00	$2,295.00	$15.00	$2,295.00	$20.00	$3,060.00	$25.50	$3,901.50	$24.00	$3,672.00	$16.00	$2,448.00
18	Shared Use Path, PCC, 5 In.	1995	SY	$65.00	$129,675.00	$65.50	$130,672.50	$73.50	$146,632.50	$67.00	$133,665.00	$75.00	$149,625.00	$115.00	$229,425.00	$70.00	$139,650.00	**$58.00**	$115,710.00
19	Sidewalk, PCC, 6 In.	43	SY	$60.00	$2,580.00	$92.00	$3,956.00	$90.00	$3,870.00	$80.00	$3,440.00	$85.00	$3,655.00	$190.00	$8,170.00	$165.00	$7,095.00	**$58.00**	$2,494.00
20	Brick/Paver Sidewalk with Pavement Base	15	SY	$890.00	$13,350.00	$400.00	$6,000.00	$400.00	$6,000.00	$498.00	$7,470.00	$350.00	$5,250.00	**$280.00**	$4,200.00	$800.00	$12,000.00	$366.00	$5,490.00
21	Detectable Warning	80	SF	$45.00	$3,600.00	**$30.00**	$2,400.00	$55.00	$4,400.00	$45.00	$3,600.00	$45.00	$3,600.00	$55.00	$4,400.00	**$30.00**	$2,400.00	$66.00	$5,280.00
22	Curb Removal	45	LF	$25.00	$1,125.00	**$10.00**	$450.00	$36.00	$1,620.00	$20.00	$900.00	$20.00	$900.00	$16.00	$720.00	$40.00	$1,800.00	$32.00	$1,440.00
23	Painted Pavement Markings, Solvent/Waterborne	6	STA	$400.00	$2,400.00	$217.00	$1,302.00	$200.00	$1,200.00	$175.50	$1,053.00	**$150.00**	$900.00	$275.00	$1,650.00	$225.00	$1,350.00	$330.00	$1,980.00
24	Temporary Traffic Control	1	LS	**$2,500.00**	$2,500.00	$3,200.00	$3,200.00	$2,900.00	$2,900.00	$2,987.00	$2,987.00	$25,000.00	$25,000.00	$5,000.00	$5,000.00	**$2,500.00**	$2,500.00	$2,750.00	$2,750.00
25	Conventional Seeding, Seeding Fertilizing, and Mulching, Type 4	1	AC	$3,250.00	$3,250.00	$3,200.00	$3,200.00	**$1,000.00**	$1,000.00	$3,734.00	$3,734.00	$1,500.00	$1,500.00	$2,400.00	$2,400.00	$4,710.00	$4,710.00	$3,190.00	$3,190.00
26	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Native Grasses and Forbs	1	AC	$11,000.00	$11,000.00	$10,800.00	$10,800.00	$8,000.00	$8,000.00	$14,641.00	$14,641.00	**$2,500.00**	$2,500.00	$4,250.00	$4,250.00	$4,710.00	$4,710.00	$10,945.00	$10,945.00
27	Sod	468	SQ	$75.00	$35,100.00	$75.00	$35,100.00	$77.00	$36,036.00	$71.07	$33,260.76	**$60.00**	$28,080.00	$85.00	$39,780.00	$80.00	$37,440.00	$75.90	$35,521.20
28	SWPPP management	1	LS	$2,000.00	$2,000.00	$1,600.00	$1,600.00	**$0.01**	$0.01	$1,545.00	$1,545.00	$500.00	$500.00	$4,250.00	$4,250.00	$4,500.00	$4,500.00	$1,650.00	$1,650.00
29	Wattle, Straw, 12 In.	633	LF	$3.00	$1,899.00	$3.00	$1,899.00	$3.00	$1,899.00	$2.58	$1,633.14	**$2.00**	$1,266.00	$2.50	$1,582.50	$4.00	$2,532.00	$3.00	$1,899.00
30	Wattle, Removal	633	LF	$1.00	$633.00	$0.60	$379.80	**$0.01**	$6.33	$0.52	$329.16	$0.10	$63.30	$0.40	$253.20	$0.10	$63.30	$1.00	$633.00
31	Silt Fence, Installation	842	LF	$2.00	$1,684.00	$2.00	$1,684.00	$2.00	$1,684.00	**$1.50**	$1,263.00	$2.00	$1,684.00	$2.50	$2,105.00	$2.25	$1,894.50	$2.00	$1,684.00
32	Silt Fence, Removal of Sediment	842	LF	$0.50	$421.00	$0.30	$252.60	**$0.01**	$8.42	$0.26	$218.92	$0.10	$84.20	$0.50	$421.00	$0.10	$84.20	$1.00	$842.00
33	Silt Fence, Removal	842	LF	$0.50	$421.00	$0.30	$252.60	**$0.01**	$8.42	$0.26	$218.92	$0.10	$84.20	$0.50	$421.00	$0.10	$84.20	$1.00	$842.00
34	Stabilized Construction Entrance	200	SY	$45.00	$9,000.00	$13.00	$2,600.00	$10.00	$2,000.00	**$6.48**	$1,296.00	$10.00	$2,000.00	$17.00	$3,400.00	$30.00	$6,000.00	$21.00	$4,200.00
35	Inlet Protection Device, Filter Sock	2	EA	$105.00	$210.00	$103.00	$206.00	$100.00	$200.00	$98.00	$196.00	$100.00	$200.00	$115.00	$230.00	**$65.00**	$130.00	$105.00	$210.00
36	Inlet Protection Device, Maintenance	2	EA	$75.00	$150.00	$54.00	$108.00	**$0.01**	$0.02	$52.00	$104.00	$20.00	$40.00	$58.00	$116.00	$30.00	$60.00	$55.00	$110.00
37	Segmental Block Retaining Wall	154	SF	$200.00	$30,800.00	**$80.00**	$12,320.00	**$80.00**	$12,320.00	$118.00	$18,172.00	$100.00	$15,400.00	$175.00	$26,950.00	**$80.00**	$12,320.00	**$80.00**	$12,320.00
38	Granular Backfill	12	TON	$100.00	$1,200.00	$31.00	$372.00	$40.00	$480.00	$60.00	$720.00	**$30.00**	$360.00	$100.00	$1,200.00	**$30.00**	$360.00	$31.00	$372.00
39	Safety Rail (Removable Bollard)	1	EA	$1,850.00	$1,850.00	**$540.00**	$540.00	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$1,900.00	$1,900.00	$3,278.00	$3,278.00
40	Construction Survey	1	LS	$4,000.00	$4,000.00	$7,000.00	$7,000.00	**$0.01**	$0.01	$2,987.00	$2,987.00	$500.00	$500.00	$6,000.00	$6,000.00	$8,500.00	$8,500.00	$7,260.00	$7,260.00
41	Demolition Work	1	LS	$1,000.00	$1,000.00	$1,200.00	$1,200.00	**$0.01**	$0.01	$3,500.00	$3,500.00	$1,000.00	$1,000.00	$7,000.00	$7,000.00	$8,000.00	$8,000.00	$4,290.00	$4,290.00
42	Mobilization	1	LS	**$5,000.00**	$5,000.00	$29,300.00	$29,300.00	$54,500.00	$54,500.00	$53,000.00	$53,000.00	$60,000.00	$60,000.00	$10,000.00	$10,000.00	$55,000.00	$55,000.00	$60,000.00	$60,000.00
43	Concrete Washout	1	LS	$1,500.00	$1,500.00	$1,100.00	$1,100.00	**$0.01**	$0.01	$1,000.00	$1,000.00	$500.00	$500.00	$1,500.00	$1,500.00	$500.00	$500.00	$2,750.00	$2,750.00
44	Plants with Warranty (Include Limestone Block Wall)	1	LS	**$4,000.00**	$4,000.00	$5,400.00	$5,400.00	$5,000.00	$5,000.00	$5,125.00	$5,125.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$5,500.00	$5,500.00	$5,470.00	$5,470.00

FORM OF CONTRACT

THIS CONTRACT, made the 3rd day of September, 2024, by and between

N.J. Miller, Inc. , hereinafter called the "Contractor", and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City",

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

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

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

Four Hundred Sixty-Five Thousand, One Hundred Seventeen Dollars and 75/100 ($465,117.75)

computed as follows:

Base Bid

Item No.	SUDAS SPEC	SUDAS DESC.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	2010	C	CLEARING AND GRUBBING	LS	1	$2,000.00	$2,000.00
2	2010	D-1	TOPSOIL, ON-SITE	CY	1,049	$8.00	$8,392.00
3	2010	D-3	TOPSOIL, OFF-SITE	CY	856	$17.00	$14,552.00
4	2010	E	EXCAVATION, CLASS 10 (CONTRACTOR FURNISHED)	CY	5,830	$12.00	$69,960.00
5	2010	E	EXCAVATION, CLASS 10	CY	2,231	$9.00	$20,079.00
6	2010	H	GRANULAR STABILIZATION	TON	100	$45.00	$4,500.00
7	2010	I	SUBGRADE TREATMENT, POLYMER GRID (GEOGRID)	SY	235	$5.00	$1,175.00
8	2010	J	SUBBASE, GRANULAR, 6 IN.	SY	2,355	$11.25	$26,493.75
9	2010	M	COMPACTION TESTING	LS	1	$1,500.00	$1,500.00
10	4020	A-1	STORM SEWER, TRENCHED, PVC, 10 IN.	LF	122	$60.00	$7,320.00
11	4030	B	PIPE APRON, CMP, 10 IN	EACH	2	$1,000.00	$2,000.00
12	4040	A	SUBDRAIN, CORRUGATED PVC, 4 IN.	LF	1,584	$12.00	$19,008.00
13	4040	D	SUBDRAIN OUTLETS AND CONNECTIONS, HDPE, 4 IN.	EACH	12	$250.00	$3,000.00
14	6010	B	INTAKE, SW-512, 24 IN.	EACH	2	$2,500.00	$5,000.00
15	6010	F-1	MANHOLE ADJUST, MAJOR	EACH	2	$3,500.00	$7,000.00
16	7010	E	CURB AND GUTTER, 18" AND MATCH WIDTH, 9" THICKNESS	LF	45	$45.00	$2,025.00
17	7030	A	REMOVAL OF SIDEWALK	SY	153	$5.00	$765.00
18	7030	C	SHARED USE PATH, PCC, 5 IN.	SY	1,995	$65.00	$129,675.00
19	7030	E	SIDEWALK, PCC, 6 IN.	SY	43	$60.00	$2,580.00
20	7030	F	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE	SY	15	$890.00	$13,350.00
21	7030	G	DETECTABLE WARNING	SF	80	$45.00	$3,600.00
22	7040	I	CURB REMOVAL	LF	45	$25.00	$1,125.00
23	8020	B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6	$400.00	$2,400.00
24	8030	A	TEMPORARY TRAFFIC CONTROL	LS	1	$2,500.00	$2,500.00
25	9010	A	CONVENTIONAL SEEDING, SEEDING FERTILIZING, AND MULCHING, TYPE 4	AC	1.0	$3,250.00	$3,250.00
26	9010	B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE GRASSES AND FORBS	AC	1.0	$11,000.00	$11,000.00
27	9020	A	SOD	SQ	468	$75.00	$35,100.00
28	9040	A-2	SWPPP MANAGEMENT	LS	1	$2,000.00	$2,000.00
29	9040	F-1	WATTLE, STRAW, 12 IN.	LF	633	$3.00	$1,899.00
30	9040	D-2	WATTLE, REMOVAL	LF	633	$1.00	$633.00
31	9040	N-1	SILT FENCE, INSTALLATION	LF	842	$2.00	$1,684.00
32	9040	N-2	SILT FENCE, REMOVAL OF SEDIMENT	LF	842	$0.50	$421.00
33	9040	N-3	SILT FENCE, REMOVAL	LF	842	$0.50	$421.00
34	9040	O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	200	$45.00	$9,000.00
35	9040	T-1	INLET PROTECTION DEVICE, FILTER SOCK	EACH	2	$105.00	$210.00
36	9040	T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	2	$75.00	$150.00
37	9071	A	SEGMENTAL BLOCK RETAINING WALL	SF	154	$200.00	$30,800.00
38	9071	C	GRANULAR BACKFILL	TON	12	$100.00	$1,200.00
39	9080	C	SAFETY RAIL (REMOVABLE BOLLARD)	EACH	1	$1,850.00	$1,850.00
40	10010	A	CONSTRUCTION SURVEY	LS	1	$4,000.00	$4,000.00

41	11010	A	DEMOLITION WORK	LS	1	$1,000.00	$1,000.00
42	11020	A	MOBILIZATION	LS	1	$5,000.00	$5,000.00
43	11050	A	CONCRETE WASHOUT	LS	1	$1,500.00	$1,500.00
44	9030	D	PLANTS WITH WARRANTY (INCLUDE LIMESTONE BLOCK WALL)	LS	1	$4,000.00	$4,000.00

TOTAL BASE BID: $465,117.75

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

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

ARTICLE V. CONTRACT TIME- The bidder to whom the Contract is awarded shall commence work on or after September 3, 2024, and no later than the date to begin work set forth in a Notice to Proceed from the City or its authorized representative, to the Contractor. All work shall be done in strict compliance with the plans and specifications prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work on this contract shall be substantially completed by November 1, 2024. Final seeding and Project Completion date shall be April 15, 2025. The beginning and completion dates will be included in and made part of the contract between the successful bidder and the City. Liquidated damages in the amount of Five Hundred Dollars and no/100 ($500.00) per calendar day shall be charged for every day past the substantially complete and final completion dates. Liquidated damaged shall not be assessed as concurrent charges.

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

1) Addenda to proposed Contract Documents
2) Contract with the City of Bettendorf, Iowa
3) Special Conditions
4) Plan Drawings
5) Iowa Statewide Urban Design and Specifications (SUDAS), Specifications
6) Contractor's Performance and Payment and Maintenance Bond
7) Contractor's Proposal
8) Notice To Bidders
9) Instruction To Bidders
10) Non-Collusion Affidavit

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

N.J. Miller, Inc.
(Contractor)

By _____

_____

Title

ATTEST:

_____

_____
Title

CITY OF BETTENDORF, IA

_____
Robert S. Gallagher
Mayor

ATTEST:

_____
Decker P. Ploehn
City Clerk

This Instrument approved by the City Council of the City of Bettendorf, Iowa, pursuant to Resolution Number _____ passed _____, 2024.

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution setting the date for a public hearing regarding the sale of City owned property for the I-80 and Middle Road Interchange Project.

Explanation
The City owns 22.5 acres of undeveloped property along Middle Rd, south of Indiana Ave and north of Interstate 80 (I-80). As part of the I-80 and Middle Rd Interchange Reconstruction, a portion of that property will need to become right-of-way and be acquired by the Iowa Department of Transportation (IADOT). The property has been appraised and a review appraisal was also completed in accordance with federal highway procedures. Staff has been working with IADOT on the interchange project and sees no issue with this sale. A total of 2.07 acres will be acquired.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
There is no expense associated with this request.

List Attachments
Resolution; Acquisition Plat

RESOLUTION NO. _____-24

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING REGARDING THE SALE OF CITY OWNED PROPERTY FOR THE I-80 AND MIDDLE ROAD INTERCHANGE PROJECT

WHEREAS, the City of Bettendorf (the "City") is the owner of certain real estate located along Middle Road (the "Property") specifically described as Parcel No. 943537003 at the Scott County Recorder's Office, and

WHEREAS, a portion of that property is needed for right-of-way to facilitate roadway improvements along Middle Road and Interstate 80, and

WHEREAS, the Iowa Department of Transportation has expressed interest in acquiring a portion of the property to make the aforementioned improvements.

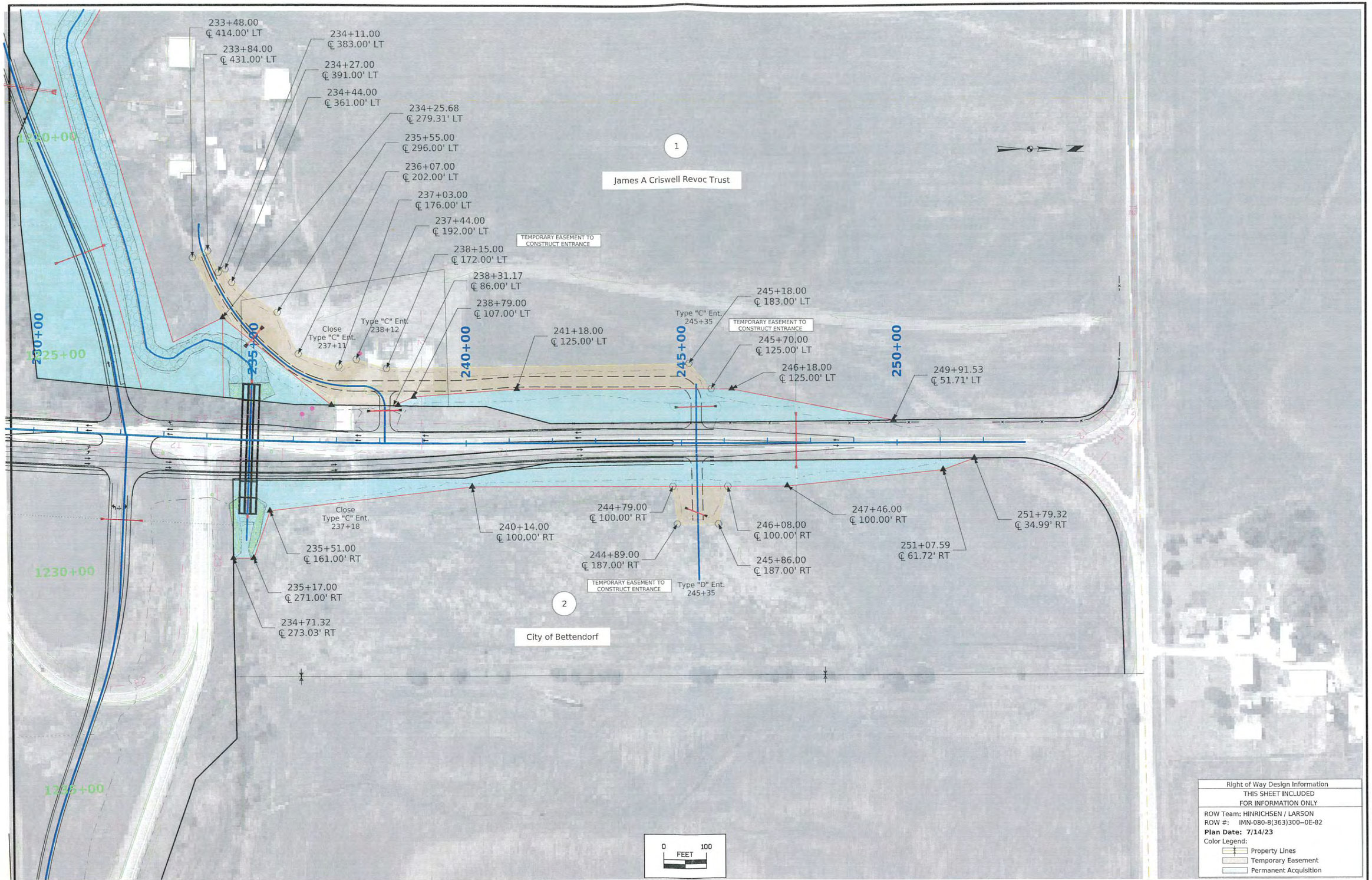
NOW, THEREFORE, BE IT RESOLVED, that this Council will conduct a public hearing to sell a portion of City owned property along Middle Road to the Iowa Department of Transportation in the City Hall Council Chambers at 1609 State Street, Bettendorf, Iowa at 7:00 p.m. on the 17th day of September, 2024, and the City Clerk is hereby instructed to give notice of said hearing, said notice to be published at least once as provided by law, not less than 4 days nor more than 20 days before the date set for the hearing.

Passed, Approved and Adopted this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk



FILE NO.	ENGLISH	DESIGN TEAM HOLST\TAMRAKAR\BENNETT	SCOTT COUNTY	PROJECT NUMBER IM-NHS-080-8(357)300--03-82	SHEET NUMBER HE.2

11:24:12 AM 6/11/2024 thinric pw:\\NTPwint1.dot.int.lan:PWMain\Documents\Projects\8208002022\ROW\ROW_82080363.dgn

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COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Mike Arnold, Building Maintenance Supervisor

Item Title
Resolution authorizing the Director of Public Works to issue a purchase order to Barron Equipment Company, Inc. for gate controllers at City Hall.

Explanation
The power gate operators securing the Police Department rear parking lot are experiencing various mechanical failures. The operators are no longer supported by the manufacturer and parts are becoming obsolete. The proposed improvements consist of removing the existing gate operators and installing six (6) Lift Master gate controllers with battery backup systems, compartment heaters, and appropriate safety features.

Staff solicited two (2) quotes for this project. Barron Equipment Company, Inc. of Davenport, Iowa was the low bidder of two (2) quotes received. Quotes ranged from the high of $38,826.00 to the low of $34,820.90.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
This project (PW0604) is funded within the Community Improvement Program (CIP) with a budget of $200,000.00. Per the request to City Council to adjust that project, multiple smaller projects are planned to be funded with that dollar amount including this purchase.

List Attachments
Resolution, Quote.

RESOLUTION NO. _____-24

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO BARRON EQUIPMENT COMPANY, INC. FOR GATE CONTROLLERS AT CITY HALL

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, purchase of the power gate operators is a key component of maintaining the City's building facilities; and

WHEREAS, Barron Equipment Company, Inc. was the low bidder of two (2) quotes received in the amount of $34,820.90.

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 Barron Equipment Company, Inc. in the amount of $34,820.90.

Passed, Approved and Adopted this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

QUOTATION

Barron Equipment Company, Inc.
4710 N Brady Street
Davenport, IA 52806-3903
(563) 391-1052

Order Number	
1236402	
Order Date	Page
07/31/2024 08:07:52	1 of 2

Quote Expires On: 08/30/2024

Bill To:

City of Bettendorf
4403 Devils Glenn Rd
Garage #2
Bettendorf, IA 52722

563-344-4088

Ship To:

City of Bettendorf City Hall
1609 State St
Bettendorf, IA 52722-4937
US

Requested By: Mr. Mike Arnold

Customer ID: 19018

PO Number	*Ship Route*	*Taker*
Quote - Replacement Gate Openers		NMATTHYS

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					Order Note: Lead Time: TBD FOB: Factory Freight: Not Included Special Terms: 40% due at the time the order has been accepted 60% due NET 15 once order has been completed Product will not be ordered, nor will the order be scheduled until the initial installment has been received. Delays in receipt of the initial installment may impact lead times, pricing, and installation/service availability. Freight, if included, is an estimate and subject to change.			
6.00	0.00	6.00	EA	1.0	LMWEKITU Monitored Wireless Edge Kit	EA 1.0	170.1400	1,020.84
6.00	0.00	6.00	EA	1.0	HTR HEATER KIT HTR Heater Kit	EA 1.0	273.0800	1,638.48
6.00	0.00	6.00	EA	1.0	INSL24UL INDUSTRIAL DC SLIDE 1PH	EA 1.0	3,363.4400	20,180.64
6.00	0.00	6.00	EA	1.0	3PHCONV 3 Phase Voltage Converter	EA 1.0	385.3900	2,312.34
6.00	0.00	6.00	EA	1.0	S505AL Small Resistive Edge- alum 5 ft	EA 1.0	144.7500	868.50
6.00	0.00	6.00	EA	1.0	LMWETXU Monitored Wireless Edge Transmitter	EA 1.0	89.3800	536.28

QUOTATION

Barron Equipment Company, Inc.
4710 N Brady Street
Davenport, IA 52806-3903
(563) 391-1052

Order Number	
1236402	
Order Date	Page
07/31/2024 08:07:52	2 of 2

Quote Expires On: 08/30/2024

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Monitored Wireless Edge Transmitter			
1.00	0.00	1.00	EA	1.0	LABOR-DAV INSTALL Dav Install	EA 1.0	6,600.0000	6,600.00
1.00	0.00	1.00	EA	1.0	LABOR - VENDOR Labor-Vendor	EA 1.0	1,200.0000	1,200.00
					Electrical disconnection and reconnection of each operator and transformer. Assumes two trips to disconnect and two trips to reconnect.			

Total Lines: 8

SUB-TOTAL:	34,357.08
TAX:	0.00
CREDIT CARD FEE:	0.00
ENERGY SURCHARGE:	463.82
AMOUNT DUE: *U.S. Dollars*	**34,820.90**

Note: All payments made by credit card will be assessed a 3.5% processing fee, added to the invoice and charged at the time of processing.

Note: Unless specified freight charges will be invoiced

Note: All electrical and control wiring work done by others including low voltage

Note: Installation (if included) during normal business hours (Monday - Friday 7:00AM to 4:00PM)

Note: All storing and unloading done by others

Note: Permitting if required by others

Note: Unless otherwise specified above

Pricing reflects the cost of materials as of the date of this proposal. If the cost of materials increases prior to the date of their purchase, the pricing will be adjusted to reflect the actual costs incurred on the date of purchase.

Accepted by: _____ ***Date:*** _____

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Austin Whelan, Transit Operations Manager

Item Title
Resolution approving and recertifying the Agency Safety Plan for City of Bettendorf Transit.

Explanation
The City of Bettendorf Transit's Agency Safety Plan (ASP) was initially approved by City Council on May 5, 2020. Bipartisan Infrastructure Law changes to 49 U.S.C 5329(d) require recipients to conduct an annual review for the purposes of updating and recertifying the ASP. Updates made to the ASP must be approved by the Agency's Safety Committee followed by approval from City Council.

City of Bettendorf Transit's Safety Committee met on August 27, 2024 to complete the review and update process as well as to set the Safety Performance Targets for FY2025. A summary of the changes can be found on Page 5 of the attached ASP. The Safety Committee has voted to approve the updates to the ASP and has provided a recommendation for Bettendorf City Council to do the same.

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

List Attachments
Resolution
Bettendorf Transit Agency Safety Plan
Safety Committee Recommendation Letter

RESOLUTION NO: _____-24

RESOLUTION APPROVING RECERTIFYING THE AGENCY SAFETY PLAN FOR CITY OF BETTENDORF TRANSIT

WHEREAS, Public Transportation Agency Safety Plan (PTASP) regulation (49 CFR Part 673) requires all small transit systems to have an Agency Safety Plan (ASP); and

WHEREAS, The Bipartisan Infrastructure Law 49 U.S.C 5329(d) requires recipients to conduct an annual review for the purposes of updating and recertifying the ASP; and

WHEREAS, City of Bettendorf Transit's Safety Committee has approved the current ASP and all updates; and

WHEREAS, City of Bettendorf Transit is a recipient of Federal 5307 funds and meets the requirement for an ASP.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the updated Agency Safety Plan for City of Bettendorf Transit be approved and recertified.

Passed, Approved, and Adopted this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

SAFETY – SAFETY – SAFETY – SAFETY – SAFETY

Bettendorf IOWA
a premier city

AGENCY SAFETY PLAN (ASP)

CREATED: March 10, 2020

LAST UPDATED: August 27, 2024

SAFETY – SAFETY – SAFETY – SAFETY – SAFETY

AGENCY SAFETY PLAN (ASP):

Bettendorf Transit
1609 State St.
Bettendorf, Iowa
52722

Annual Recertification		
1ST Recertification	7/20/2021	
2ND Recertification	8/10/2022	
3RD Recertification	8/15/2023	
4TH Recertification	9/3/2024	
5TH Recertification		

This Public Transit Agency Safety Plan is hereby certified, adopted and signed by:
Brian Schmidt, Public Works Director
Accountable Executive Name and Title



8/27/2024

Accountable Executive Signature ***Date***

The Chief Safety Officer (CSO) is the person designated by the Transit Agency to manage and implement the Public Transit Agency Safety Plan, as well as answer any questions regarding the Agency's Transit Safety Plan.

Transit Agency Chief Safety Officer Contact Information	
Title:	Transit Operations Manager
Name:	Austin Whelan
Address:	4403 Devils Glen Rd.
Phone:	563/344-4104
Email:	awhelan@bettendorf.org

Transit Agency Information

Transit Agency Name	City of Bettendorf (Bettendorf Transit)		
Transit Agency Address	1609 State Street		
Name and Title of Accountable Executive	Brian Schmidt, Public Works Director		
Name of Chief Safety Officer or SMS Executive	Austin Whelan		
Mode(s) of Service Covered by This Plan	Bus (MB)	**List All FTA Funding Types (e.g., 5307, 5310, 5311)**	5307,5310,5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Bus (MB), Directly Operated (DO) ADA Paratransit (DR), Paid Transportation (PT)		

Does the agency provide transit services on behalf of another transit agency or entity?	Yes ☐	No ☒	**Description of Arrangement(s)**	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A			

Name of Entity That Drafted This Plan	City of Bettendorf/Bettendorf Transit	
Approval by the Board of Directors or an Equivalent Authority	**Name of Individual/Entity That Approved This Plan**	**Date of Original Approval**
	Bettendorf City Council	5/05/2020
	Relevant Documentation (title and location)	
	Resolution No.161-20 is available from the CSO.	
Certification of Compliance	**Name of Individual/Entity That Certified This Plan**	**Date of Original Certification**
	Brian Schmidt, Accountable Executive	5/27/2020
	Relevant Documentation (title and location)	
	Accountable Executive's signature is on page 2 of this document.	

ACTIVITY LOG

Version Number and Updates

Record the complete history of successive versions of this plan.			
Version Number	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
Original (0)	Entire Document	Plan Creation	3/10/2020
1st	**SPT - Sect. 3.3.1 p.15, Meetings schedule - Sections 1.2 and 3.2.1 pp. 6 &14**	To update Safety Performance Targets and committee meetings schedule.	7/07/2021
2nd	**1.3.1-Safety Committee responsibilities update, p.8.** **1.4.2-Mandatory Safety Training Topics to include de-escalation training, p.10.** **2.5-Exposure to Infectious Diseases addition p.12.** **2.6-Added risk reduction program for vehicular and pedestrian accidents, transit worker assaults and performance targets, p.13.** **3.3.1- Updated SPT p.16**	To update Safety Performance Targets and reflect required PTASP updates congruent to Bipartisan Infrastructure Law changes to 49 U.S.C § 5329(d)	7/20/2022
3rd	**Transit Agency Chief Safety Officer Contact Information, p.2.** **Transit Agency Information- Name of Chief Safety Officer or SMS Executive, p.3.** **1.3 Organization Structure, p7.** **1.3.1 Updated Chief Safety Officer position description, p8.** **1.4.2 Sect C- Updated training dates to reflect intended training for new CSO, p10.** **3.3.1- Updated SPT, p16.**	To update Safety Performance Targets and CSO information due to a retirement and subsequent new hire of a Transit Operations Manager.	7/27/2023

4th	**1.2 Annual PTASP Review and Update p.7-8** **1.3 Organization Structure p.8** **1.3.1 PTASP Safety Committee Authorities, Accountabilities, and Responsibilities p.9** **1.4.2 sec B Safety Training for Operations Personnel p.11** **2.6 Risk Reduction Program p.14** **3.3.1 Safety Performance Targets p.17**	Annual review and update by Safety Committee. Changes include updates to bring PTASP into compliance with the new implemented changes to 49 CFR Part 673, as well as the setting of Safety Performance Targets and measures, including for the Risk Reduction program.	8/27/2024
5th			

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SECTION 1- SAFETY POLICIES AND PROCEDURES

1.1 Safety Management Policy Statement

1.2 Annual PTASP Review and Update

1.3 Description of Organizational Structure

1.3.1 Authorities, Accountabilities, and Responsibilities

1.4 Safety Promotion, Culture and Training

1.4.1 Safety Culture

1.4.2 Safety Training

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SECTION 1- SAFETY POLICIES AND PROCEDURES

1.1 SAFETY MANAGEMENT POLICY STATEMENT

Bettendorf Transit is committed to Safety Management as a systematic and comprehensive approach to identifying safety hazards and risks associated with transit system operations and related maintenance activities. Bettendorf Transit has adopted a Safety Management Systems (SMS) framework as an explicit element of the agency's responsibility by establishing safety policy; identifying hazards and controlling risks; goal setting, planning and measuring performance. Furthermore, Bettendorf Transit has adopted SMS as a means by which to foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

To ensure transit safety, and in order to comply with Federal Transit Administration (FTA) requirements, Bettendorf Transit has developed and adopted this Agency Safety Plan (ASP) to comply with FTA regulations 49 C.F.R. Part 673 and confirms that this ASP addresses applicable requirements and standards in FTA's Public Transportation Safety Plan and the National Public Transportation Safety Plan.

The Accountable Executive and Bettendorf City Council, in cooperation with the Iowa Department of Transportation (Iowa DOT) and Bi-State Regional Commission, have reviewed the ASP and assures that its content has met the requirements of 49 C.F.R. Part 673.

1. Safety is a core business value;
2. Safety excellence is a key component of our mission;
3. Safety is a source of our competitive advantage; our business will be strengthened by making safety excellence an integral part of all our public transportation activities; and
4. Accidents and serious incidents are preventable and do not occur out of the blue; they are preceded by precursors (events, behaviors, and conditions) that can be identified, assessed and mitigated through physical, administrative and behavioral defense strategies.

Basic elements of our safety approach include:

- Ensure resources are provided for managing safety during service delivery;
- Commitment to an employee safety reporting program to convey that receiving safety information from employees is critical to the operation and success of the SMS;
- Ensure no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure dictates, beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures; and
- Is communicated, with visible and explicit support from executive management, throughout the transit agency.



8/27/2024

Accountable Executive Signature ***Date***

1.2 ANNUAL PTASP REVIEW AND UPDATE

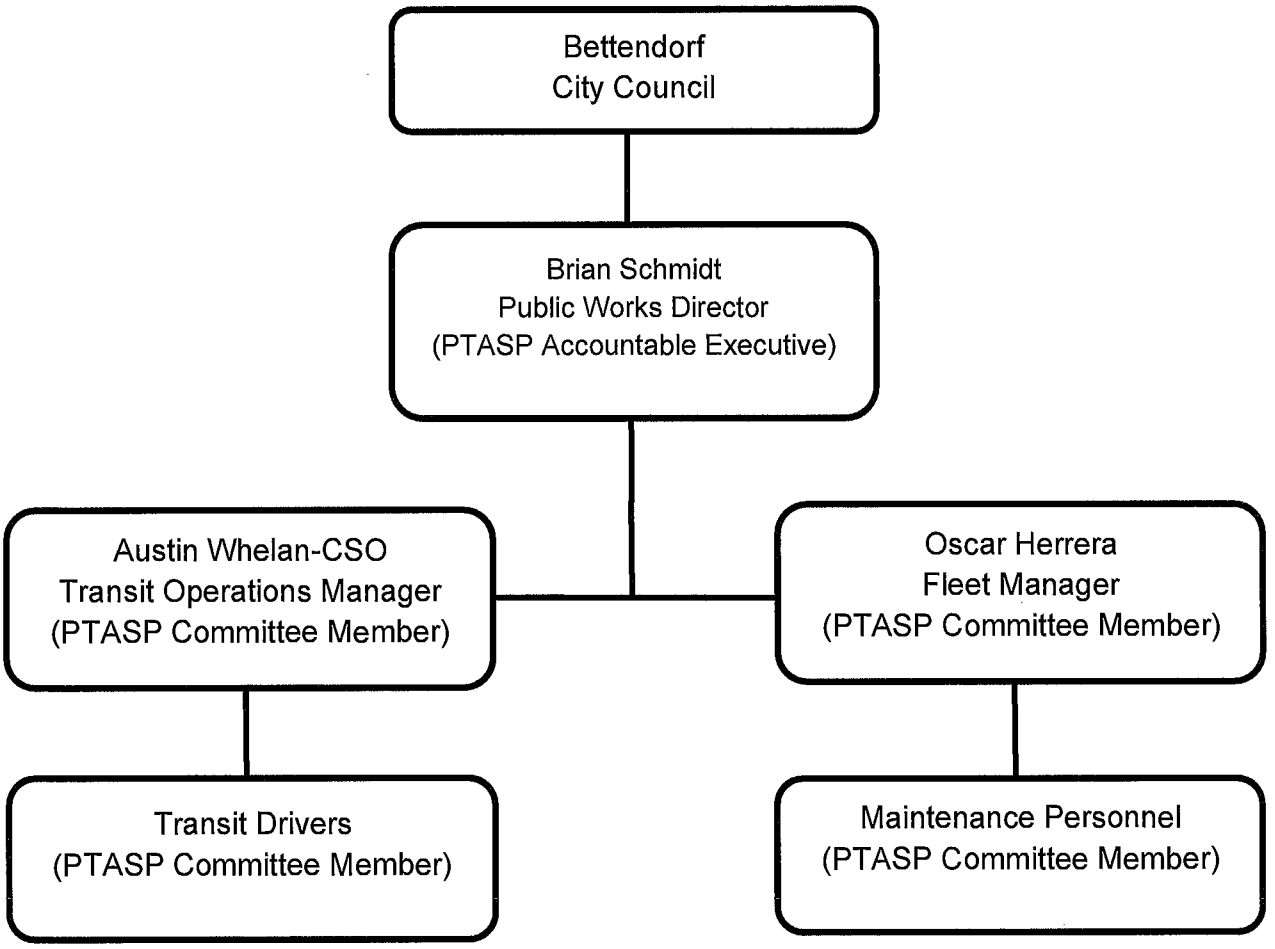
An annual review and update will be conducted and approved by the PTASP Committee no later than August 31st of each year. Necessary updates outside the annual update window will be handled as PTASP addendums. Any subsequent updates and addendums will be documented in the PTASP Activity Log

included on page 4 of this document. The Annual self-certification will include the Accountable Executive signing and dating page 2 of this document, a motion of approval from the Safety Committee, and an approval resolution from the Bettendorf City Council. The plan will then be submitted to the Iowa Department of Transportation and Bi-State Regional Commission (MPO) for review. FTA will use its existing Certifications and Assurances process to ensure Bettendorf Transit complies with the self-certification process.

1.3 ORGANIZATION STRUCTURE

Management has the overall responsibility of safe and secure operations of Bettendorf Transit and contract service operators. Each employee is required to carry out specific system safety responsibilities, depending on his/her position, in compliance with the PTASP. The following chart shows the reporting structure.

Bettendorf Transit
PTASP Organizational Chart



1.3.1 Authorities, Accountabilities, and Responsibilities

Accountable Executive (Executive Management)	The Accountable Executive is the single, identifiable person with ultimate responsibility for carrying out the Public Transportation Agency Safety Plan for Bettendorf Transit; responsibility for carrying out the Bettendorf's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both Bettendorf's Public Transportation Agency Safety Plan and Transit Asset Management Plan.
Chief Safety Officer or SMS Executive (Agency Leadership)	The Chief Safety Officer is responsible for safety and reports directly to Bettendorf's Accountable Executive. The Chief Safety Officer for Bettendorf Transit serves in other operational or maintenance capacities because Bettendorf Transit is a small public transportation provider as defined in § *673.5*, and does not operate a rail fixed guideway public transportation system. The Chief Safety Officer for Bettendorf Transit has the authority and responsibility for day-to-day implementation and operation of Bettendorf Transit's SMS.
PTASP Safety Committee (Key Staff)	The Bettendorf Transit PTASP Safety Committee is comprised of and equal number of frontline transit workers and management representatives and will be responsible for assisting in the development, approval and implementation of the ASP, reviewing the progress of the Plan, and ensuring that the communication process is effective. The Committee is also responsible for (I) identifying and recommending risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through Bettendorf Transit's safety risk assessment. (II) Identifying mitigations or strategies that may be ineffective, inappropriate or were not implemented as intended; and (III) identifying safety deficiencies for purposes of continuous improvement. The Committee is comprised of the following: • Accountable Executive- Chair (*Non-Voting) • Transit Operations Manager (Chief Safety Officer) • Fleet Manager • Transit Drivers • Mechanics The AFSCME Union President will be responsible for appointing a Transit Driver and a Mechanic to serve on the safety committee. Appointments will be for 3 years. No additional compensation will be provided for any committee members. The CSO will have the responsibility of developing the meeting agenda packet for each safety committee meeting. Minutes of each safety committee meeting will be recorded and kept with all files related to the meeting. From time to time the safety committee may need to access technical experts to serve in an advisory capacity as well as access other information to support deliberations. These instances will be handled on a case-by-case basis to ensure the proper experts and information are obtained for the specific task at hand. For all required decisions of the safety committee, the chair will call for a vote. Motions will pass by a majority. Any disputes or ties in voting will be resolved utilizing the dispute resolution process as outlined in the AFSCME General Union contract. Once all decisions are reached the safety committee will send their approvals and recommendations on to the Bettendorf City Council for final review and approval. This will be completed in the form of a council letter and resolution to be taken up at the next Council meeting.

1.4 SAFETY PROMOTION, CULTURE AND TRAINING

Bettendorf Transit believes safety promotion is critical to the success of SMS by ensuring that the entire organization fully understands and trusts the SMS policies, procedures, and structure. It involves establishing a culture that recognizes safety as a core value, training employees in safety principles, and allowing open communications of safety issues. Once approved, the Safety Management Policy will be provided to and discussed with appropriate transit related personnel. This will include vehicle maintenance employees who repair transit buses. The Safety Management Policy will also be reviewed with all new transit employees as part of the training process. Additional communication tools reinforcing the Safety Management Policy are safety bulletin boards and handouts.

A general review of the policy will then commence at future Safety Meetings.

1.4.1 Safety Culture

Positive safety culture must be generated from the top-down. The actions, attitudes, and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee with the ultimate responsibility for safety resting with the Accountable Executive and City Council of Bettendorf. Employees must trust that they will have management support for decisions made in the interest of safety while recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at Bettendorf Transit is to develop a positive safety culture that allows SMS to succeed. A positive safety culture at Bettendorf Transit is defined as one which is:

A. An Informed Culture

- Employees understand the hazards and risks involved in their areas of operation;
- Employees are provided with the necessary knowledge, training and resources; and
- Employees work continuously to identify and overcome threats to safety.

B. A Just Culture

- Employees know and agree on what is acceptable and unacceptable behavior; and
- Human errors must be understood but negligence and willful violations cannot be tolerated.

C. A Reporting Culture

- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action; and
- When safety concerns are reported through the employee safety reporting program (ESRP), safety actions in response to the concerns are communicated back to staff.

D. A Learning Culture

- Learning is valued as a lifetime process beyond basic-skills training;
- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety; and
- Employees are updated on safety issues by management and safety reports are fed back to staff so that everyone learns the pertinent lessons.

1.4.2 Training

SMS, specific training will be required for all Bettendorf Transit employees and contractors designated as directly responsible for safety in Bettendorf Transit's system to explain the agency's safety culture and describe how SMS works. The CSO is the resource person for providing a corporate perspective on Bettendorf Transit's approach to safety management. Once the SMS is implemented, safety training needs will depend on the safety responsibilities of the individual staff members and the nature of tasks performed. This process also includes refresher training, as necessary. All training shall be monitored by the CSO.

Mandatory Safety Management Training Topics Include:

A. Initial Safety Training for All Staff *(Provided through staff meetings and new hire orientations as noted)*

1. Basic principles of safety management including the integrated nature of SMS, risk management, safety culture, etc. *(provided by staff meetings and new hire orientation);*
2. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards *(provided by staff meetings and new hire orientation)*;
3. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues *(provided by staff meetings and new hire orientation);*
4. Organizational structure, roles and responsibilities of staff in relation to safety *(provided by staff meetings and new hire orientation);*
5. Transit agency's safety record, including areas of systemic weakness *(provided by staff meetings and new hire orientation);*
6. Requirement for ongoing internal assessment of organization safety performance (e.g. employee surveys, safety audits, and assessments) *(provided by staff meetings and new hire orientation);*
7. Reporting accidents, incidents, and perceived hazards *(provided by staff meetings and new hire orientation);*
8. Lines of communication for Safety Officer *(provided by staff meetings and new hire orientation);*
9. Feedback and communication methods for the dissemination of safety information *(during regular recurring meetings);* and
10. Safety promotion and information dissemination *(provided on the transit and garage communication boards, as handouts during meetings and randomly as required)*

B. Safety Training for Operations Personnel *(Provided through yearly training, staff meetings and in responses noted)*

1. Unique hazards facing operational personnel (includes de-escalation training) *(refer to Transit Driver Training Manual, sections 3.18, 3.19, 4.1, 4.3, 4.6, 4.14 and 5.2);*
2. Seasonal safety hazards and procedures (e.g. winter operations) *(refer to Transit Driver Training Manual, section 4);*
3. Procedures for hazard reporting *(provided by staff meetings and new hire orientation);*
4. Procedures for reporting accidents and incidents *(refer to Transit Driver Training Manual, section 1.9 and 5..1);*
5. Emergency procedures *(refer to Transit Driver Training Manual, sections 3.14, 3.16, 3.18 and 5.1 for specific details)*

C. Training for Management/Safety Officer

SMS Awareness

1. Introduction to Safety Management Systems (SMS)
2. The four components of FTA's SMS Framework
3. The importance of Employee Safety Reporting Systems to the success of SMS

Roadmap to Drafting an Agency Safety Plan for Bus Agencies

1. Overview of the Public Transportation Agency Safety Plan Regulation
2. Applicable transit agencies and personnel
3. Leveraging Resources for drafting an Agency Safety Plan
4. Safety Management Policy requirements
5. Safety Risk Management requirements
6. Safety Assurance requirements
7. Safety Promotion requirements
8. Certifying the Agency Safety Plan and next steps

SMS Safety Assurance

1. FTA SMS Framework
2. Safety Assurance activities and tools
3. The relationship between Safety Risk Management (SRM) and Safety Assurance (SA)
4. Current SRM/SA activities and tools, as well as the gaps that exist
5. Safety Performance Monitoring and Measurement
6. Practical Drift
7. Management of Change
8. Continuous Improvement
9. Online pretest and online final exam

SECTION 2- SAFETY RISK MANAGEMENT (SRM)

2.1 HAZARD IDENTIFICATION

Establishing effective hazard identification programs is fundamental to safety management at Bettendorf Transit. Hazard identification can be reactive or proactive in nature. Occurrence reporting, incident investigation and trend monitoring are essentially reactive. Other hazard identification methods actively seek feedback by observing and analyzing day-to-day operations. Common hazard identification activities include:

- Safety assessments;
- Trend monitoring;
- Hazard and incident reporting;
- Safety surveys;
- Safety audits; and
- Evaluating customer suggestions and complaints.

The number of near-miss incidents, known as precursors, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursors is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. Bettendorf Transit employs systematic safety improvements by discovering and learning of potential weaknesses in the system's safety.

2.1.1 Employee Safety Reporting Program and Non-Punitive Reporting Policy

Bettendorf Transit is committed to the safest transit operating standards possible. To achieve this, it is imperative that Bettendorf Transit have uninhibited reporting of all incidents and occurrences which may compromise the safe conduct of our operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

Occupational health and safety is the mutual concern of the Employer, the Union and employees. Employees, or the Union, shall report safety and health hazards of which they are aware to the CSO. Hazards or potential hazards are to be reported by filling out a Hazard Report Form. Bettendorf Transit shall comply with applicable federal, state and local safety laws, rules, and regulations.

Bettendorf Transit will not take disciplinary action against any employee who discloses an incident or occurrence involving transit safety. This policy shall not apply to information received by Bettendorf Transit from a source other than the employee, or which involves an illegal act, or a deliberate or willful disregard of promulgated regulations or procedures.

The primary responsibility for transit safety rests with the Transit Operators and the CSO, however transit safety is everyone's concern.

Bettendorf Transit's method of collection, recording and disseminating information obtained from hazard report forms has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

Bettendorf Transit urges all staff to practice the SMS transit safety procedures outlined in the PTASP to help Bettendorf Transit become a leader in providing transit riders and employees with the highest level of transit safety.

2.2 RISK ASSESSMENT

Once hazards have been identified, Bettendorf Transit will conduct an assessment to determine their potential consequences. Factors to be considered are the likelihood of occurrence, the severity of the consequences should there be an occurrence, and the level of exposure to the hazard. Bettendorf Transit will assess risks subjectively by experienced personnel using a Risk Assessment Matrix (RAM). Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will simply need monitoring. If the risks are unacceptable, steps will be taken by Bettendorf Transit to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard.

2.3 RISK MITIGATION

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. Bettendorf Transit will further manage risk by completing a Hazard Identification and Risk Assessment Log that can help prioritize safety risks. The level of risk can be lowered by reducing the severity of the potential consequences, by reducing the likelihood of occurrence and/or by reducing the exposure to that risk.

In general, Bettendorf Transit will take the following safety actions to mitigate risk. These actions can be categorized into three broad categories, including:

1. **Physical Defenses:**
   These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g. traffic control devices, fences, safety restraining systems, transit monitoring systems, etc.)
2. **Administrative Defenses:**
   These include procedures and practices that mitigate the likelihood of accident/incident (e.g. safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.) and
3. **Behavioral Defenses:**
   These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency. The Zero Fatalities Iowa campaign is an example.

2.4 PRIORITIZED SAFETY RISKS

Once hazards have been identified and risk levels assessed, Bettendorf Transit will prioritize safety risks. A Prioritized Safety Risk Log is used to organize system safety risks. The Prioritized Safety Risk Log identifies the priority level for safety risks, a description of the risk, planned mitigation strategies to address the risk, the outcome of the planned mitigation strategies, responsible staff, a timeline of the planned mitigation strategies, and the status of the prioritized safety risk. Prioritized Safety Risk Log is updated frequently to ensure continual progress towards risk reduction. Bettendorf Transit will review and revise existing mitigations as needed. Bettendorf Transit will prioritize safety risks and assign resources as necessary. Whenever a questions arises that is out of the realm of sublet matter experts on hand, help outside of the agency will be sought.

2.5 EXPOSURE TO INFECTIOUS DISEASES

Congruent to Bipartisan Infrastructure Law changes to 49 U.S.C § 5329(d), Bettendorf Transit has enacted strategies to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions that are consistent with guidelines of the Centers for Disease Control and Prevention and/or State and local health authorities in order to minimize exposure to infectious diseases. Mitigation strategies include, but are not limited to, driver barrier shields and consistent disinfecting of all buses and shelters.

2.6 RISK REDUCTION PROGRAM

The overall goal of the risk reduction program is for transit operations to improve safety by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted to the national transit database. The following subsections are the core tenets to reducing operational risks.

2.6.1 Vehicular and Pedestrian Accidents

A process has been established for reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments. Current updates in bus retrofits include the addition of reverse cameras on each but to allow operators to have a better visual of the rear of the bus. The system will continue to monitor for the need to implement additional measures including the introduction of ADAS and other mitigation technologies onto buses.

2.6.2 Transit Worker Assaults

Controls have been established for the mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses. Plexiglas barriers have been installed on all Bettendorf buses to restrict the unwanted entry of individuals and objects into the workstations of bus operators. The onboard video surveillance system has been expanded to include coverage in the driver compartment as well as additional signage indicating audio and video recording in progress to help deter unwanted behaviors.

2.6.3 Risk Reduction Performance Targets

The safety committee has established performance targets for the risk reduction program using a 3-year rolling average of the data submitted by Bettendorf Transit to the national transit database under form S&S-60.

Totals are based on the last three (3) Fiscal Years averaged totals. For ease of understanding rates are calculated per 100,000 miles.

Mode of Transit Service	Major Events	Major Event Rate	Collisions	Collision Rate	Injuries	Injury Rate	Assaults on Transit Workers	Rate of Assaults on Transit Workers
Bus (MB)	0.33	0.20	3	1.77	0	0	0	0

2.6.4 Safety Committee Recommended Mitigations

Any identified and recommended safety risk mitigations will be included in this section by reference.

SECTION 3- SAFETY ASSURANCE

Safety assurance provides the necessary feedback to ensure that the SMS is functioning effectively and that Bettendorf Transit is meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated, or in other words, what metrics will be used to assess system safety and determine if the safety management system is working properly. Having decided on the metrics by which success will be measured; safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement. Safety assurance activities serve as a check on Bettendorf Transit's safety risk management process to minimize the exposure of the public, personnel, and property to unsafe conditions.

3.1 DEFINING SAFETY GOALS AND OBJECTIVES/OUTCOMES

Setting safety goals and objectives is part of strategic planning and establishing safety policy for Bettendorf Transit. Clearly defining safety goals is the first part in creating a safety performance measurement system.

Safety goals are general descriptions of desirable long-term impacts. For example, a general safety goal might be, *"Foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety."*

Safety objectives or outcomes are more specific statements that define measurable results. For example, a specific safety objective for the goal stated above might be, *"Establish regular transit safety meetings comprised of staff at varying levels, including managers, operators and maintenance personnel."*

The safety objective/outcome will then be measured by defining specific performance metrics, including a baseline and target, that **Bettendorf Transit** will determine is reasonable.

3.2 DEFINING SAFETY PERFORMANCE MEASURES

Performance measurement is the regular systematic collection, analysis and reporting of data that track resources used, work produced and whether specific outcomes were achieved. In other words, it is a tool to quantify and improve performance, and engage and communicate with Bettendorf Transit staff and external stakeholders. The two (2) core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes, and efficiency among many other criteria. Bettendorf Transit monitors operations to better understand safety performance. This is done by talking to employees, reviewing data and monitoring field activities. This process informs management of breakdowns in training, communications, or other issues.

Bettendorf Transit will utilize these basic principles of performance measurement, including:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Credibility and robustness
- Forward-looking measures
- Integration into agency decision-making
- Timely reporting
- Understand agency specifics, including context and scale of operations
- Realism of goals and targets

3.2.1 Safety Performance Monitoring and Measurement

Describe activities to monitor the system for compliance with procedures for operations and maintenance.
The Chief Safety Officer (CSO), is responsible for ensuring that the PTASP will be implemented as intended. The CSO will review system documents and operating procedures as needed to test for compliance. The CSO will also review the system documents and operating procedures of Bettendorf Transit and those of its contractors, as needed to test for compliance. Any shortcomings will be formally noted and addressed. A timetable for correcting the shortcomings will be included with follow-up. The PTASP Safety Committee will meet semi-annually to review the first six-months of each fiscal year. A review of any reports involving the PTASP will be provided. The Committee will have the ability to modify the PTASP if necessary. The PTASP Safety Committee will also meet annually to review the previous year and implement, as appropriate, any updates to the PTASP. Necessary updates will be provided to the Accountable Executive.
Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.
Any hazard that is identified and recorded with a corresponding mitigation will be reviewed by the CSO on or before the conclusion of the first month after the month in which the hazard was reported. The CSO will determine if the mitigation succeeded to reduce or eliminate any hazards reported. If the mitigation did not occur, or was not effective, the CSO will revisit the hazard with the appropriate City department to ascertain the issue. A new schedule will then be developed to mitigate the hazard with a corresponding review.
Describe activities to conduct investigations of safety events to identify causal factors.
The CSO will review the Hazard Identification and Risk Assessment Log monthly to determine if any patterns exist. If a pattern exists, the CSO and potentially the PTASP Committee, will determine what action needs to be taken. Communication of the pattern and the response to the pattern will be completed by the CSO for review during a regular meeting of the PTASP Committee. The CSO will determine if a response was effective and, if not, coordinate with the appropriate City departments to revisit the correction.
Describe activities to monitor information reported through internal safety reporting programs.
The CSO will review, on a monthly basis, any information provided through the internal safety reporting program.

3.3 MONITORING PERFORMANCE AND EVALUATING RESULTS

Once safety goals, objectives/outcomes and measures have been defined, they can be organized into a Safety Performance Matrix. Organizing information, particularly in a matrix, will allow Bettendorf Transit to continuously monitor safety performance and evaluate results. Bettendorf Transit will evaluate safety performance and update documentation at least annually. Safety performance monitoring and measurement includes: monitoring compliance with procedures, determining sufficiency of procedures, conducting investigations, and monitoring safety information and the employee safety program.

3.3.1 Safety Performance Targets

Totals are based on the last three (3) Fiscal Years averaged totals. For ease of understanding rates are calculated per 100,000 miles.

Mode of Transit Service	Major Events	Major Event Rate	Collision Rate	Pedestrian Collision Rate	Vehicular Collision Rate	Fatalities	Fatality Rate
Bus (MB)	0.33	0.20	1.77	0.00	0.99	0	0

Mode of Transit Service	Transit Worker Fatality Rate	Injuries	Injury Rate	Transit Worker Injury Rate	Assaults on Transit Workers	Rate of Assaults on Transit Workers	System Reliability (Events per 100,000 miles)
Bus (MB)	0	0	0	0	0	0	1.78

3.3.2 Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

Bettendorf Transit will communicate and coordinate with Iowa DOT and Bi-State Regional Commission, to the maximum extent practicable, in the selection of State and MPO safety performance targets and to aid the MPO in the planning process.

	State Entity Name	Date Targets Transmitted
Targets Transmitted to the State	Iowa DOT	

	Metropolitan Planning Organization Name	Date Targets Transmitted
Targets Transmitted to the Metropolitan Planning Organization(s)	Bi-State Regional Commission	

3.4 INTEGRATING RESULTS INTO AGENCY DECISION-MAKING PROCESSES

Bettendorf Transit is committed to using the data collected and information learned to inform decision making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, Bettendorf Transit will work to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and re-establish a reasonable baseline.

Uses of Performance Results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exists;
- Help make informed resource allocation decisions;
- Identify needs for staff training or technical assistance;
- Help motivate employees to continue making program improvements;
- Support strategic planning efforts by providing baseline information for tracking progress;
- Identify best practices through benchmarking
- Respond to elected officials and the public's demand for accountability.

3.5 SUSTAINING A SAFETY MANAGEMENT SYSTEM

In order to sustain a safety management system, Bettendorf Transit will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain SMS include:

- **Create measurement-friendly culture:**
  All staff, including upper level management, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Upper level management will also lead by example and utilize performance metrics in decision making processes.

- **Build organization capacity:**
  Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, and setting goals. Managing staff and the governing board will commit the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.

- **Reliability and transparency of performance results:**
  The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.

- **Demonstrate continuous commitment to measurement:**
  Visible commitment to using metrics is a long-term initiative. Bettendorf Transit will demonstrate a commitment to performance measurement by establishing a process of reporting performance results, such as recurring transit safety and performance measurement reports to the accountable executive.

3.6 SUPPORTING DOCUMENTATION

Include or reference documentation used to implement and carry out the Safety Plan that are not included elsewhere in this Plan.
The below documents have not been included in the ASP other than by reference and are available by request from the CSO. These documents must be maintained for three years after they are created and must be made available upon request by the FTA or other Federal entity, or a State Safety Oversight Agency having jurisdiction.

Transit Driver Training Manual

Staff Safety Roles and Responsibilities

Safety Assessment and System Review

Facility Safety and Security Assessment

Risk Assessment Matrix

Hazard Identification and Risk Assessment Log

Prioritized Safety Risk Log

Safety Performance Matrix

Bettendorf Hazard Report Form

Suspicious Package Policy

Bettendorf Transit ADA Procedures

PTASP Safety Committee Approvals

Bettendorf Council Approving Resolutions

3.7 DEFINITIONS OF SPECIAL TERMS USED IN THE SAFETY PLAN

Term	Definition (Bettendorf Transit incorporates FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.)
Accident	An event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	The single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
Bettendorf Transit	Bettendorf Transit is the public transit operator in the City of Bettendorf. Bettendorf Transit is a division of the City's Department of Public Works.

Contractor	River Bend Transit is the contractor who provides ADA paratransit and Saturday Fixed Route service for the City of Bettendorf. The contract is managed through Bettendorf Transit.
Event	Any Accident, Incident, or Occurrence
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Incident	An event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
National Public Transportation Safety Plan	The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
Occurrence	An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
Operator	A provider of public transportation as defined under 49 U.S.C. 5302.
Performance Measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Performance Target	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
Public Transportation Agency Safety Plan (or Agency Safety Plan	The documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
Risk	The composite of predicted severity and likelihood of the potential effect of a hazard.
Risk Mitigation	A method or methods to eliminate or reduce the effects of hazards.
Safety Assurance	The processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Management Policy	A transit agencies documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System	The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Performance Target	A performance target related to safety management activities.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk Assessment	The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
Safety Risk Management	A process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
Serious Injury	Any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages,
Transit Agency	An operator of a public transportation system.
Transit Asset Management Plan	The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

3.8 LIST OF ACRONYMS USED IN THE SAFETY PLAN

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (Also referred to as PTASP in Part 673)
Bus (MB)	Mode Bus
CSO	Chief Safety Officer
DO	Directly Operated
DR	Deviated Route
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
PT	Paid Transportation
PTASP	Public Transportation Agency Safety Plan
SMS	Safety Management Systems
SPT	Safety Performance Targets
SRM	Safety Risk Management
VRM	Vehicle Revenue Miles

Bettendorf IOWA
a premier city

September 3, 2024

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

Subject: Annual review and update to Bettendorf Transit's Agency Safety Plan

Honorable Mayor and Members of the City Council:

On August 27, 2024, the Bettendorf Transit Safety Committee completed a review of the Public Transit Agency Safety Plan (PTASP) and voted to approve updates for FY2025 as required by 49 CFR Part 673. It is our recommendation that your Honorable Body approve and recertify the PTASP for FY2025.

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

Sincerely,

Austin Whelan
Transit Operations Manager

Oscar Herrera
Fleet Manager

Kevin Kludy
Mechanic

Scott Downing
Transit Driver

Bettendorf Transit

	FY22	FY23	FY24	Avg	FY24 Target	FY25 Target	FY25 Target Avg
Major Evets	0	1	0	0.33	3	0	0.33
Major Event Rate (per 100,000 miles)	0.00	0.59	0	0.20	1.95	0	0.20
Collisions	2	4	3	3.00		2	3
Collision Rate (per 100,000 miles)	1.18	2.34	1.79	1.77	NA	1.18	1.77
Pedestrian Collisions (*at fault)	0	0	0	0.00		0	
Pedestrian Collision Rate (per 100,000 miles)	0	0	0	0.00	NA	0	0.00
Vehicular Collisions (*at fault)	2	2	2	2.00		1	
Vehicular Collision Rate (per 100,000 miles)	1.18	1.17	1.19	1.18	NA	0.59	0.99
Object Collisions (signs, animals, snow banks, etc)	0	2	1	1.00		0	
Fatalities	0	0	0	0.00	0	0	0
Fatality Rate (per 100,000 miles)	0	0	0	0.00	0	0	0
Transit Worker Fatality Rate (per 100,000 miles)	0	0	0	0.00	NA	0	0
Injuries	0	0	0	0.00	0	0	0
Injury Rate (per 100,000 miles)	0	0	0	0.00	0	0	0
Transit Worker Injury Rate (per 100,000 miles)	0	0	0	0.00	NA	0	0
Assaults on Transit Workers	0	0	0	0.00	NA	0	0
Rate of Assaults on Transit Workers (per 100,000 miles)	0	0	0	0.00	NA	0	0
System Reliability (per 100,000 miles)	0	1.76	2.99	1.58	2	0.59	1.78
Revenue Miles	169,887	170,588	167,433	169,303	-	169,303	

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Brian Fries, P.E., Assistant City Engineer

Bettendorf IOWA
a premier city

Item Title

Resolution ordering the installation of street lights in Hopewell Farms 3rd Addition.

Explanation

A petition has been received requesting the installation of street lights in Hopewell Farms 3rd Addition.

The street lights meet the requirements of the City's policy on street light petitions. The locations are in accordance with the City's street lighting policies and plan.

The location of the street lights have been discussed with MidAmerican Energy Company personnel. The street lights will be installed on ornamental poles with underground wiring. The cost of the ornamental poles will be borne by the developer.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

The City will be responsible for the total monthly electrical usage charge for the street light after installation. This is estimated to be $10.53 per month.

List Attachments

Resolution; Petition

RESOLUTION NO. _____-24

RESOLUTION ORDERING THE INSTALLATION OF STREET LIGHTS IN HOPEWELL FARMS 3RD ADDITION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that MidAmerican Energy Company is hereby ordered and directed to install six (6) street lights in accordance with the terms of its franchise in the City of Bettendorf, to-wit:

- Southwest corner of the intersection of Hopewell Avenue and Wildcat Way (with light facing northeast)
- Southwest corner of the intersection of Hopewell Avenue and Butterfield Drive (with light facing northeast)
- Southeast corner of the intersection of Polster Place and Wildcat Way (with light facing northwest)
- Southwest corner of the intersection of Polster Place and Butterfield Drive (with light facing northeast)
- West side of Wildcat Way in line with the property line of Lot 20 and Outlot A.
- Southwest corner of the intersection of Wildcat Way and Butterfield Drive (with light facing northeast)

BE IT FURTHER RESOLVED that the City Clerk of the City of Bettendorf, Iowa, is hereby directed to inform the MidAmerican Energy Company of this action of this Council and is also directed to send to MidAmerican Energy a copy of this resolution.

Passed, Approved and Adopted this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

8/26/2024

City of Bettendorf
Attention: Brian Fries, P.E.
bfries@bettendorf.org

Dear Brian Fries:

On behalf of the developer, CT Creek, MidAmerican Energy Company is requesting authorization to install six (6) LED streetlights in the Hopewell Farms, 2nd Addition.

The lights will be a 150w LED light on a black fiberglass pole. To review, we will install, own and maintain the streetlight. The developer will pay us the difference in cost between decorative and conventional streetlight systems. The City pays the same monthly rate as with any conventional installation.

We will soon begin installing underground electric service and would like to install streetlight facilities at the same time. Potential location and landscaping conflicts will be greatly minimized if everything is installed at once.

If you have any questions, please feel free to call me at (515) 697-3260.

Sincerely,
MidAmerican Energy Company

Scott Young

Scott Young
Customer Project Coordinator

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution approving a professional services agreement with Olsson Engineering for traffic signal design at the intersection of Hopewell Ave. and Devils Glen Rd.

Explanation
Phase II of the Devils Glen Rd. Widening Project is scheduled for construction in 2025. That will widen the remainder of the length from Crow Lake Dr. to 53rd Ave to four (4) lanes. When that work is complete, the intersection at Hopewell Ave. is recommended to be converted to a fully signalized intersection in lieu of the current stop controlled configuration. This intersection experiences a large volume of pedestrians crossing, and the wider pavement width and associated crosswalk lengths would create a potential safety issue.

Although construction is not planned until next year, there will be required utility relocations for overhead electric and MidAmerican Energy will not move forward without final engineered plans for the intersection. Staff has experienced delays in the past with these relocates and would like to get ahead of them.

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 (CD0115) was approved with a total budget of $350,000.00 within the Community Improvement Program (CIP).

List Attachments
Resolution; Professional Services Agreement.

RESOLUTION NO. _____-24

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ENGINEERING FOR TRAFFIC SIGNAL DESIGN AT THE INTERSECTION OF HOPEWELL AVE. AND DEVILS GLEN RD.

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for traffic signal design at the intersection of Hopewell Ave and Devils Glen Rd; 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 $31,700.00.

Passed, Approved and Adopted this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

8/27/2024

City of Bettendorf, Iowa
Attn: Brent Morlok, PE
4403 Devils Glen Road
Bettendorf, Iowa, 52722

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Traffic Signal Warrant and Design (the "Project")
Middle Road at Hopewell Avenue, Bettendorf, IA

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 Scope of Services to the 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:	September 3, 2024
Anticipated Completion Date:	40 business days upon receipt of field survey.

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.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $31,700.

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 maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____ By _____

Ryan Aguayo Padilla, PE Kurt Rotering, PE, PTOE

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, PE

By _____
Signature

Print Name _____

Title _____ Dated _____

Attachments
Scope of Services
Standard Labor Rate Schedule
Reimbursable Expense Schedule
General Provisions

PROJECT DESCRIPTION AND LOCATION

Project Location:	Bettendorf, Iowa
Project Description:	Middle Road & Hopewell Avenue Traffic Analysis and Traffic Signal Design

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Olsson will conduct a signal warrant analysis in accordance with the current version of the *Manual on Uniform Traffic Control Devices* (MUTCD) and prepare a memorandum for the intersection of Middle Road & Hopewell Avenue in Bettendorf, Iowa to determine whether signal control is warranted for the intersection under current conditions.

Olsson will provide design services for a new traffic signal meeting City of Bettendorf standards for the intersection of Middle Road & Hopewell Avenue.

Plan sheets shall be submitted to the City for review at the end of each project stage. All plan submittals will be in PDF.

Task 1 – 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 intersection of Middle Road & Hopewell Avenue. The intersection turning movement count will include vehicular, pedestrian, and bicycle data.

B. Crash History
    1. Olsson will analyze the five-year (2019-2023) crash history at the study intersection. Olsson will acquire crash data using the Iowa Crash Analysis Tool (ICAT).

C. 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.

D. 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. A recommendation for intersection traffic control will be provided based on the warrant review.

Task 2 – 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 3 – 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. 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 4 – 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. 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.
7. The signal plans will include basic timing parameters to operate in "free operation" to include the minimum green time and calculating the yellow and red clearance intervals.
8. The contractor/supplier is responsible for the signal turn on and any additional controller settings.

City Responsibilities / Design Assumptions

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

COMPLETION TIME

Olsson hereby agrees to complete the project tasks by 40 business days upon the receipt of field survey.

COMPENSATION

Olsson shall perform the Scope of Services (Task 1 through Task 4) 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 1 - $7,200
Task 2 through Task 4 - $24,500

PROJECT TOTAL - $31,700

Olsson 2024 Billing Rate Schedule

Description	Range		
Principal	$140.00	-	$463.00
Project Manager	$129.00	-	$274.00
Project Professional	$95.00	-	$242.00
Assistant Professional	$71.00	-	$178.00
Designer	$90.00	-	$216.00
CAD Operator	$59.00	-	$137.00
Administrative/Clerical	$47.00	-	$206.00
Survey	$56.00	-	$210.00 *
Construction Services	$49.00	-	$279.00 *

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)	$0.67/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 August 27, 2024 between City of Bettendorf ("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. 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 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 litigation

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any 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 Litigation may be commenced at any time prior to or after completion of the Project(s), provided that if 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 litigation being conducted.

6.2.4 Except to the extent prohibited by law, the prevailing party in any 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 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 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 Iowa. 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 Iowa.

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 [omitted]

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.

General Provisions Updated: 08/26/2024

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution authorizing the Director of Public Works to issue a purchase order to Manatts for the Kiwanis Pickleball Court Repair Project.

Explanation
The existing pickleball courts at Kiwanis Park are in need of repair. Engineering staff has been working with Parks staff on a proposed solution and explored several options. Full reconstruction / resurfacing was not financially feasible with existing budgeted amounts. That work would require all of the existing fencing to be removed and re-installed to provide access for construction equipment which would greatly increase the cost. In lieu of that work, staff explored more minor rehabilitation options to restore the playing surface to an improved condition. The proposed improvements will consist of crack repair and sealing and four (4) coats of various surface applications to prep, re-paint and seal the surface.

Manatts of Camanche, Iowa was the only bidder at a price of $54,543.91. Staff has reviewed the bid and finds the pricing to be satisfactory. Manatts has a sport court division who will be performing the work.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
This project (2PK002) was approved with a total budget of $300,000.00 within the Community Improvement Program (CIP). This project number funds other miscellaneous Parks improvements within it.

List Attachments
Resolution, Quote.

RESOLUTION NO. _____-24

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO MANATTS FOR THE KIWANIS PICKLEBALL COURT REPAIR PROJECT

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 court repair work is a key component in maintaining the Parks infrastructure; and

WHEREAS, quotes were solicited and Manatts was the lowest bid received in the amount of $54,543.91;

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 Manatts in the amount of $54,543.91.

Passed, Approved and Adopted this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Eastern Iowa Asphalt Division
1425 N. Washington Ave
Camanche, IA 52730
Phone: (563) 259-8311
Fax: (563) 259-1378

To SAFELY Do Everything We Do Better Than Anyone Else

To:	City Of Bettendorf	**Contact:**	Pat Lynch
Address:	4403 Devil's Glen Road	**Phone:**	
	Bettendorf, IA	**Fax:**	
Project Name:	Kiwanis Park Pickle Ball	**Bid Number:**	
Project Location:		**Bid Date:**	

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Color Seal	1.00	LS	$54,543.91	$54,543.91

Total Bid Price: $54,543.91

Notes:

- Quote includes 1 (one) mobilization only.
- Preparation of surface to be pressure washed before repairs to promote best adhesion possible.
- Price is to repair cracks and prepare for painting.
- Some cracks will reappear sooner than others due to unstable base and freeze thaw which is inherent of Iowa climate.
- Cracks under the fencelines may be slightly noticable after painting due to restrictions of the fence and workability.
- Court area to be broomed and blown clean before acrylic resurfacer applied.
- 1 coat of acrylic resurfacer to be applied to all court areas.
- 2 coats of acrylic color to be applied to court area and boundaried as existing layout and colors.
- 1 coat of clear line prep and a minimum of 1 coat of white line paint to be painted. Second application of white line paint if needed.
- ****Due to scheduling and cooloer temperatures coming work may need to be done in 2025.****
- ****Overnight temperatures must be 50 degreees and above for paint to cure properly. We have already hit the 50 degree mark in August.****
- Price shown DOES NOT include Performance and Payment bond. Add 5% if bond is required.
- This Quote is valid for 30 days only.
- All permits necessary are the responsibility of the owner to obtain.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Manatt's Eastern Iowa Asphalt Division

Authorized Signature: Mike Weir

Estimator: Mike Weir
563-349-9333 mikew@manatts.com

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Brent O. Morlok, P.E., City Engineer

Item Title
Resolution authorizing the Director of Public Works to issue a purchase order to Johnson Controls for building management software and hardware upgrades.

Explanation
The current building management system which for City Hall, Library and Family Museum has hit its end of life and needs to be replaced. The system itself controls the HVAC and mechanical systems. This new upgraded system will increase all three building's energy management efficiency and reduce Building Maintenance staff time that's currently being devoted to maintenance for the system. There are two (2) separate proposals included in this request. One is for hardware upgrades and one is for software. City IT staff has reviewed this request and is in agreement to move forward also.

Johnson Controls provided a quote in the amount of $33,374.94 as they are our current vendor for our building management systems and staff desires to continue using them.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
This project (PW0604) is funded within the Community Improvement Program (CIP) with a budget of $200,000.00. Per the request to City Council to adjust that project, multiple smaller projects are planned to be funded with that dollar amount including this purchase.

List Attachments
Resolution, Quote.

RESOLUTION NO. _____-24

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO JOHNSON CONTROLS FOR BUILDING MANAGEMENT SOFTWARE UPGRADES

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, purchase of the hardware and software upgrades is a key component of maintaining the City's building facilities; and

WHEREAS, Johnson Controls was the only bid received in the amount of $33,374.94.

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 Johnson Controls in the amount of $33,374.94.

Passed, Approved and Adopted this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Johnson Controls

Service

Proposal

JOHNSON CNTRL CEDAR RAPIDS QUAD CITIES CB - 0N11
4703 15TH STREET A
MOLINE IL 61265-7083
PH: (866) 867 3609
FAX: (309) 736 4333

TO: CITY OF BETTENDORF
4403 DEVILS GLEN ROAD

BETTENDORF, IA 52722

Date: 08/28/2024

Quote Ref: 1-1PGV5FFQ
Project Name: City of Bettendorf Server and Engine Upgrades
Site: CITY OF BETTENDORF
1609 STATE ST
BETTENDORF, IA 52722-4937

ATTN: Mike Arnold

We propose to furnish the materials and/or perform the work below for the net price of: $18,170.94

Johnson Controls proposes labor and materials to provide (2) new SNE1100s to replace the NAE45s at Library and Family Museum.

Includes:
- Upgrade (3) NAE45s to (2) SNE1100s; Library NAEs will be consolidated to one engine.
- Integrate sites to new ADS05U Metasys Server
- Establish alarms and remote notifications (email/phone) per customer feedback
- Establish schedules per customer feedback
- Established necessary trends per customer feedback
- 2 Hrs customer training

Clarifications:
- Customer to provide network drop and static IP for Metasys server and engines.
- JCI will only replace devices listed above. This does not include any new controllers, power supplies, actuators, field devices or other materials
- Customer shall provide early feedback on all alarms, trends, schedules and training to allow for one service trip
- This does not include graphics updates. Customer will retain all user views and existing graphics compatible with new Metasys UI
- All work during normal JCI business hours

STANDARD PRICE: $68,850.00
DISCOUNT PROGRAM ONLY ELIGBLE UNTIL FIRST WEEK OF SEPT.

Thank you for your interest in Johnson Controls!

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by

This proposal is valid through: 09/13/2024

Johnson Controls, Inc. Milwaukee, WI.

CITY OF BETTENDORF

Signature: _____

Name: _____

Title: _____

Date: _____

PO: _____

Johnson Controls

Signature:

Name: Alex Ritchie

Title: Account Representative

Date: August 28, 2024

(IMPORTANT): *This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin*

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than $25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will JCI accept, payment in excess of $25,000 in the form of a credit card, debit card, or other similar payment device.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

19. SOFTWARE AND DIGTAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

21. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

Johnson Controls planned service proposal
Prepared for CITY OF BETTENDORF

Customer
CITY OF BETTENDORF

Local Johnson Controls Office
4703 15TH STREET A
MOLINE, IL 61265-7083

Agreement Start Date:
09/01/2024

Proposal Date
08/01/2024

Estimate No:
1-1PH5CWRS

Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

FROST & SULLIVAN

2020 Award | North American Company of the Year for Innovation in Smart Connected Chillers

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF BETTENDORF

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 09/01/2024 and ending 08/31/2025.
- The agreement price for first year is $15,204.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Alex Ritchie
Account Representative
C: 319-321-7826 E: alex.ritchie@jci.com

The power behind **your mission**

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Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Planned Service Agreement

Customer Name :	CITY OF BETTENDORF
Address:	1609 STATE ST BETTENDORF,IA 52722-4937
Proposal Date:	08/01/2024
Estimate #:	1-1PH5CWRS

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 09/01/2024 and will continue until 08/31/2025 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

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Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is $15,204.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location: CITY OF BETTENDORF
4403 DEVILS GLEN ROAD
BETTENDORF,IA 52722

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

[] No: This signed contract satisfies requirement
[] YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

[] YES: E-mail address to be used :
[] No: Please submit invoices via mail
[] No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:	**Customer Manager:**
JCI Manager Signature:	**Customer Manager Signature:**
Title: **Date:**	**Title:** **Date:**

JCI Branch: JOHNSON CNTRL CEDAR RAPIDS QUAD CITIES CB - 0N11
Address: 4703 15TH STREET A
MOLINE,IL 61265-7083
Branch Phone: (866) 867-3609
Branch Email:

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Schedule A - Equipment List

CITY OF BETTENDORF	1609 STATE ST BETTENDORF, IA 52722-4937

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1
Coverage Level: Basic

Services Provided

1	ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only
1	ADS Site Dir or NON-Site Dir Software (New site)
1	Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's
1	Tool Bundle Metasys, New

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year 1	$15,204.00	Annually

Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 10%

JCI Parts Discount: 10%

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COUNCIL LETTER

MEETING DATE: September 3, 2024 (SPH)
September 17, 2024 (HPH)

REQUESTED BY: Mark Hunt, Community Development Director

Item Title

Resolution setting a date for public hearing on the rezoning of property generally located south of Forest Grove Drive, west of Middle Road, and north of Hopewell Avenue, A-1 Agricultural/Urban Reserve District to UHI Urban High Intensity District, submitted by Genesis Health System. (Case 24-052) ((SPH)

Public hearing and first reading of an ordinance rezoning property generally located south of Forest Grove Drive, west of Middle Road, and north of Hopewell Avenue, A-1 Agricultural/Urban Reserve District to UHI Urban High Intensity District, submitted by Genesis Health System. (Case 24-052) (HPH)

Explanation

Genesis Health System has submitted a request to rezone approximately 51 acres of land located on the southwest corner of Forest Grove Drive and Middle Road from A-1, Agricultural/Urban Reserve District to Urban High Intensity (Development Character Area). The Future Land Use Map designates the area as a mixture of CC – Community Commercial, UA – Urban Activity, MT – Mixed Transitional, and GW, Greenway. Property contained within the tract of land and surrounding it is predominantly in agricultural production or agricultural dwelling. A minor area located northwest of the rezoning tract is occupied by a church and the Center for Alcohol and Drug Services. All of the areas mentioned are currently zoned A-1, while existing development south of Hopewell Avenue is zoned R-1, and the location of a proposed Quad City Bank & Trust office east of Middle Road is zoned C-2.

The proposed rezoning to UHI will be the first rezoning in this sector of the Middle Road corridor. The UHI Development Character Area District allows for master planning specific uses, locations, roads, sidewalks, trails, landscaping, and stormwater detention. The master plan shows mixed uses including a hospital, health care center, medical office building, medical facility, off-street parking structure, and commercial retail. Staff overlaid the submitted master plan and Future Land Use Map and verified the compatibility of the varying densities, intensity of uses, and building bulk forms with the underlying future land use categories. A submitted architectural design palette exhibit displays the overall range of character and aesthetics for the proposed structures located in the campus plan.

Multiple Comprehensive Plan goals are met by the proposed development by taking a density approach to land use, realizing quality development in a high-potential focus area along the Middle Road corridor of the city, attracting a major job-creating industry for the city, and enhancing community character with improved health services making Bettendorf a great place to live. All proposed uses are permitted in the UHI District as outlined in Table 11-8-5A Permitted Use Table for Development Character Areas. Site-specific zoning compliance for Development Character Areas will be analyzed at the preliminary plat, final plat, and site development plan review stages.

The Planning and Zoning Commission made a recommendation for approval of the rezoning at their August 21, 2024 meeting.

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

N/A

List attachments

Resolution; 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.

RESOLUTION NO. _____ - 24

RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON AN ORDINANCE AMENDING THE ZONING MAP FOR PROPERTY GENERALLY LOCATED SOUTH OF FOREST GROVE DRIVE, WEST OF MIDDLE ROAD, AND NORTH OF HOPEWELL AVENUE A-1 AGRICULTURAL/URBAN RESERVE DISTRICT TO UHI URBAN HIGH INTENSITY DISTRICT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for September 17, 2024 at 7:00 p.m., City Hall Council Chambers, 1609 State Street, on the matter of an ordinance amending the Zoning Map from A-1 Agricultural/Urban Reserve District to UHI Urban High Intensity District for property generally located at south of Forest Grove Drive, west of Middle Road, and north of Hopewell Avenue and which is legally described as follows:

Part of the Southeast ¼ of Section 2, Township 78 North of Range 4 East of the 5th P.M., Scott County, Iowa, described as commencing at the Northwest Corner of said Southeast ¼ of said Section 2; thence South on Quarter Section Line 40.10 chains, to the Southwest Corner of said Quarter Section; thence East on Section Line 3.26 chains to center of Davenport and Lost Grove Road; thence North 14° East along center of said road 6.54 chains; thence North 16 1/2° East 14.37 chains; thence North 17° East 5.36 chains; thence North 24° East 4.48 chains; thence North 34° East 13.13 chains to North Line of said Quarter Section; thence West 19.70 chains to point of beginning.

Also, part of the Southwest ¼ of Section 2, Township 78 North, Range 4 East of the 5th P.M., Scott County, Iowa described as follows:
Beginning at the Southeast Corner of the Southwest ¼ of said Section 2; thence North on Quarter Section Line 20 chains, to the Northeast Corner of the Southeast ¼ of the Southwest ¼ of said Section 2; thence West 8.50 chains; thence South 20 chains, to the South Line of said Section 2; thence East 8.50 chains to Place of Beginning; excepting therefrom tract deeded to Scott County by easement for public highway filed for record in the office of the Recorder of Scott County, Iowa, February 26, 1932 and recorded in Book 128 Town Lot Deeds on Page 223;

Excepting those parts conveyed to the City of Bettendorf, Iowa as follows:

By Warranty Deed recorded in the office of the Scott County Recorder of June 16, 1971, as Document No. 7119-71 and re-recorded on July 2, 1971, as Document no. 8237-71.

By Warranty Deed recorded in the office of the Scott County Recorder of August 24, 2011, as Document No. 2011-22808.

By Trustee Warranty Deed recorded in the office of the Scott County Recorder on August 31, 2022, as Document No. 2022-23605.

PASSED, APPROVED, AND ADOPTED this _____day of _____, 2024.

_____
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. _____ - 24

ORDINANCE AMENDING THE BETTENDORF, IOWA ZONING MAP FOR PROPERTY GENERALLY LOCATED SOUTH OF FOREST GROVE DRIVE, WEST OF MIDDLE ROAD, AND NORTH OF HOPEWELL AVENUE A-1 AGRICULTURAL/URBAN RESERVE DISTRICT TO UHI URBAN HIGH INTENSITY DISTRICT

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

Section 1. That the Bettendorf, Iowa, Zoning 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 south of Forest Grove Drive, west of Middle Road, and north of Hopewell Avenue and which is legally described as follows:

Part of the Southeast ¼ of Section 2, Township 78 North of Range 4 East of the 5th P.M., Scott County, Iowa, described as commencing at the Northwest Corner of said Southeast ¼ of said Section 2; thence South on Quarter Section Line 40.10 chains, to the Southwest Corner of said Quarter Section; thence East on Section Line 3.26 chains to center of Davenport and Lost Grove Road; thence North 14° East along center of said road 6.54 chains; thence North 16 1/2° East 14.37 chains; thence North 17° East 5.36 chains; thence North 24° East 4.48 chains; thence North 34° East 13.13 chains to North Line of said Quarter Section; thence West 19.70 chains to point of beginning.

Also, part of the Southwest ¼ of Section 2, Township 78 North, Range 4 East of the 5th P.M., Scott County, Iowa described as follows:

Beginning at the Southeast Corner of the Southwest ¼ of said Section 2; thence North on Quarter Section Line 20 chains, to the Northeast Corner of the Southeast ¼ of the Southwest ¼ of said Section 2; thence West 8.50 chains; thence South 20 chains, to the South Line of said Section 2; thence East 8.50 chains to Place of Beginning; excepting therefrom tract deeded to Scott County by easement for public highway filed for record in the office of the Recorder of Scott County, Iowa, February 26, 1932 and recorded in Book 128 Town Lot Deeds on Page 223;

Excepting those parts conveyed to the City of Bettendorf, Iowa as follows:

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By Trustee Warranty Deed recorded in the office of the Scott County Recorder on August 31, 2022, as Document No. 2022-23605.

and which is now zoned A-1 Agricultural/Urban Reserve District, is hereby repealed and said described land shall hereinafter be zoned UHI Urban High Intensity District, and the following Zoning 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 publication 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 _____, 2024.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Staff Report

Subject: Planning and Zoning Commission
Author: Taylor Beswick
Department: Community Development
Date: August 16, 2024

Case No.:	24-052
Request:	Rezoning: A-1 to UHI (DCA)
Proposed Use:	51-acre Genesis Health Complex to include hospital, medical office buildings, and retail.
Location:	Southwest corner of Forest Grove Drive and Middle Road
Applicant:	Genesis Health System
Current Zoning:	A-1, Agricultural/Urban Reserve District
Proposed Zoning:	UHI, Urban-High Intensity
Future Land Use:	CC, Community Commercial; GW, Greenway; MT, Mixed-Transitional

Background Information & Facts

Genesis Health System has submitted a request to rezone approximately 51 acres of land located on the southwest corner of Forest Grove Drive and Middle Road from A-1, Agricultural/Urban Reserve District to Urban High Intensity, a Development Character Area (see Aerial Map - Attachment A). The Future Land Use Map designates the area as a mixture of CC – Community Commercial, UA – Urban Activity, MT – Mixed Transitional, and GW, Greenway. Property contained within the tract of land and surrounding it is predominantly in agricultural production or agricultural dwelling. A minor area located northwest of the rezoning tract is occupied by a church and the Center for Alcohol and Drug Services. All areas mentioned are currently zoned A-1, while existing development south of Hopewell Avenue is zoned R-1, and a proposed Quad City Band & Trust office east of Middle Road is zoned C-2 (see Future Land Use and Current Zoning Map – Attachment B).

The proposed rezoning to UHI will be the first rezoning in this sector of the Middle Road corridor (see Proposed Rezoning – Attachment C). The UHI Development Character Area District allows for master planning specific uses, locations, roads, sidewalks, trails, landscaping and stormwater detention. The master planned mixed uses include a hospital, health care center, medical office building, medical facility, off-street parking structure, and commercial retail (see Genesis Bettendorf Campus Master Plan – Attachment D). A submitted architectural design palette exhibit displays the overall range of character and aesthetics for the proposed structures located in the campus plan (see Character Mood Board – Attachment E).

City staff and the applicant's development team have worked on multiple iterations of the master plan, and the applicant has made amendments to initial placement of buildings and roads. One request to move the proposed roundabout shown on Middle Road further south to align with Bettendorf's future road network is still being redesigned but will be reflected in an amended plan prior to approval by the City Council, per the applicant. Site-specific considerations related to individual components of the overall development will

require further review at the preliminary plat, final plat, and site development plan review stages. Unlike Euclidean zoned developments in the city, future site development reviews would be reviewed using the Development Character Area methodology outlined in the Zoning Ordinance.

A neighborhood meeting was held by the applicant on August 11, 2024, and was attended by interested parties and city staff.

Future Land Use and Comprehensive Plan

As noted previously, the Future Land Use Map designates the area of the rezoning as multiple future land use categories. In analyzing the rezoning application's compliance with the Comprehensive Plan, staff overlaid the submitted master plan and Future Land Use Map and verified the compatibility of the varying densities, intensity of uses, and building bulk forms with the underlying future land use categories. The tallest structures which will contain the most intense uses are situated along Middle Road and the northern sections of the master plan. These areas are envisioned as Urban Activity or Community Commercial on the Future Land Use Map and are some of the most dense and intense future land categories in the Comprehensive Plan. Sections of the master plan located in the south and west areas contain single story structures with less dense and intense uses and are envisioned as Mixed Transitional on the Future Land Use Map. Staff contends the Urban High Intensity Development Character Area Zoning District is consistent with the Future Land Use Map given the submitted locations of buildings and uses shown in the master plan.

Multiple Comprehensive Plan goals are met by the proposed development by taking a density approach land use, realizing quality development in a high-potential focus area along the Middle Road corridor of the city, attracting a major job-creating industry for the city, and enhancing community character with improved health services making Bettendorf a great place to live.

Zoning Compliance

All proposed uses are permitted in the UHI District as outlined in Table 11-8-5A Permitted Use Table for Development Character Areas. Site specific zoning compliance for Development Character Areas will be analyzed at the preliminary plat, final plat, and site development plan review stages. Overall Development Character Master Plan zoning compliance criteria are analyzed later in this report.

Rezoning requests must adequately address the following concerns, as outlined in Section 11-15-13(B). Staff has addressed each requirement:

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.* – Yes, as described in the "Future Land Use and Comprehensive Plan" section of this report.

2. *The amendment is consistent with the goals and objectives of the comprehensive plan.* – Yes, as described in the "Future Land Use and Comprehensive Plan" section of this report.

3. *The subject property, after the city council approval of the requested rezoning, will be designed so as to permit characteristics of said zoning district that will not negatively impact the nearby parcels.* – The proposed mixed-use hospital campus is a desirable and attractive development at this location and has sufficient buffers from adjacent incompatible residentially-zoned properties. Structural specifics will be reviewed at the site development plan stage.

4. *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.* – The proposed mixed-use hospital campus is sufficiently buffered from adjacent incompatible residentially-zoned properties. Existing adjacent residential developments are separated by Hopewell Avenue, south of the proposed development. In addition, the southern section of this development proposed less intense commercial development which should have fewer externalities when compared to a hospital. Lighting, noise, and other externalities will be further mitigated and reviewed at the site development plan stage.

5. *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.* – Forest Grove Drive, Middle Road, and Hopewell Avenue are adjacent to the proposed rezoning tract. The submitted master plan further proposes a sufficient circulation plan. Connection to utilities, sanitary sewer, and stormwater detention are feasible given the location and size of the proposed rezoning tract. A more detailed analysis and review of these connections and requirements will be conducted at the preliminary plat, final plat, and site development plan stage.

6. *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.* – A mixed use UHI Zoning District is an appropriate district for this location and is consistent with the pattern of development occurring near the intersection of Forest Grove Drive and Middle Road. Future residential development will likely occur to the southwest of this rezoning tract and the master plan has contemplated this by locating less intense development and significant buffering here. Staff will review more detailed buffers and structural locations at the site development plan stage.

7. *The proposed amendment is in the public interest and not solely in the interests of the applicant.* – The amendment is in the public interest due to goal consistencies described in the section "Future Land Use and Comprehensive Plan" of this report.

Development Character Area Rezoning Criteria

In addition to the rezoning criteria set forth in the previous section, a Development Character Area rezoning must adequately address certain topics in the submitted master plan. Staff has addressed each requirement:

1. *Specific Land Uses Proposed By Subareas: This includes designation of areas of single-family, bi-attached, duplex, townhouse, and apartment residential development; commercial; and industrial uses. Subareas where a mixture of uses are proposed shall be specifically designated and described.*
   The submitted master plan identifies specific uses for each building and proposed mixing hospital, medical office, healthcare services, and commercial retail. If the Euclidean zoning method was used, multiple commercial districts would be required to attain the mixture of the proposed uses.

2. *Proposed Intensities Of Development: Specific ranges of dwelling units per acre shall be indicated for each proposed residential land use. Types of proposed commercial uses (retail, service, office) shall be indicated. Proposed floor area ratios for commercial subareas, as well as maximum building square footages, shall be included. Industrial use areas shall include the range of permitted uses, using the use-type categories from Chapter 2 of this title.*

In addition to the proposed uses, floor areas are provided for each building. The overall site is 51 acres or 2,221,560 square feet. The combined floor areas for each use category are:

- 52,000 square feet of medical/healthcare services facility
- 98,000 square feet of medical office
- 187,000 square feet of hospital
- 55,500 square feet of commercial retail/restaurant
- 300,000 square feet of parking garage

A total of 692,500 square feet of structure floor area is proposed with the development. The primary density bulk standard governing non-residential uses in DCAs is floor area ratio (FAR), which is the measurement of a building's floor area in relation to the size of the lot/parcel that the building is located on. The UHI DCA allows up to a 4.0 FAR per code. The proposed development has a 0.312 FAR for the entire site. The FAR would be even lower if not counting the parking garage structure. All proposed floor area ratios and proposed uses are permitted in the UHI DCA.

3. *Circulation: A general street plan indicating locations of all proposed arterial and collector streets as well as proposed trails and sidewalks.*

A circulation/thoroughfare plan is incorporated into the submitted master plan. The development proposes additional public streets networking all proposed locations in an efficient manner. Access is provided via roundabouts on Forest Grove Drive and Middle Road, or smaller intersections also on Middle Road or Hopewell Avenue. As mentioned previously in this report, the applicant's development team is working on redesigning the roundabout on Middle Road further south to better align with Bettendorf's future road network. Currently, no road access is proposed to the west. City staff would encourage any future proposals with property south of the Center for Alcohol and Drug Services to incorporate a road which would increase the networking and connectivity of developments in the area.

Sidewalks, trails, and skywalk connections are proposed throughout the development. Staff will work with the applicant and adjacent property owners to increase trail connectivity.

4. *Natural Resource Areas: Location of existing natural resource areas, as identified on the Bettendorf Comprehensive Plan, Map 1.6 Development Suitability Map. Concept plan shall indicate how these sensitive environmental conditions will be accommodated in the proposed development, consistent with comprehensive plan goals.*

The rezoning tract contains limited natural resources areas as identified in the Development Suitability Map in the Comprehensive Plan. Headwaters of Pigeon Creek are located near the southwest corner of this development and will be preserved as shown in the master plan.

5. *Stormwater: A strategy for stormwater management for the entire concept plan area shall be included. This strategy shall include text indicating the proposed components of the stormwater management plan, general project site drainage map, and general locations of proposed facilities such as storm water retention or detention ponds.*

A large 2.48 acre retention area is located on the southwest boundary of the development area. In addition, a smaller retention area in located at the northwest corner of the development near the proposed hospital building. The stormwater strategy takes into account the present topography of the site and integrates landscape plantings, vehicular use screening, and spatial buffering into the overall plan.

6. *Architectural Design: Descriptions and/or examples of the architectural character of proposed land uses, including range of unit square footages for residential uses and typical elevations for commercial and industrial uses.*

A sampling of the architectural characteristics of the proposed development were submitted by the applicant. Per the application, "The proposed development maintains Genesis Health System's established branding and color palette while integrating modern tones and textures. The images reflect a balance of tradition and innovation, ensuring the development remains true to its roots while embracing a forward-thinking aesthetic that enhances the community and focuses on patient care." Staff contends the initial concept for the overall character of the DCA master plan is compatible with surrounding development occurring north and east of the rezoning tract.

7. *Land Use Compatibility: A description of how land use compatibility in transition areas will be dealt with. See site plan ordinance in Appendix 1 of this code for descriptions of compatibility issues and a list of mitigating actions.*

A land use compatibility narrative was submitted by the applicant:

"Adjacent land use east and west of the proposed development is currently Public and Agricultural. As the area develops, land use compatibility in transition areas west of the proposed development will be mitigated through landscape buffers and locating stormwater management areas between the less intense land uses west of the development and the proposed Urban High Intensity land use.

Traffic in the proposed development will be routed along a main north-south collector with connections to Forest Grove Drive, Middle Road, and Hopewell Avenue. Roadway connections to residential areas west of the development are not proposed. This will direct traffic to arterial roads and away from the less intense land uses located west of the project area.

Building intensity will generally decrease from north to south to be more compatible with existing and potential future residential development located west and south of the development.

Site lighting will be designed in conformance with City Code to prevent spillover onto adjacent properties. Lighted signage will generally be located along the Middle Road and Forest Grove corridors, away from residential areas. Landscape buffers and stormwater management facilities along the west side of the development will provide additional separation from light sources.

The Pigeon Creek corridor and environmental resources along the southwest side of the proposed development can be maintained and enhanced as the land use transitions from agricultural to Urban High Intensity. Trails for recreational use can potentially be developed to connect future residential areas to the west with the proposed development.

Existing land use north of Forest Grove Drive and future land use east of Middle Road is similar to and compatible with the proposed development."

– Sarah Segelhorst, AIA, NCARB
Shive Hattery, Inc.

Staff concurs with the architect's land use compatibility description for the proposal.

8. *Landscaping: A general plan for the inclusion of landscaping and open space in the project area, with specific requirements for multi-family, commercial, and industrial proposed developments.*
   The submitted master plan defines landscaped areas of development and identifies landscape buffer areas on the borders of the proposal. Staff contends the submitted plan meets the requirements of open space and landscaping in a conceptual form. More detailed information and further analysis will be conducted at the preliminary plat, final plat, and site development plan stages.

Other Platting and Site Plan and Considerations

Staff contends the submitted Genesis Health – UHI DCA Master Plan and additional information addresses all relevant information for reviewing the rezoning request. Further details will be provided, analyzed, and reviewed at the platting and site development plan stages.

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 request from A-1 to UHI (Case No. 24-052).

Respectfully submitted,

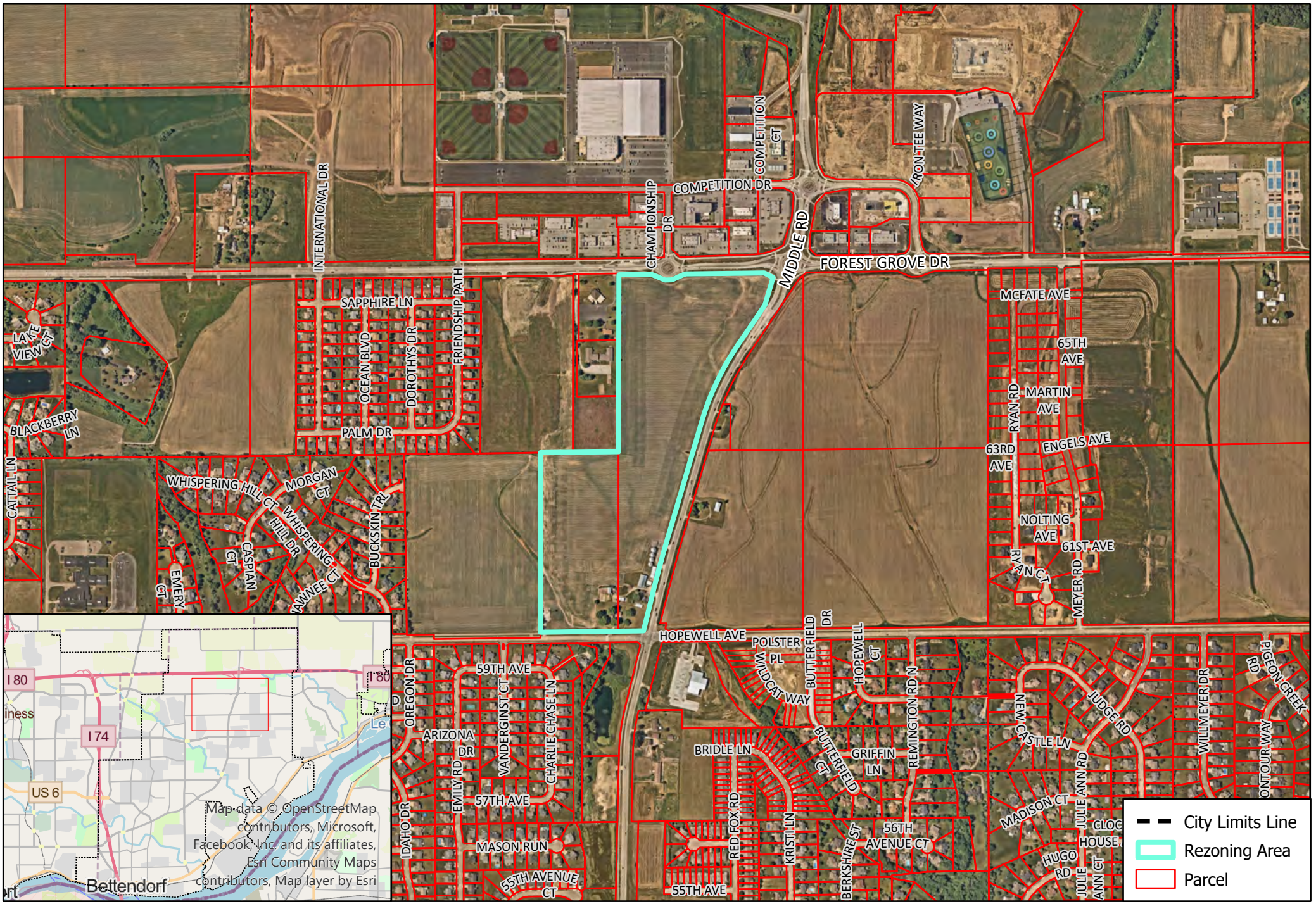
Taylor Beswick
Senior City Planner

Case No. 24-052: Genesis Medical Complex
Rezoning: A-1 to UHI
Aerial - Attachment A

N

1 Inch = 1,167 Feet

0 460 920 1,840 2,760 Feet

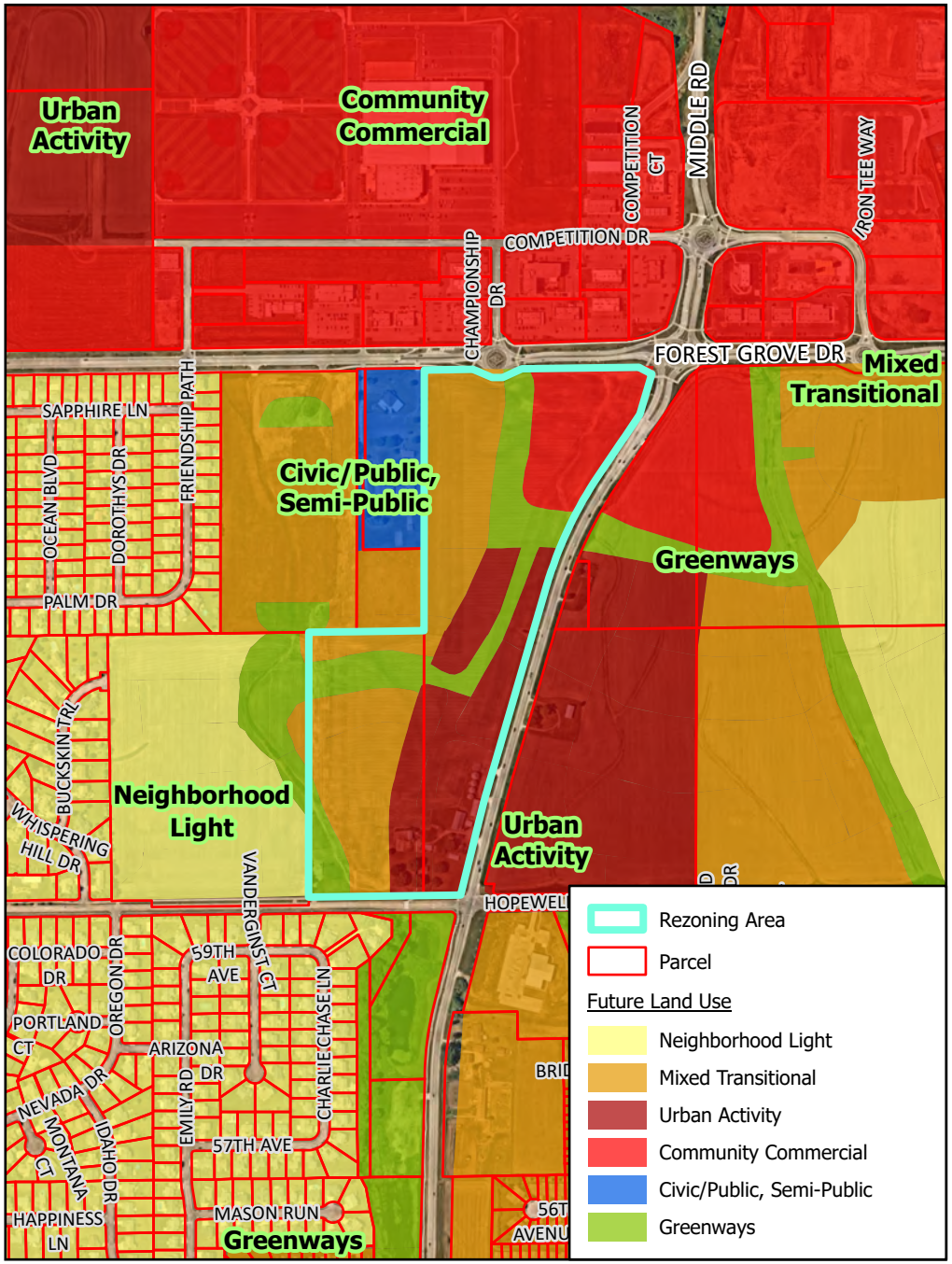


Case No. 24-052: Genesis Medical Complex
Rezoning: A-1 to UHI
Current Future Land Use & Zoning - Attachment B

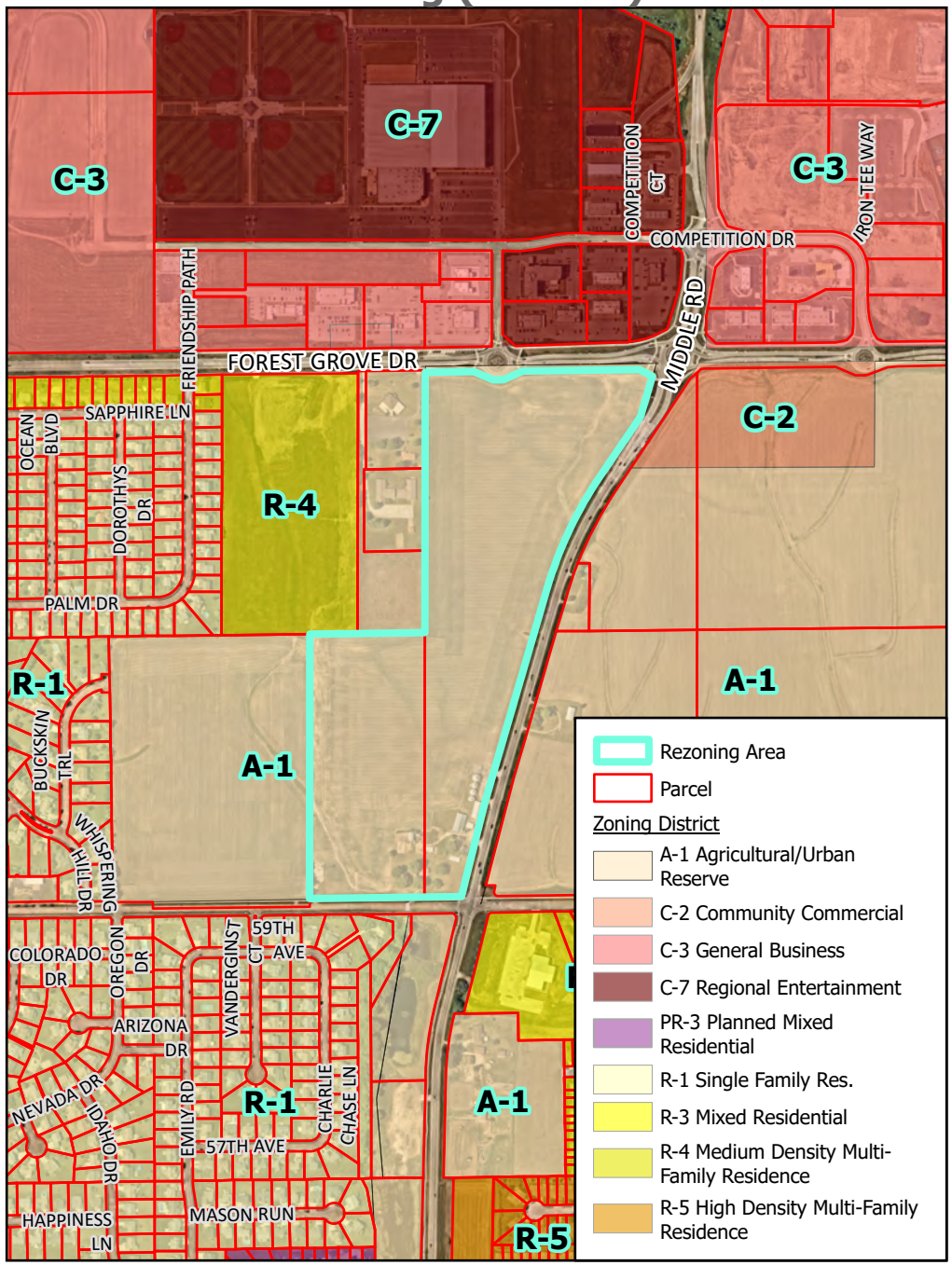
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Future Land Use



Zoning (Current)

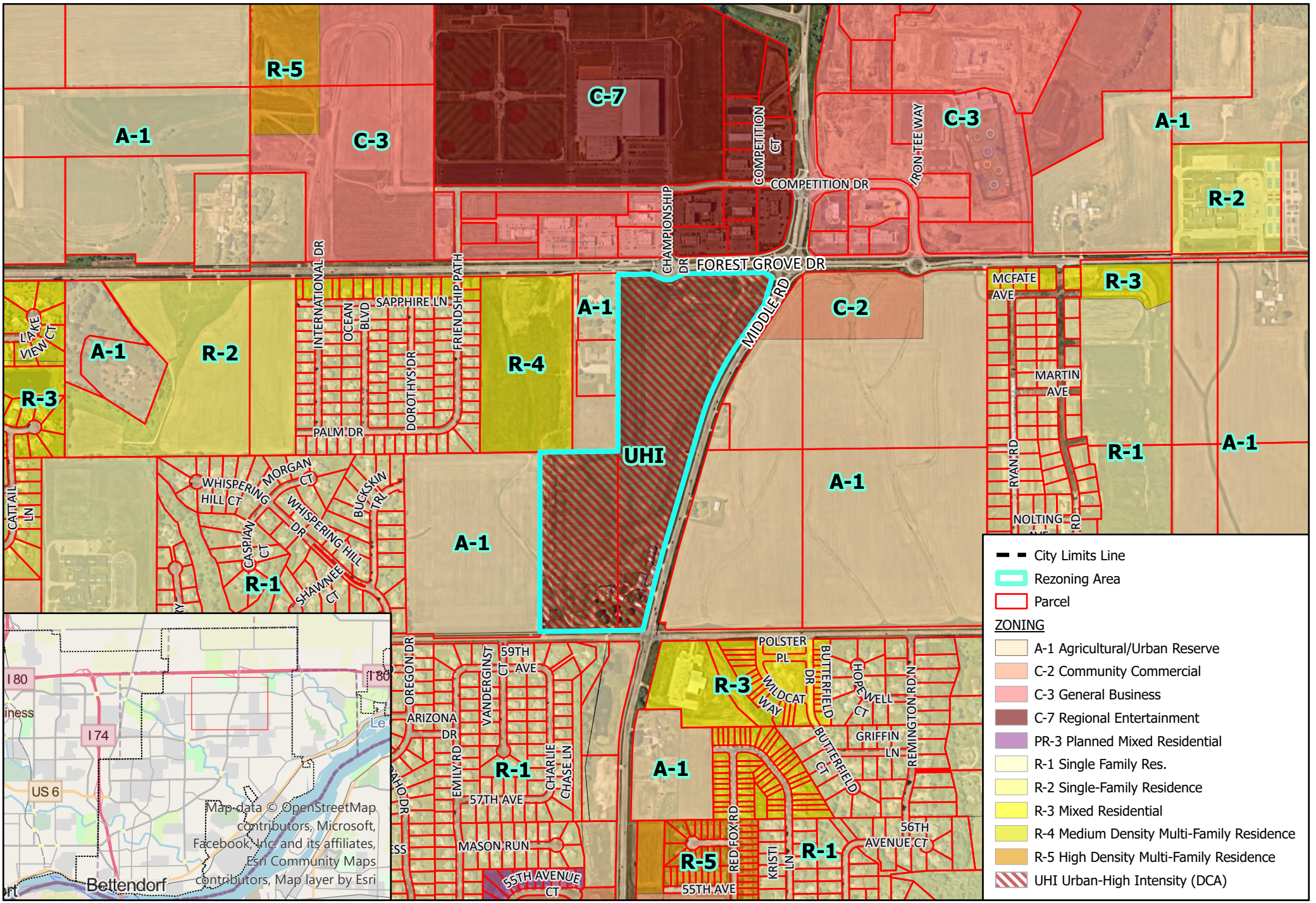


Case No. 24-052: Genesis Medical Complex
Rezoning: A-1 to UHI
Proposed Zoning - Attachment C

Bettendorf
a premier city

N

1 Inch = 1,167 Feet
Feet
0 460 920 1,840 2,760



City Limits Line
Rezoning Area
Parcel

ZONING

- A-1 Agricultural/Urban Reserve
- C-2 Community Commercial
- C-3 General Business
- C-7 Regional Entertainment
- PR-3 Planned Mixed Residential
- R-1 Single Family Res.
- R-2 Single-Family Residence
- R-3 Mixed Residential
- R-4 Medium Density Multi-Family Residence
- R-5 High Density Multi-Family Residence
- UHI Urban-High Intensity (DCA)



GENESIS
BETTENDORF MASTER PLAN

BETTENDORF CAMPUS
August 12, 2024

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

CHARACTER MOOD BOARD

The proposed development maintains Genesis Health System's established branding and color p e in modern tones and textures. The images re ect a balance of trad on and innov n, ensuring the development remains true to its roots while embracing a forward-thinking aesthe that enhances the community and focuses on p nt care.



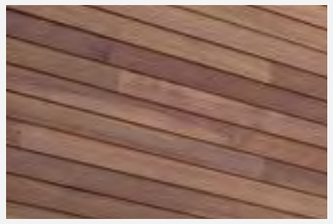
EXISTING MEDICAL OFFICE BUILDING

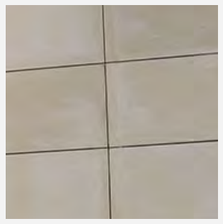

PROPOSED DESIGN INSPIRATION

PROPOSED FINISH PALETTE


FACE BRICK


TEXTURAL METAL PANEL


WOOD LOOK METAL PANEL


CAST STONE


BLACK ACCENTS



PROPOSED MEDICAL OFFICE BUILDING



PROPOSED DESIGN INSPIRATION


PROPOSED DESIGN INSPIRATION


EXISTING HOSPITAL

GENESIS REFERENCE BUILDINGS

SHIVEHATTERY
ARCHITECTURE + ENGINEERING









August 28, 2024

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

SUBJECT: Planning and Zoning Commission's decision on the rezoning of property generally located south of Forest Grove Drive, west of Middle Road, and north of Hopewell Avenue, A-1 to UHI, submitted by Genesis Health System. (Case 24-052)

Honorable Mayor and Members of the City Council:

On August 21, 2024, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named 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

6. Case 24-052; Public Hearing on the rezoning of property generally located south of Forest Grove Drive, west of Middle Road, and north of Hopewell Avenue, A-1 Agricultural/Urban Reserve District to UHI Urban High Intensity District, submitted by Genesis Health System. (Staff: Beswick)

Beswick reviewed the staff report, adding that the applicant is in the process of relocating one of the roundabouts to more closely align with the future connection of 63rd Avenue and Middle Road. Hunt stated that the developer held a neighborhood meeting on August 12 attended by residents, developers, and staff. He reviewed the Development Character Area procedure for rezoning property to UHI, adding that much more information is available at the beginning of the process as opposed to a traditional rezoning.

Wennlund opened the public hearing for Case 24-052 and asked if there is proof of publication. Fuhrman confirmed this.

There being no one present wishing to speak in favor or in opposition to the case, Wennlund closed the public hearing.

Stoltenberg asked if the goal for Middle Road is to avoid installing traffic signals. Morlok confirmed this, adding that the concept plan aligns with the city's plans for Middle Road. He explained that because the intent for the Middle Road reconstruction project is to limit left turns, the roundabout will have dual lanes and that in the future all of the access points will be right-in/right-out only.

Kappeler asked if it is anticipated that there will be delineators along Middle Road. Morlok explained that depending on the timing of the development and the reconstruction of Middle Road, there may be delineators in the short-term. He added that the City Council understands the urgency of funding the Middle Road reconstruction project. He commented that the goal is to complete the road reconstruction project as closely as possible to the opening of the hospital complex.

A brief discussion was held regarding the configuration of the north/south public streets that will be included in the development and the feeder street connections to Middle Road.

> On motion by Kappeler, seconded by Stoltenberg, that the rezoning of property generally located south of Forest Grove Drive, west of Middle Road, and north of Hopewell Avenue, A-1 to UHI, be recommended for approval subject to staff recommendations.

ROLL CALL ON MOTION

AYE:	Gibson, Kappeler, Ormsby, Stoltenberg, Wennlund
NAY:	None
ABSTAIN:	Satterfield

Motion carried.

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Mark Hunt, Community Development Director

Item Title
Resolution approving the final plat of Wilderness Pointe Third Addition, submitted by Luke Miller. (Case 24-055)

Explanation
Luke Miller (for Jared Kerkhoff) has submitted a proposal for a 20-lot subdivision named Wilderness Pointe Third Addition located on property west of the intersection of Criswell Street and 185th Avenue. The property is designated as NL, Neighborhood Light on the Future Land Use Map and is zoned R-1, Single-Family Residence Zoning District. The proposed plat is the final phase of the Wilderness Pointe Additions Preliminary Plat. The proposed subdivision is bordered by Wilderness Pointe First Addition to the south, Wilderness Pointe Second Addition to the west, and Century Heights Twenty Third Addition to the north.

The proposed use is single-family detached residential with a net density of roughly 1.5 dwelling units per acre. The Future Land Use designation, current zoning, proposed uses, and density are compliant and compatible with the Comprehensive Plan.

The Planning and Zoning Commission made a recommendation for approval of the final plat at their August 21, 2024 meeting.

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

List attachments
Resolution; (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. _____ - 24

RESOLUTION APPROVING THE FINAL PLAT OF WILDERNESS POINTE THIRD ADDITION

WHEREAS, Luke Miller has submitted the final plat of Wilderness Pointe Third Addition, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Wilderness Pointe Third Addition.

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 2024.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: Planning & Zoning Commission
Author: Taylor Beswick
Department: Community Development
Date: August 16, 2024

Case No.:	24-055
Request:	Wilderness Pointe Third Addition – Final Plat
Location:	West of intersection of Criswell Street and 185th Avenue
Legal Description:	(Parcel #: 841223004 & 841239009)
Applicant:	Luke Miller for Jared Kerkhoff
Current Zoning:	R-1, Single Family Residence District
Future Land Use:	NL, Neighborhood Light

Background Information & Facts

Luke Miller for Jared Kerkhoff has submitted a proposal for a 20-lot subdivision named Wilderness Pointe Third Addition located on property west of the intersection of Criswell Street and 185th Avenue (see Aerial Map – Attachment A). The property is designated as NL, Neighborhood Light on the Future Land Use Map and is located in the R-1, Single-Family Residence Zoning District (see Future Land Use & Zoning Map – Attachment B). The proposed plat is the final phase of the Wilderness Pointe Additions Preliminary Plat (see Preliminary Plat – Attachment C). The proposed subdivision is bordered by Wilderness Pointe First Addition to the south, Wilderness Pointe Second Addition to the west, and Century Heights Twenty Third Addition to the north (see Wilderness Pointe Third Addition Final Plat – Attachment D).

Future Land Use and Comprehensive Plan

The proposed use is single-family detached residential with a net density of roughly 1.5 dwelling units per acre. The Future Land Use designation, current zoning, proposed uses, and density are compliant and compatible.

Lot Configuration & Zoning Compliance

The plat shows 20 developable lots ranging in size from 0.53 acres (23,087 square feet) to 0.92 acres (40,075 square feet). The bulk standards for setbacks, lot width, and lot size are met by the proposed plat.

Utilities & Easements

The site has access to City sanitary sewer and Iowa American water. Staff has reviewed the plat for proper utility, drainage, and sewer easements.

Thoroughfare Plan & Access

Dedicated street right-of-way is shown as Birch Hill Court and a continuation of Woody Creek Lane which is proposed to continue north when the remainder of Century Heights Phase III is constructed. The plat dedicates 17-feet of right-of-way in order to maintain a consistent width on Criswell Street. Upon dedication, the City will provide snow removal and street maintenance. A temporary turnaround easement is shown on

the adjacent property located at the current terminus of Woody Creek Lane. Upon development of Century Heights Phase III, Woody Creek Lane will continue north and connect to Tucker Trail and Meghan Avenue. Woody Creek Lane is planned to continue farther north when future developments are proposed, enhancing street connectivity for the area.

Pedestrian and Trail Access

Sidewalks will be constructed per the City's standards on both sides of all streets within the subdivision. This new network will connect to existing sidewalks in Wilderness Pointe First Addition and future residential development to the north.

Stormwater Detention

Stormwater detention is provided off-site on Outlot L, Wilderness Pointe First Addition. City staff has reviewed stormwater calculations, and it is deemed to be sufficient for this proposed future development.

Staff Recommendation

Staff recommends approval of the final plat of Wilderness Pointe Third Addition (Case No. 24-055).

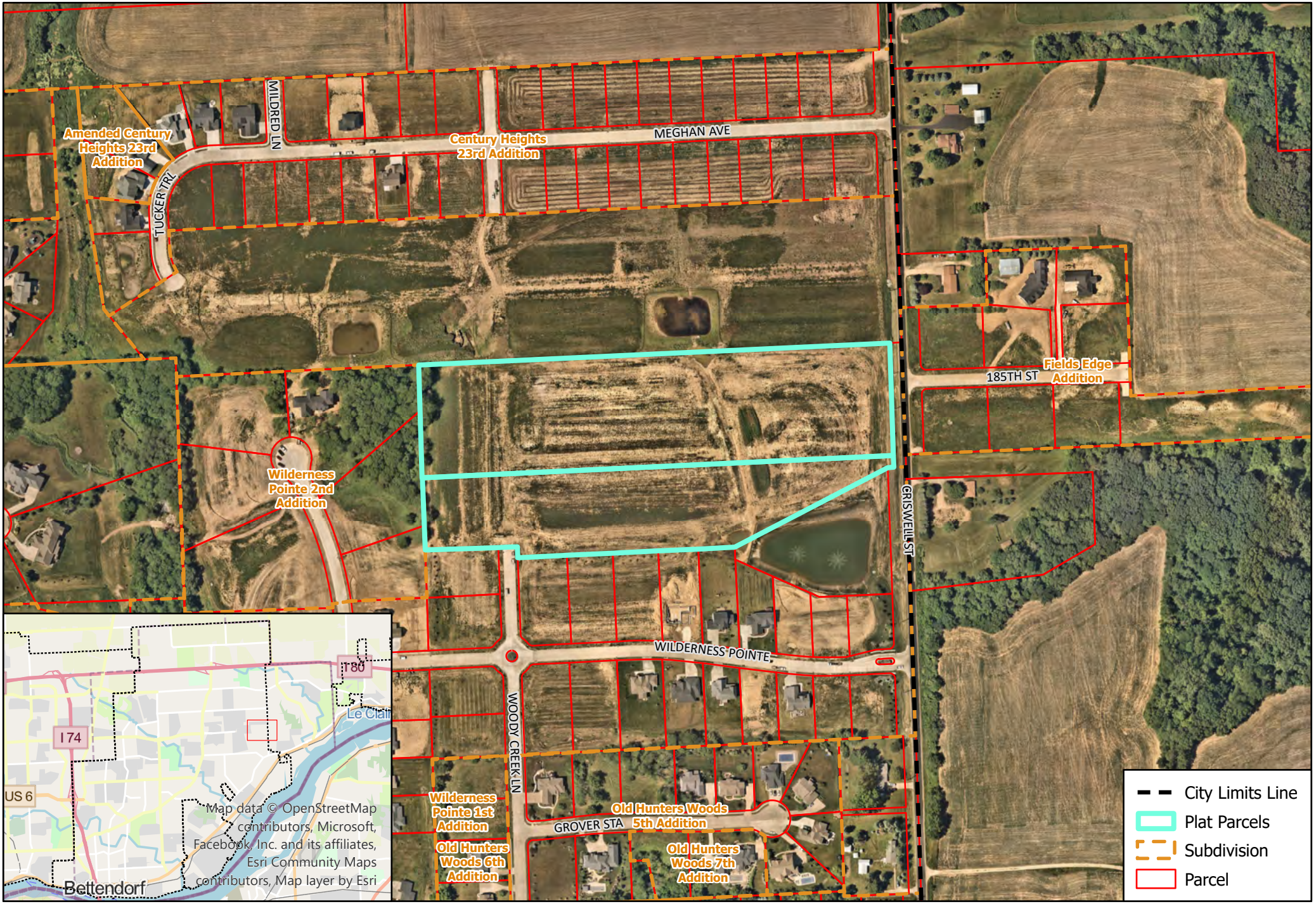
Respectfully submitted,

Taylor Beswick
Senior City Planner

Case No. 24-055: Wilderness Pointe Third Addition
Final Plat
Aerial

1 Inch = 333 Feet
0 130 260 520 780 Feet

N

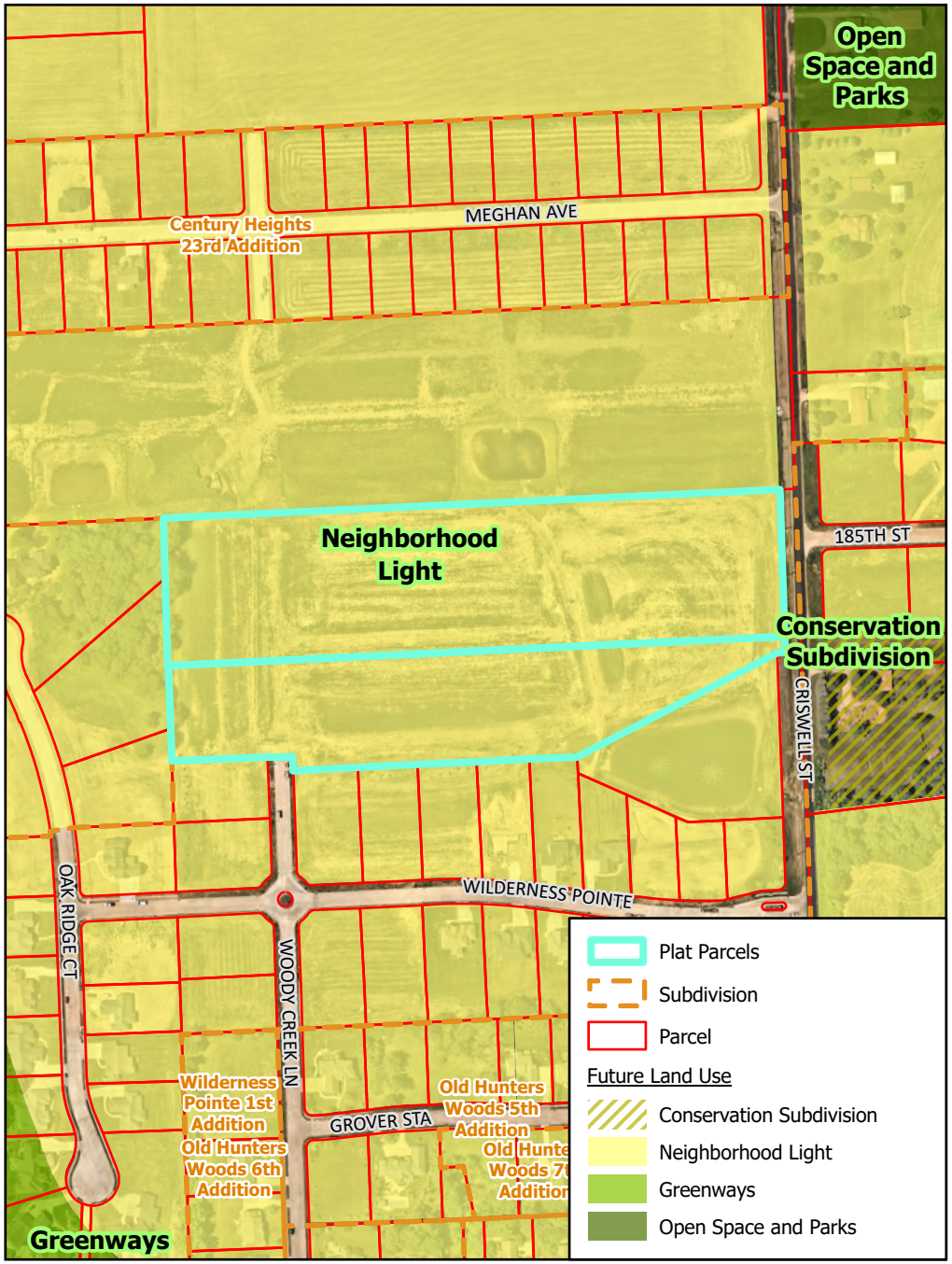


Case No. 24-055: Wilderness Pointe Third Addition
Final Plat
Future Land Use & Zoning

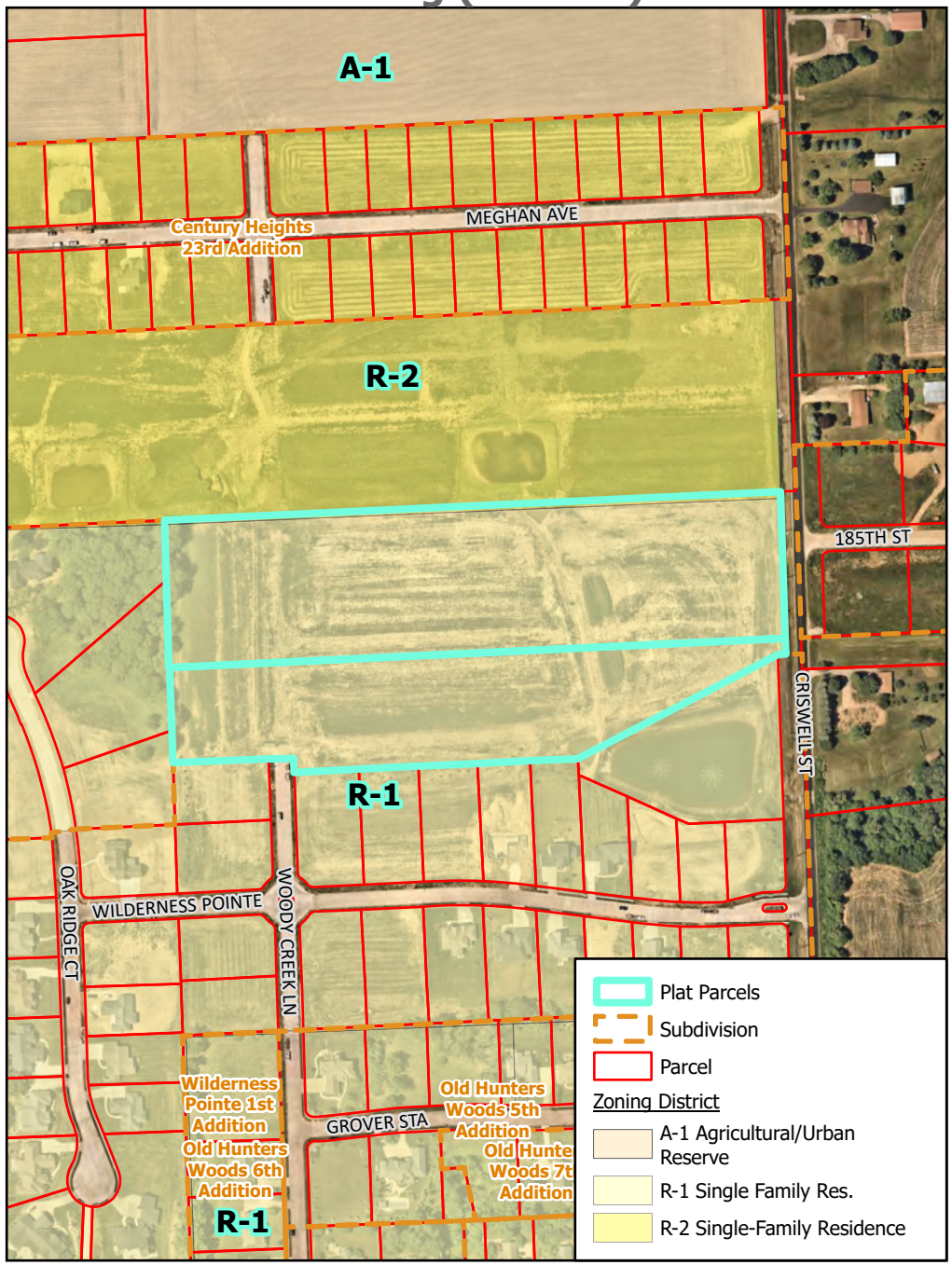
1 Inch = 375 Feet
0 185 370 740 Feet

N

Future Land Use



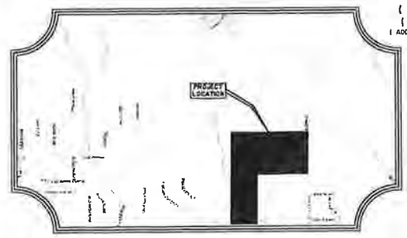
Zoning (Current)



PRELIMINARY PLAT OF
WILDERNESS POINTE ADDITIONS
BETTENDORF, IOWA

BEING PART OF THE EAST HALF OF SECTION 12 TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M.

(SCALE : 1" = 100')
(NOVEMBER 01, 2019)
(NOVEMBER 11, 2019)
(ADDED EASEMENT LINES AND CHANGE RIGHT OF WAY WIDTH)



LOCATION MAP

(PRELIMINARY PLAT: NOT TO BE RECORDED)

DEVELOPER

KERKHOFF HOMES, INC.
6295 SETTLERS POINTE CIRCLE
BETTENDORF, IOWA 52722
ATTN: JARED KERKHOFF

OWNER

FOX HOLLOW LLC
2847 HALCYON DRIVE
BETTENDORF, IOWA 52722
ATTN: MARYELLEN HAWBAKER

ALL IMPROVEMENTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST CITY OF BETTENDORF STANDARD SPECIFICATIONS AND DETAIL DRAWINGS.

ALL INTERIOR LOT DIMENSIONS ARE APPROXIMATE.

TOPOGRAPHY PROVIDED BY OTHERS.

SUBDIVISION CONTAINS 62.24 ACRES, MORE OR LESS.

LOTS 1, 47, 48, AND 84 SHALL NOT BE ALLOWED DIRECT ACCESS TO CRISWELL STREET.

ZONING IN PROGRESS IS R-1 (SINGLE-FAMILY RESIDENCE DISTRICT).

FRONT YARDS WHERE SANITARY SEWER IS SHOWN SHALL HAVE A 15 FOOT SANITARY SEWER & UTILITY EASEMENT, FRONT YARDS WITH WATERMAIN SHALL HAVE A 15 FOOT WATERMAIN & UTILITY EASEMENT, SIDE LOT LINES WITH STORM SEWER ONLY SHALL HAVE A 20 FOOT EASEMENT CENTERED ON STORM SEWER. ALL DRAINAGE WAY EASEMENT WIDTHS SHALL BE DETERMINED WHEN CONSTRUCTION PLANS ARE DESIGNED.

ALL SANITARY SEWER SHALL BE 8 INCH DIAMETER.

ALL WATERMAIN SHALL BE 8 INCH DIAMETER DUCTILE IRON PIPE.

ALL STORMWATER DETENTION BASINS SHALL BE DESIGNED AT THE TIME OF DESIGN OF EACH OF THE PROPOSED ADDITIONS. OUTLOTS C, M AND R ARE DESIGNATED FOR DETENTION BASIN LOCATIONS.

BEARINGS SHOWN HEREON ARE BASED ON THE IOWA STATE PLANE COORDINATE SOUTH ZONE, NAD 83.

CENTERLINE CURVE DATA

CURVE NO. 1	CURVE NO. 2	CURVE NO. 3	CURVE NO. 4
R=1050'	R=1050'	R=95'	R=250'

NOV 13 2019

LEGEND

- EXISTING CONTOURS (INDEX)
- EXISTING CONTOURS (INTERMEDIATE)
- EXISTING SANITARY SEWER (36"Ø D.I.P.)
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM SEWER
- EXISTING STORM SEWER MANHOLE
- EXISTING FLARED END SECTION
- EXISTING ASPHALT PAVING
- EXISTING PORTLAND CEMENT CONCRETE PAVING
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN
- PROPOSED FLARED END SECTION
- PROPOSED STORM SEWER MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE

SURVEYOR

DAVID L. MEYER
VERBEKE - MEYER CONSULTING ENGINEERS, P.C.
4111 EAST 60th STREET
DAVENPORT, IOWA 52807

PREPARED BY

VERBEKE - MEYER CONSULTING ENGINEERS, P.C.
4111 EAST 60th STREET
DAVENPORT, IOWA 52807
PHONE NUMBER: (563) 359 - 1348

VMCE 18260

Description: Part Southwest Quarter Section 12, Township 78 North, Range 4 East of the 5th P.M.
Requestor: Kerkhoff Homes, Inc.
Proprietor: Kerkhoff Homes, Inc.
Surveyor: Luke D. Miller
Survey Company: Klingner & Associates, P.C.
Return To: Klingner & Associates, P.C.
4111 East 60th Street, Davenport, Iowa 52807
dmeyer@klingner.com (563) 359-1348

AREA TABLE:

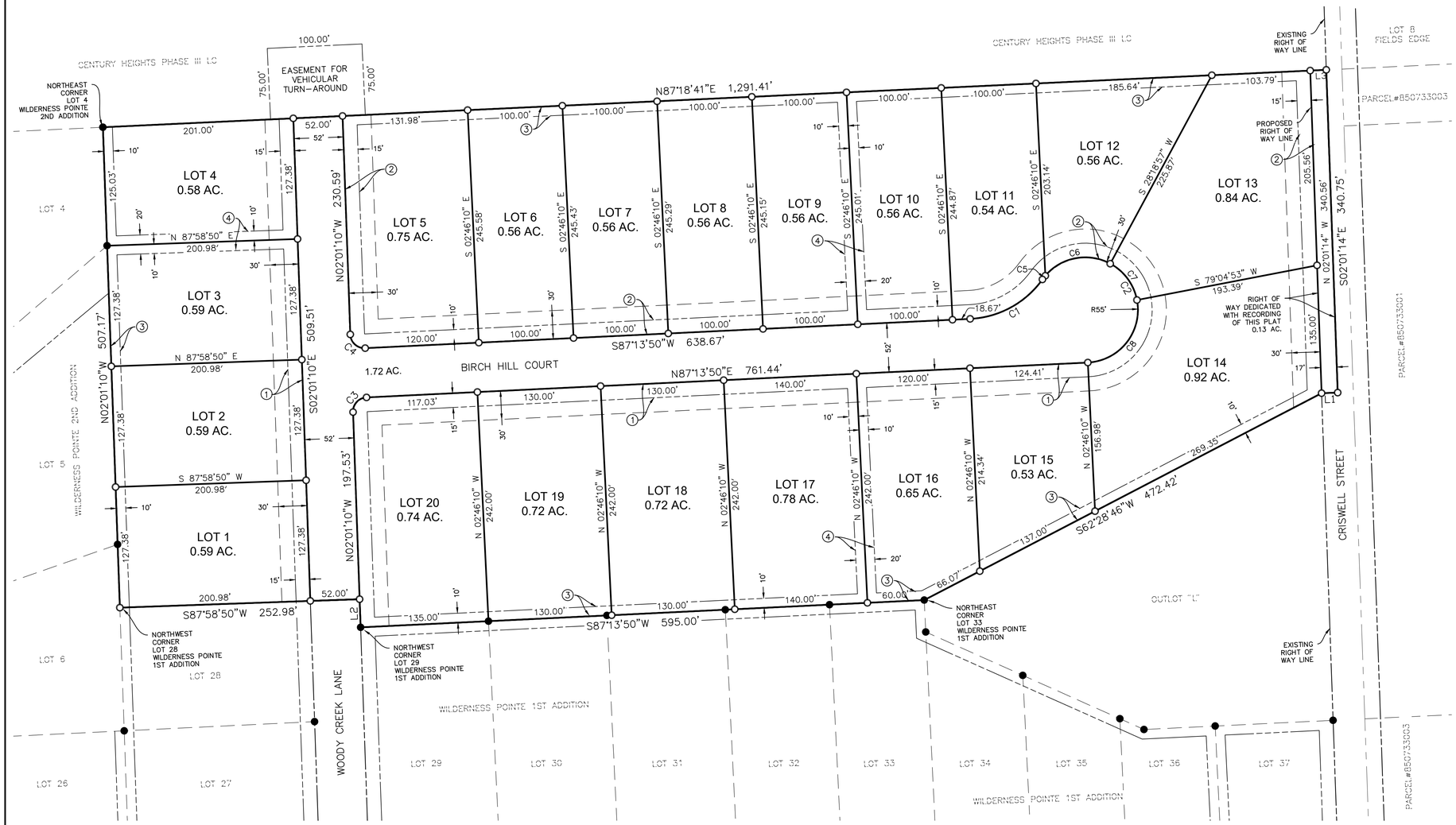
SUBDIVISION	14.76 AC.
RIGHT OF WAY	1.85 AC.
LOTS	12.91 AC.

FINAL PLAT
OF
WILDERNESS POINTE THIRD ADDITION
TO THE CITY OF BETTENDORF, IOWA
BEING PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M.
SCOTT COUNTY, IOWA

Line Table		
Line #	Direction	Length
L1	S87°58'50"W	17.00'
L2	N02°01'10"W	29.69'
L3	N87°18'41"E	17.00'

N
0 30 60'
SCALE 1"=60

PRELIMINARY DO NOT RECORD



THE UTILITY EASEMENTS SHOWN ARE APPROVED:

MIDAMERICAN ENERGY DATE

CENTURYLINK DATE

MEDIACOM DATE

IOWA AMERICAN WATER DATE

METRONET DATE

THIS FINAL PLAT AS SHOWN IS APPROVED:

PLAN & ZONE COMMISSION DATE

CITY OF BETTENDORF DATE

ATTEST DATE

GENERAL NOTES

DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SUBDIVISION CONTAINS 14.76 ACRES, MORE OR LESS.

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

ALL STREET RIGHT OF WAYS ARE DEDICATED TO THE CITY OF BETTENDORF, IOWA, FOR STREET PURPOSES.

LOTS ARE ZONED R-1 (SINGLE-FAMILY RESIDENCE DISTRICT).

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.

SIDEWALKS SHALL BE INSTALLED ALONG BOTH SIDES OF ALL INTERIOR STREETS.

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

ACCESS TO CRISWELL BY LOTS 13 & 14 IS PROHIBITED

LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8" IRON ROD WITH ORANGE PLASTIC CAP# 22228
- RIGHT OF WAY LINE
- SUBDIVISION BOUNDARY LINE
- PROPOSED LOT LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- EXISTING LOT LINE

EASEMENT LEGEND:

1. SANITARY SEWER & UTILITY EASEMENT
2. WATERMAIN & UTILITY EASEMENT
3. UTILITY EASEMENT
4. STORM SEWER & DRAINAGE EASEMENT

SURVEYOR/ENGINEER:
LUKE D. MILLER
KLINGNER & ASSOCIATES PC
4111 EAST 60TH STREET
DAVENPORT, IA 52807

ATTORNEY:
BROOKS LAW FIRM, P.C.
ATTN: MILISSA HOFMANN
3425 E. LOCUST ST., STE. 201
DAVENPORT, IA 52803

OWNER/DEVELOPER:
WILDERNESS POINTE LLC
6295 SETTLERS POINTE CIR.
BETTENDORF, IA 52722

Curve Table					
Curve #	Length	Radius	Delta	CH. BRNG.	CH. LEN.
C1	89.84'	99.50'	51°43'51"	S61°21'54"W	86.82'
C2	224.47'	55.50'	231°43'51"	N28°38'06"W	99.88'
C3	23.37'	15.00'	89°15'00"	N42°36'20"E	21.07'
C4	23.76'	15.00'	90°45'00"	N47°23'40"W	21.35'
C5	4.91'	55.50'	5°04'09"	S38°02'03"W	4.91'
C6	75.31'	55.50'	77°44'49"	S79°26'32"W	69.66'
C7	49.17'	55.50'	50°45'56"	N36°18'05"W	47.58'
C8	95.07'	55.50'	98°08'57"	N38°09'21"E	83.87'

LICENSED LAND SURVEYOR
LUKE D. MILLER
22228
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.
Signature: DO NOT RECORD
Luke D. Miller P.L.S., License Number 22228
Date: 8-12-2024
My license renewal date is December 31, 2025
THIS SHEET ONLY
Pages or sheets covered by this seal:

KLINGNER & ASSOCIATES, P.C.
Engineers • Architects • Surveyors
Davenport, Iowa
4111 East 60th St
563.359.1046
www.klingner.com
Quincy, IL Galesburg, IL Burlington, IA
Pella, IA Hannibal, MO Columbia, MO

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REVISION HISTORY

MARK	DESCRIPTION	DATE	APPR

PRELIMINARY DO NOT RECORD

FINAL PLAT
WILDERNESS POINTE THIRD ADDITION BETTENDORF, IA

Non-Reduced Sheet Size: 24" x 36"
Full sized plans have been prepared using standard scales. Reduced size plans may not conform to standard scales.

DESIGNED	DRAWN: JLR
FIELD	FIELD BOOK
CHECKED LDM	CHECK DATE

FINAL PLAT

PROJECT NO. WP-3RD-ADDITION-PLAT-7-31-2024

8-12-2024

SHEET 1 OF 1

August 28, 2024

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 Wilderness Pointe Third Addition, submitted by Luke Miller. (Case 24-055)

Honorable Mayor and Members of the City Council:

On August 21, 2024, 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 24-055; Final Plat of Wilderness Pointe Third Addition, submitted by Luke MIller. (Staff: Beswick)

Beswick reviewed the staff report.

> On motion by Stoltenberg, seconded by Ormsby, that the final plat of Wilderness Pointe Third Addition be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Mark Hunt, Community Development Director

Item Title
Resolution approving the final plat of FG 80 Holdings Fifth Addition (Replat), submitted by Middle & Forest Grove, LLC. (Case 24-056)

Explanation
Middle & Forest Grove, LLC has submitted a final plat (Replat) named FG 80 Holdings Fifth Addition located north of Forest Grove Drive and east of Middle Road. The property is designated as CC, Community Commercial on the Future Land Use Map and is zoned C-3, General Business Zoning District. The property contained in the proposed plat subdivides Lot 1 of FG 80 Holdings Second Addition and a portion of Lot 3, FG 80 Holdings Fourth Addition into four lots. As a note, a plat named FG 80 Holdings Fifth Addition was previously approved in a different location. The plat was never recorded, and the project location has changed. The proposed plat contains a total of four lots, three of which are roughly equal in size and one large lot containing the Iron Tee Golf complex. Each lot meets the bulk standards for the C-3 District.

The plat shows commercial lots of roughly 1 acre in size with the exception of the Iron Tee Golf complex lot. Proposed uses include commercial retail, restaurants, and service establishments. The Future Land Use designation, current zoning, and proposed uses are compliant and compatible.

The Planning and Zoning Commission made a recommendation for approval of the final plat at their August 21, 2024 meeting.

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

List attachments
Resolution; (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. _____ - 24

**RESOLUTION APPROVING THE FINAL PLAT OF
FG 80 HOLDINGS FIFTH ADDITION
REPLAT OF LOT 1, FG 80 HOLDINGS SECOND ADDITION
AND LOT 3, FG 80 HOLDINGS FOURTH ADDITION**

WHEREAS, Middle & Forest Grove, LLC has submitted the final plat of FG 80 Holdings Fifth Addition (Replat of Lot 1, FG 80 Holdings Second Addition and Lot 3, FG 80 Holdings Fourth Addition), and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of FG 80 Holdings Fifth Addition.

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: Planning and Zoning Commission
Author: Taylor Beswick
Department: Community Development
Date: August 16, 2024

Case No.:	24-056 and 24-057
Request:	Final Plat (replat) – FG 80 Holdings Fifth Addition Site Development Plan – Commercial (automotive services, retail, and restaurant)
Location:	South of Iron Tee Golf range
Applicant:	Kevin Koellner DBA Focus Real Estate Development
Current Zoning:	C-3, General Business District
Future Land Use:	CC, Community Commercial
Proposed Use:	Subdivision of Lot 1, FG 80 Holdings Second Addition & Lot 3, FG 80 Holdings Fourth Addition. One building containing 10,700 square feet and associated parking (86 spaces). Proposed uses are automotive services, retail, and restaurant.

Background Information & Facts

Kevin Koellner has submitted a final plat (replat) named FG 80 Holdings Fifth Addition located north of Forest Grove Drive and east of Middle Road (see Final Plat Aerial Map - Attachment A). The property is designated as CC, Community Commercial on the Future Land Use Map and is located in the C-3, General Business Zoning District (see Future Land Use & Zoning Map - Attachment B). The property contained in the proposed plat subdivides Lot 1 of FG 80 Holdings Second Addition and a portion of Lot 3, FG 80 Holdings Fourth Addition into four lots (see FG 80 Holdings Fifth Addition - Attachment C). Kevin Koellner has also submitted a site development plan for a building to be located on Lot 3 of the proposed subdivision (see Site Development Plan Aerial Map - Attachment D and Site Development Plan – Attachment E). The developer proposes a 10,700 square foot commercial building containing 3,600 square feet of retail or restaurant and the remainder for automotive service use. As a note, a plat named FG 80 Holdings Fifth Addition and a similar site development plan was previously approved in a different location. The plat was never recorded, and the project location has changed.

Final Plat (24-056)

Future Land Use and Comprehensive Plan

The plat shows commercial lots of roughly 1 acre in size with the exception of the Iron Tee Golf complex lot. Proposed uses include commercial retail, restaurants, and service establishments. The Future Land Use designation, current zoning, and proposed uses are compliant and compatible.

Lot Configuration

The proposed plat contains a total of four lots, three of which are roughly equal in size and one large lot containing the Iron Tee Golf complex. Each lot meets the bulk standards for the C-3 District.

Thoroughfare Plan & Access

An access easement is shown on the plat which provides direct access to Lot 3 via Forest Grove Drive. Lot 1 is accessed via a shared curb cut with the lot to the north onto Competition Drive. Lot 2 has a blanket access easement onto Lot 1 and Lot 3. No lots will have direct access to Forest Grove Drive. All roadways and parking areas are private, and maintenance is the responsibility of the owner.

Stormwater & Utilities

All stormwater detention is provided by off-site, regional detention areas. Dedication of stormwater detention lots are not required in this subdivision.

Site Development Plan (24-057)

Zoning Compliance

The proposed uses are classified as retail, restaurant, and automotive service which is permitted in the C-3 District. All C-3 zoning bulk standards are met, including the building setback of 20 feet for the proposed development.

Access & Off-Street Parking

Two vehicular accesses are shown via two curb cuts onto the private drive, one northeast of the structure and one southeast of the structure. Interior vehicular turning movements meet design requirements. Drive-through garage door stalls are located on the east end of the proposed structure for automotive services.

The site plan shows a total of 86 parking stalls, including 4 ADA spaces. Most of the floor area for the building is reserved for the automotive service use, while three demised units are reserved for retail and/or restaurant (see Lot 3, FG 80 Holdings Fifth Addition Floor Plan – Attachment F). Given the proposed parking on-site and a shared parking agreement across all lots in the subdivision, staff contends off-street parking will be sufficient for the development.

Pedestrian Access

Pedestrian access is proposed via a sidewalk connection to the existing Forest Grove Drive bike/ped trail and a connection to a proposed sidewalk on the west side of the private access drive. The sidewalk along the private access drive will terminate at the north parking lot curb cut.

Landscaping

The proposed landscape plan shows a total of 11.5 tree factors located primarily in the streetscape buffer area of Forest Grove Drive and the unnamed private drive for the development which meets code requirements (see Attachment G – Landscape Plan).

Stormwater Detention, Utility Connections, and Refuse

Stormwater detention is provided offsite in a regional pond. All stormwater calculations for the development have been reviewed, and the off-site detention has sufficient capacity. The utilities have been reviewed by staff and are deemed sufficient for the proposed construction. One dumpster is located in the northwest corner of the development. The dumpster is shown with screening and has sufficient access for trucks.

Character

The development is not located within an overlay zoning district within the City so no specific design characteristics are required. Staff contends the proposed elevation drawings are consistent with the surrounding architectural theme existing in surrounding developments (see Elevations – Attachment H).

Staff Recommendation

Staff contends the proposed plat meets subdivision standards and code requirements. Staff recommends approval of Case 24-056, final plat (replat) of FG 80 Holdings Fifth Addition.

Staff contends the proposed development meets site development standards and code requirements. Staff recommends approval of Case 24-057, site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition.

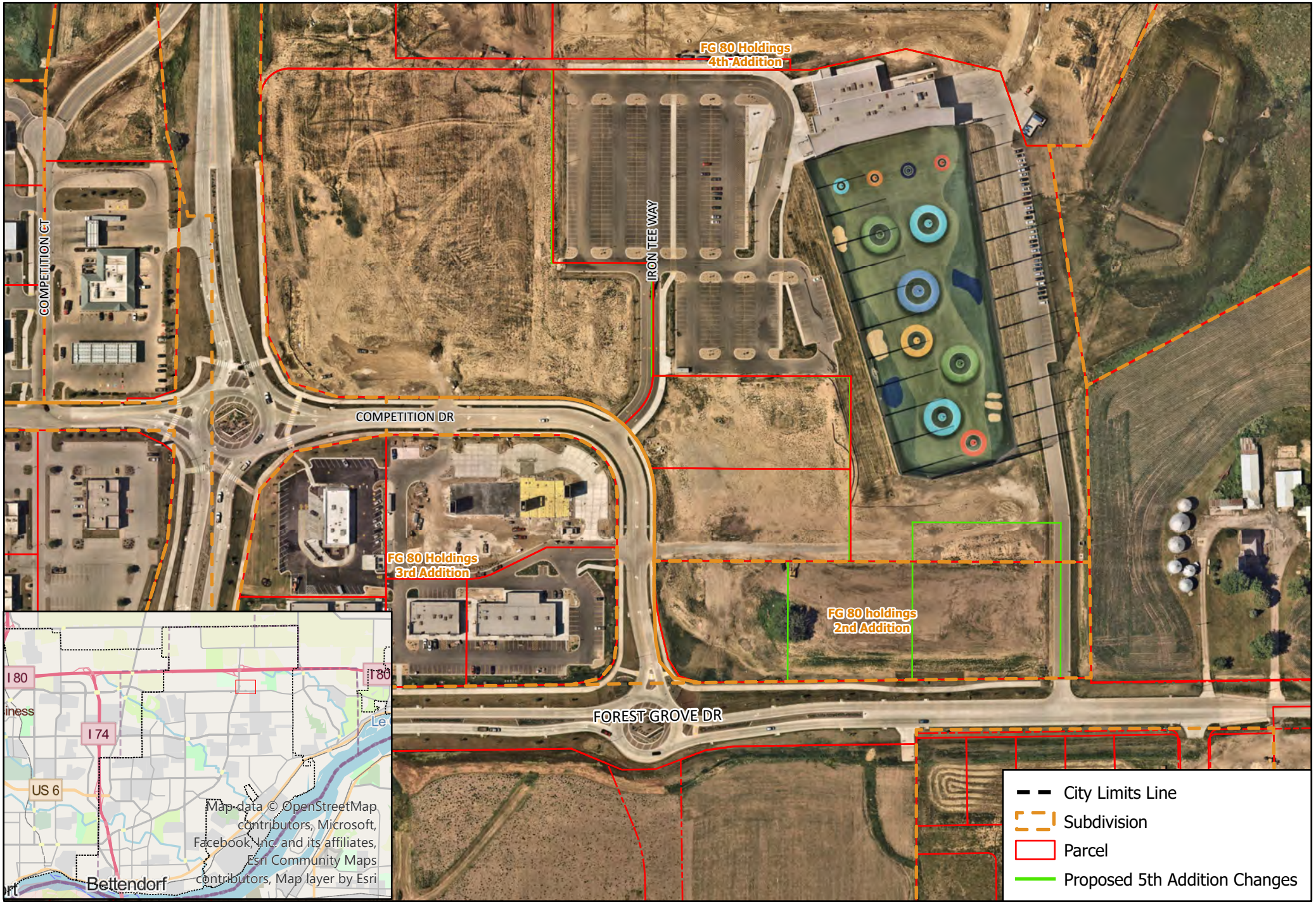
Respectfully submitted,

Taylor Beswick
Senior City Planner

Case No. 24-056: FG 80 Holdings 5th Addition
Final Plat
Aerial - Attachment A

1 Inch = 306 Feet
Feet
0 120 240 480 720

N

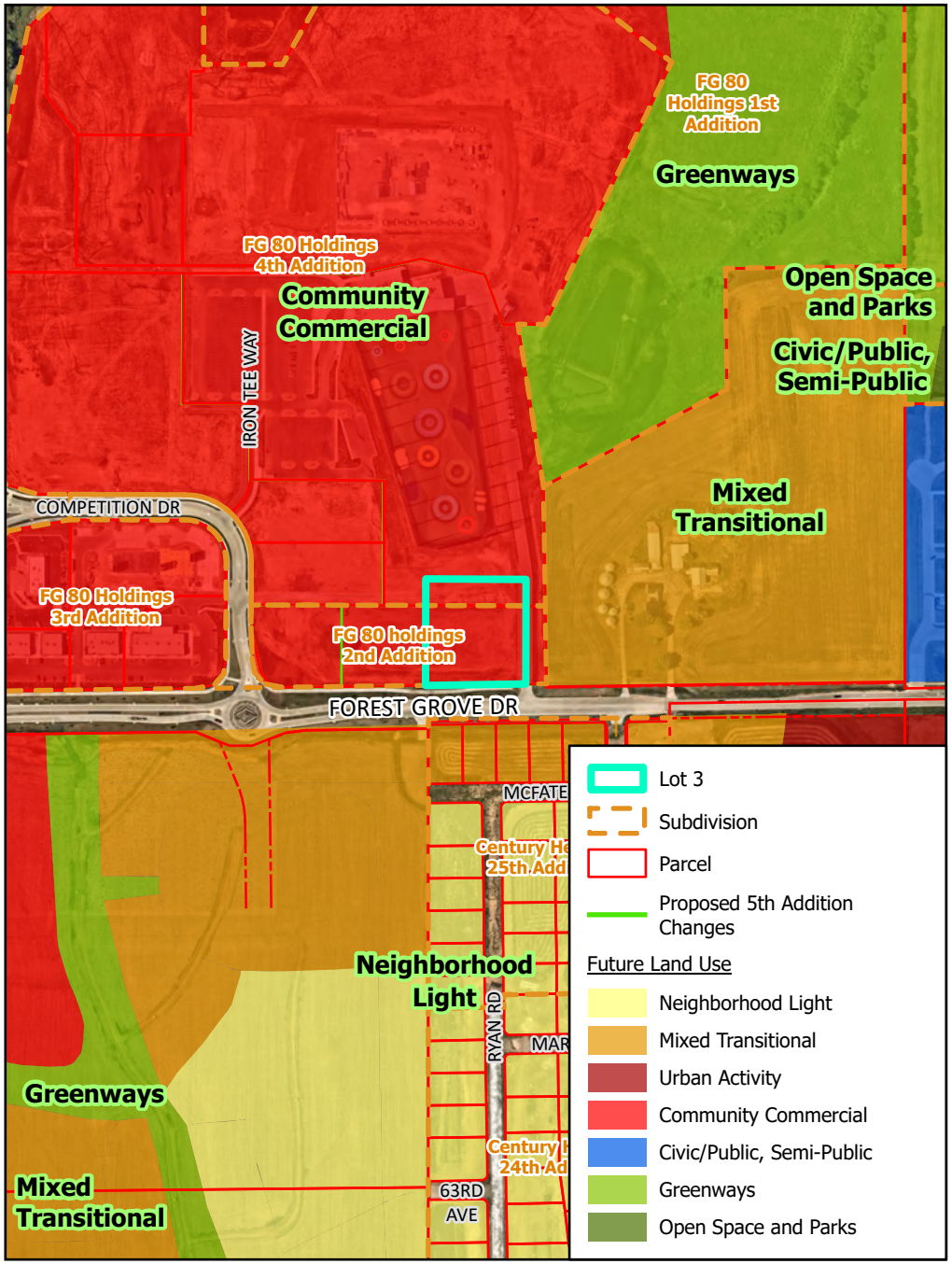


Case No. 24-056, -057: FG 80 Holdings 5th Addition
Final Plat & Site Development Plan
Current Future Land Use & Zoning - Attachment B

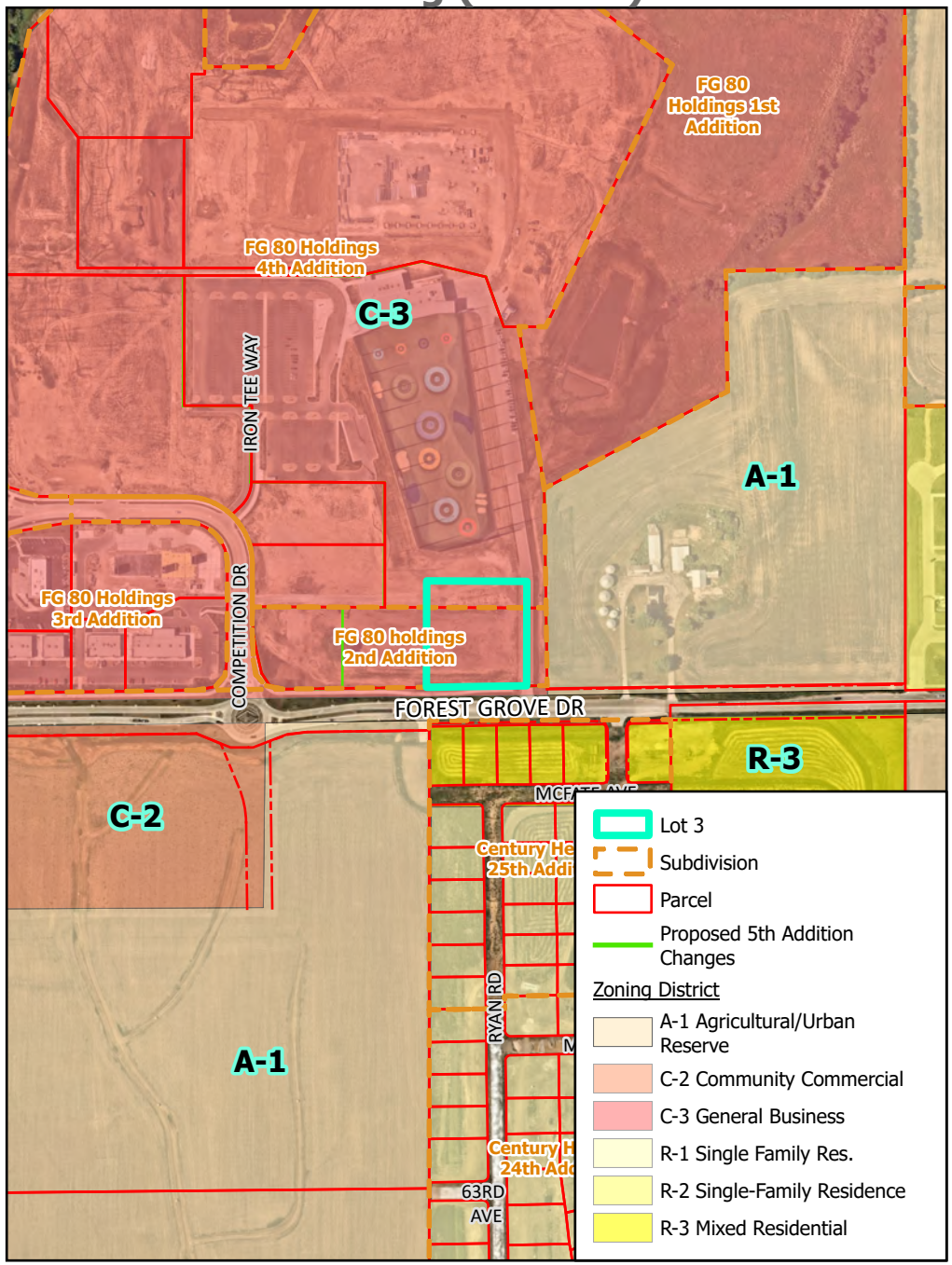
1 Inch = 667 Feet
0 185 370 740 Feet

N

Future Land Use



Zoning (Current)



DRAFT
08-13-2024

FINAL PLAT
FOR
FG 80 HOLDINGS FIFTH ADDITION

A RE-PLAT OF LOT 1 IN FG 80 HOLDINGS SECOND ADDITION,
AND LOT 3 IN FG 80 HOLDINGS FOURTH ADDITION,
IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1,
AND IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2,
ALL IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

OWNER / SUBDIVIDER
MIDDLE & FOREST GROVE, LLC
KEVIN KOELLNER
1805 STATE STREET SUITE 101
BETTENDORF, IOWA 52722
PHONE: (563) 355-2022

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

100 50 0 100 200
SCALE: 1" = 100'

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	53,661 SF±	1.23 AC±
LOT 2	52,435 SF±	1.20 AC±
LOT 3	83,638 SF±	1.92 AC±
LOT 4	655,122 SF±	15.04 AC±
TOTAL AREA	844,857 SF±	19.40 AC±

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 73°57'05" W	39.88'	L13	N 75°09'26" E	58.88'
L2	N 34°42'09" W	38.44'	L14	S 78°30'48" E	65.16'
L3	N 15°21'06" W	67.62'	L15	S 27°28'42" E	106.69'
L4	N 11°58'28" W	46.66'	L16	N 37°32'19" E	6.54'
L5	N 05°13'12" W	46.66'	L17	N 21°42'03" W	20.00'
L6	N 01°50'34" W	25.46'	L18	N 78°30'48" W	33.72'
L7	N 27°28'42" W	72.70'	L19	N 78°30'48" W	49.60'
L8	N 74°04'46" W	35.10'	L20	N 27°28'42" W	29.62'
L9	S 88°56'36" W	89.65'	L21	S 75°09'26" W	51.92'
L10	N 35°38'49" W	43.80'	L22	N 78°30'48" W	34.93'
L11	N 75°09'26" E	37.44'	L23	S 75°09'26" W	33.46'
L12	S 35°38'49" E	16.57'	L24	S 75°09'26" W	58.84'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	8.14'	280.50'	N 02°40'29" W	8.14'
C2	36.47'	280.50'	N 07°13'51" W	36.44'
C3	53.76'	185.00'	N 10°10'06" W	53.57'
C4	96.89'	185.00'	N 33°29'54" W	95.79'
C5	139.94'	185.00'	N 70°10'22" W	136.63'

LEGEND

- ▲ REBAR WITH CAP #_____, FOUND
- △ 5/8" REBAR WITH CAP #13581, SET
- ⊙ P.K. NAIL, SET
- ● REBAR, FOUND
- X CHISELED "X" IN CONCRETE, FOUND
- Ⓟ WOODEN FENCE POST
- 100.00' MEASURED DIMENSION
- (100.00') RECORDED DIMENSION
- SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- EXISTING R.O.W. LINE
- EXISTING SETBACK LINE
- EXISTING ACCESS & UTILITY EASEMENT

ABBREVIATIONS

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

GENERAL NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Middle & I-80 LLC.

It should be noted that in the performance of this re-survey, the courses and distances of the re-survey may vary from recorded calls, based on the existence of found monumentation, occupation, or other controlling calls or conditions that have occurred in the re-survey of this property.

This property is subject to any and all easements and roadways of record.

No investigation concerning environmental and subsurface conditions, or for the existence of underground containers, structures or facilities which may affect the use or development of this property was made as a part of this survey.

No investigation was made as a part of this survey to determine or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal facilities, except as noted. Call Iowa One-Call at 1-800-292-8989 for information regarding these utilities or facilities.

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0377G with an Effective Date March 23, 2021.

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

All monuments have been found or are set as shown on this plat.

Plat notes establish requirements for how a subdivision will develop. However, the city reserves the right in its sole discretion to alter or amend any plat note, or to sell or vacate any right of way or utility dedicated within the plat. Further the city reserves the right upon request of the owner to relocate any easement, alter lot boundaries or allow ground to be replatted.

Blanket underground easements granted for all primary and secondary electric cables, pad mounted transformers, electric transformers, primary cable, gas service, water service, sewer laterals, telephone service and cable T.V. to individual structures and street lights.

Blanket easement granted for access across Lots 1, 2 & 3.

Lots 1, 2 & 3 are not allowed direct access to Forest Grove Drive, except via the existing Access & Utility Easement at the east end of Lots 3 & 4.

Easements designated as "Utility Easements" include all utilities that are provided either by the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf, including sewer and water.

Lots "B" in FG 80 First Addition is reserved for stormwater detention. A Pedestrian / Bike Path blanket easement is also granted for all of Lot "C" in FG 80 Fourth Addition.

MID AMERICAN ENERGY CO.
BY _____
DATE _____

MEDIACOM
BY _____
DATE _____

CENTURYLINK
BY _____
DATE _____

IOWA - AMERICAN WATER CO.
BY _____
DATE _____

METRONET
BY _____
DATE _____

CITY OF BETTENDORF
BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING
BY _____
DATE _____

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

DRAFT
08-13-2024
Daryl A. Brickner, PLS No. 13581 Date
My license renewal date is December 31, 2025
No. of sheets covered by this seal: ___

REVISIONS

No.	DESCRIPTION	DATE
1	REVISED PER CITY REVIEW COMMENTS	8/13/2024

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

FG 80 HOLDINGS FIFTH ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.24
File Name: 21003795-24 FG80 5th Final Plat.dwg
© COPYRIGHT 2024
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Field Book No:
Drawn By: DAB
Checked By: JPJ
Date: 6/21/2024

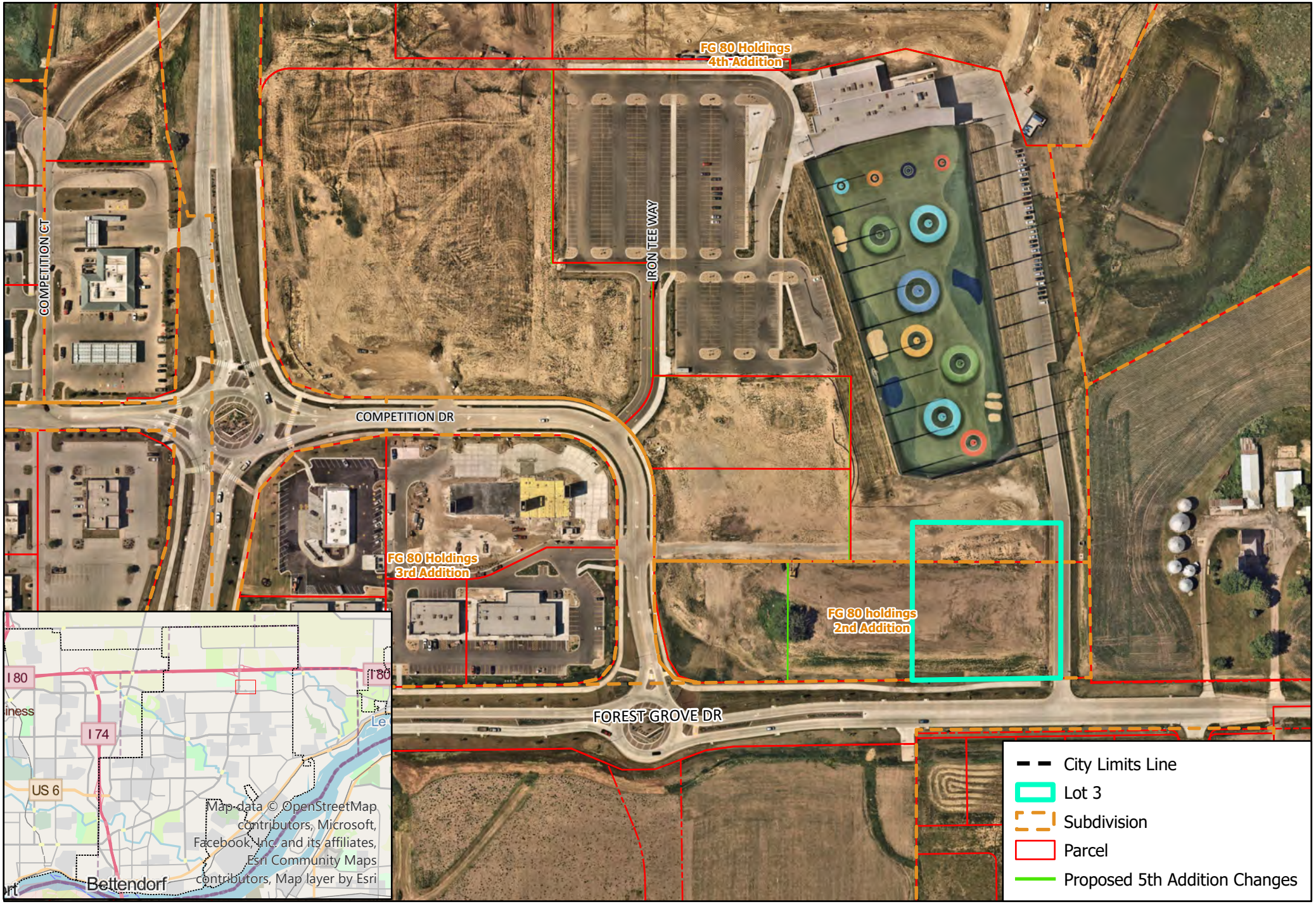
Sheet 1 of 1

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G:\2021\21003795.24\DESIGN\CIVIL\C3D\SURVEY\21003795-24 FG80 5TH FINAL PLAT.DWG

Case No. 24-057: Lot 3, FG 80 Holdings 5th Addition
Site Development Plan: Auto Services, Retail, and Restaurant
Aerial - Attachment D

1 Inch = 306 Feet
Feet
120 240 480 0 720

N



Lot 3, FG 80 Holdings Fifth Site Development Plan - Attachment E

SITE INFORMATION

ZONING DISTRICT: C-3 GENERAL BUSINESS DISTRICT	
SITE LOCATION: LOT 3 FG 80 HOLDINGS 5TH ADDITION, BETTENDORF, IOWA	
TOTAL LOT 3 AREA	82,049 S.F. ±
	1.88 ACRES ±
FRONT YARD REQUIRED	20'
SIDE YARD REQUIRED	NONE
REAR YARD REQUIRED	10'
TOTAL BUILDING AREA	10,700 S.F.
REQUIRED PARKING = 48 SPACES	
PROVIDED = 86 (INCLUDING 4 ADA)	
TOTAL VEHICULAR USE AREA (V.U.A.) = 48,000 S.F. ±	

CONSTRUCTION ACTIVITY DESCRIPTION:
The construction includes 1 proposed building, associated parking lots and utilities.
CONSTRUCTION TYPE:
Type 5-B - not rated, wood and steel frame building

OWNER / SUBDIVIDER
FG 80, LLC
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

ARCHITECT
JOSEPH ARCHITECTURAL
4510 42ND AVENUE
ROCK ISLAND, ILLINOIS 61201
PHONE: 309-786-9920

DEVELOPER
FOCUS REAL ESTATE DEVELOPMENT
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

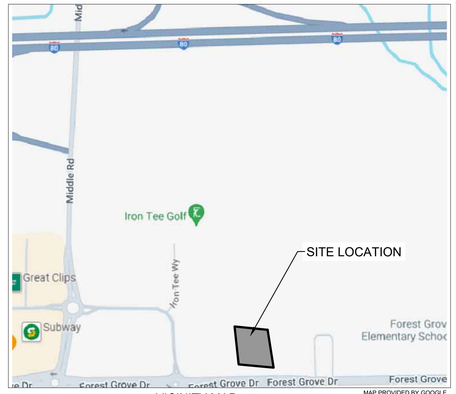
LEGAL DESCRIPTION

LOT NUMBER 3 OF FG 80 HOLDINGS FIFTH ADDITION, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

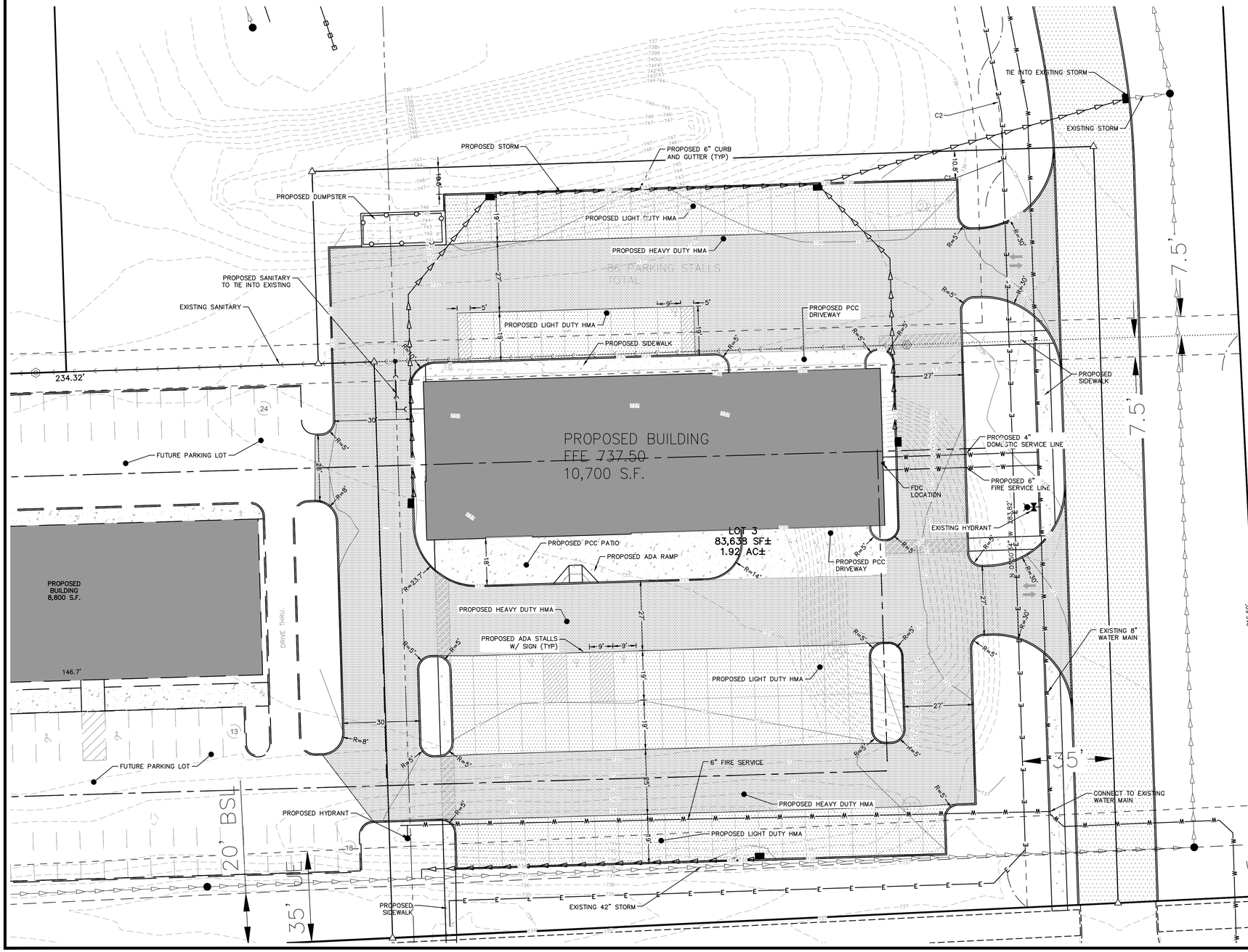
811 Know what's below. Call before you dig.

IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG

20 0 20 40
SCALE: 1" = 20 '



VICINITY MAP
NOT TO SCALE
MAP PROVIDED BY GOOGLE



GENERAL NOTES

1. ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF DESIGN AND SPECIFICATIONS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
2. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND FIELD INVESTIGATION. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
5. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
6. THE CONTRACTOR SHALL EXERCISE PROPER CAUTION TO PROTECT THE EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE.
7. ALL EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING OPERATIONS. THE REMAINING EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS REASONABLY POSSIBLE AFTER GRADING OPERATIONS BEGIN. WHERE THE PRESENCE OF SILT FENCE WILL INTERFERE WITH ACTIVITIES, DIVERSION DITCHES AND SMALL TEMPORARY SEDIMENT TRAPS SHALL BE UTILIZED UNTIL SILT FENCE OR OTHER MEASURES MAY BE INSTALLED AND VEGETATION ESTABLISHED.
8. BUILDING CONSTRUCTION TYPE IS ANTICIPATED TO BE TYPE "II-2" PER THE 2009 INTERNATIONAL BUILDING CODE.
9. SEE ARCHITECTURAL PLANS FOR BUILDING OCCUPANCY TYPE PER THE 2009 INTERNATIONAL BUILDING CODE.
10. THE PROPOSED BUILDING WILL BE EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.

LEGEND

- STORM INLET
- FLARED END SECTION
- SANITARY MANHOLE
- WATER VALVE
- HYDRANT
- SURVEY BOUNDARY
- PROPERTY LINE
- CENTERLINE
- HISTORICAL LINE - AS NOTED
- EASEMENT LINE
- R.O.W. LINE
- SETBACK LINE
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- CONTOUR
- PROPOSED CONTOUR
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER LINE
- PROPOSED STORM SEWER INLET
- PROPOSED FLARED END SECTION
- PROPOSED STORM MANHOLE
- PROPOSED WATER VALVE
- PROPOSED HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- 6"/8" PROPOSED HEAVY HMA PAVEMENT
- 4"/10" PROPOSED LIGHT HMA PAVEMENT
- 6"/6" PROPOSED PCC PAVEMENT

I hereby certify that this plan was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
Zachary S Eggleston — 07/30/2024
Signature — Date

ZACHARY S. EGGLESTON
License No. P27990
My license renewal date is December 31, 2024
Pages or sheets covered by this seal: THIS SHEET

ZACHARY S. EGGLESTON LICENSED PROFESSIONAL ENGINEER P27990 IOWA

No.	REVISIONS DESCRIPTION	DATE
1	CITY REVIEW COMMENTS	08/13/2024

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

FG80 HOLDINGS 5TH ADDITION - LOT 3
BETTENDORF, IA

CITY PLAN

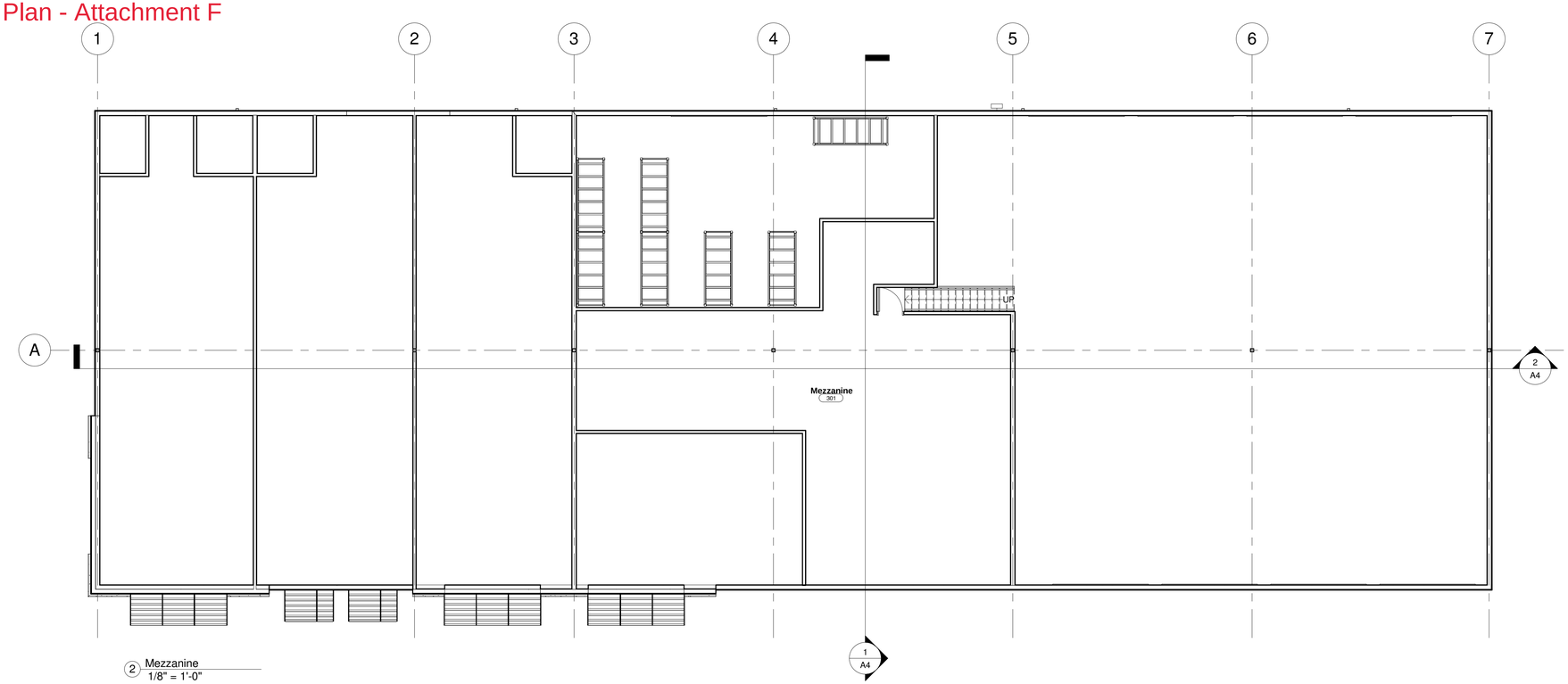
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Drawn By: KCK
Checked By: ZSE
Date: 7/30/2024

C-1

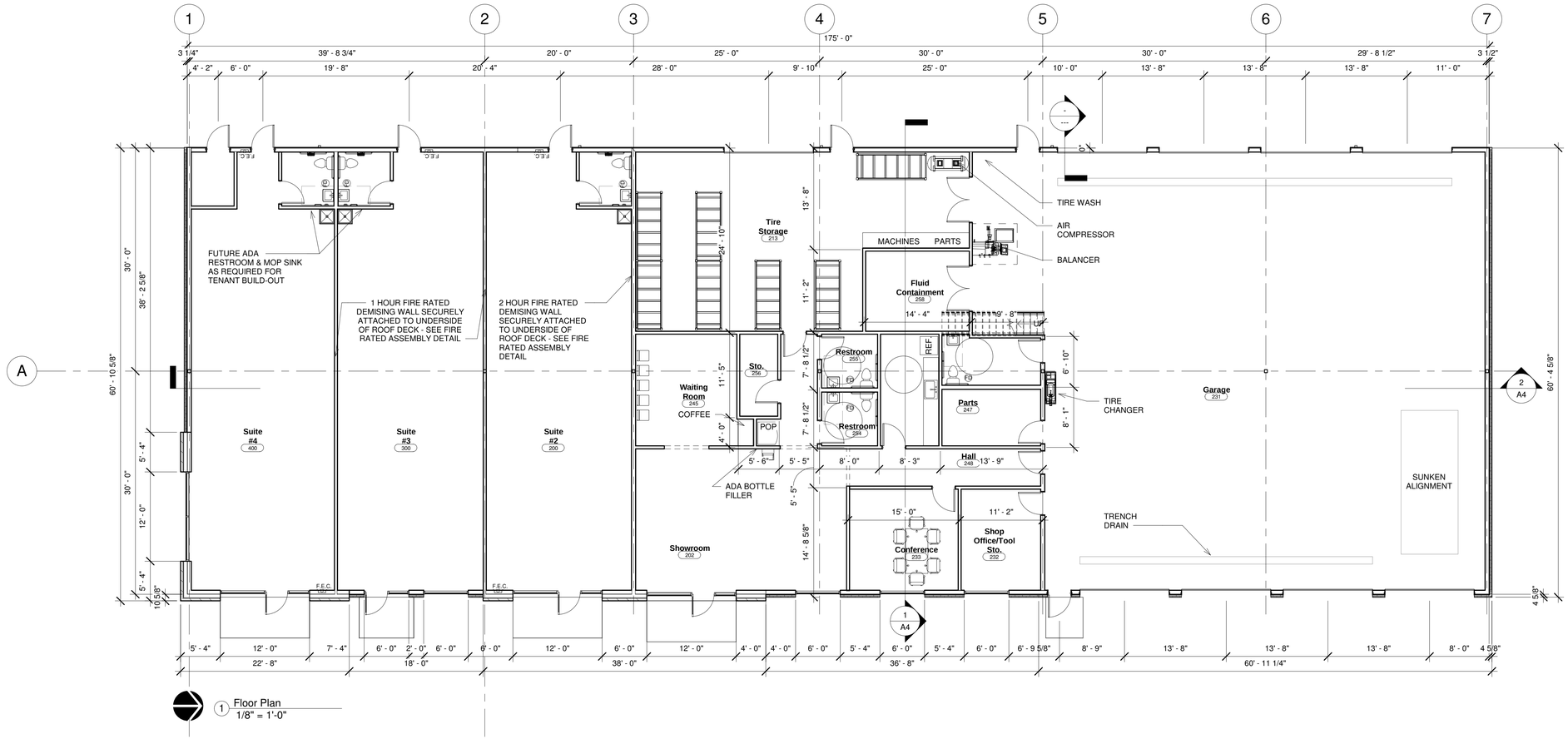
Sheet 1 of 1

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Lot 3, FG 80 Holdings Fifth Addition Floor Plan - Attachment F



2 Mezzanine
1/8" = 1'-0"



1 Floor Plan
1/8" = 1'-0"

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

JOSEPH ARCHITECTURAL GROUP, P.C.

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REVISIONS

1
2
3
4

Preliminary Drawings for:

Bettplex II Retail #5

Iron Tee Way, Bettendorf, Iowa

FOCUS REAL ESTATE DEVELOPMENT

Floor Plan

DATE
21 May 2024

A1

PROJECT NO.
#00624

Landscape:

1. Plant locations to be approved by Landscape Architect before final planting.
2. Mulch all planting areas with a 3" layer of premium shredded hardwood unless noted otherwise. Spade edge on all planting beds adjacent to turf areas.
3. Amend the planting backfill soil for trees and shrubs with compost (1/3 compost & 2/3 existing).
4. Apply a granular pre-emergent (Treflan or equal) to all mulched planting areas as per manufacturer's recommendations.
5. 1-year warranty on trees and shrubs. One-time replacement. Proper care and maintenance are the responsibility of the Owner.

Turf:

1. Fine grade and prepare designated areas for seed.
2. Hydroseed with a QC Type 1 Bluegrass Blend from Stormwater Supply (or equal). Apply at the rate of 10 lbs./1000 sf. Apply starter fertilizer @ 400# per acre. Fiber mulch will be BFM applied at manufactures recommended rate.
3. Watering and care are the responsibility of the Owner.

Landscape Requirements

Property Line	North	South	East	West
Adjacent Zoning	C2	C2	C2	C2
Length	227'	277'	291'	294'
Bufferyard Required				
TF Required	0	0	0	0
Street Yard Landscape				
TF Required	-	5.94	-	-
Vehicular Use Area				
Vehicular Use Area	39,559 SF			
Landscape Area Required	(7%) / 2,769SF			
Parking Spaces Defined	88			
TF Required (1/500 sf)	5.54			

Required	Tree Factors (TF)	Provided
11.48		11.50

Quant.	Plant Name:	Size:
	Canopy Trees:	
2	Armstrong Maple	2" cal.
2	Kindred Spirit Columnar Oak	2" cal.
1	Swamp White Oak	2" cal.
3	Brandywine Maple	2" cal.
1	Coralburst Crabapple	1.75"cal.
1	Autumn Gold Ginkgo	2' cal.
2	Royal Raindrop Crabapple	1.75"cal.
2	Norway Spruce	6' ht.
	Shrubs/Grasses:	
2	'Blue Muffin' Viburnum	5 gal
12	'Green Velvet' Boxwood	5 gal
16	Gro-Low Sumac	5 gal
26	Karl Foerster Grass	5 gal
1	Dwf. Korean Lilac	5 gal
3	Dwf. Burningbush	5 gal
5	Magic Carpet Spirea	5 gal
5	Summerwine Ninebark	5 gal
15	Blackeyed Susan	1 gal
28	Walker's Low Catmint	1 gal
20	'Stella de Oro' Daylily	1 gal



811 Know what's below. Call before you dig.

20 0 20 40
SCALE: 1" = 20 '

REVISIONS

No.	DESCRIPTION	DATE

IMEG
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722
Ph: 563.344.6280
www.imegcorp.com

FG80 - BUILDING 5
BETTENDORF, IA

LANDSCAPE PLAN

TOM P. WILKERSON
REGISTERED LANDSCAPE ARCHITECT
IOWA #004102

GREENSPACE ASSOCIATES
6749 VALLEY DR. BETTENDORF, IOWA 52722
563-355-8148 563-355-8115 fax
Tom@greenspaceassociates.com
LANDSCAPE & IRRIGATION DESIGN, INSTALLATION & MAINTENANCE

IMEG Project No: 21003795.23
File Name:

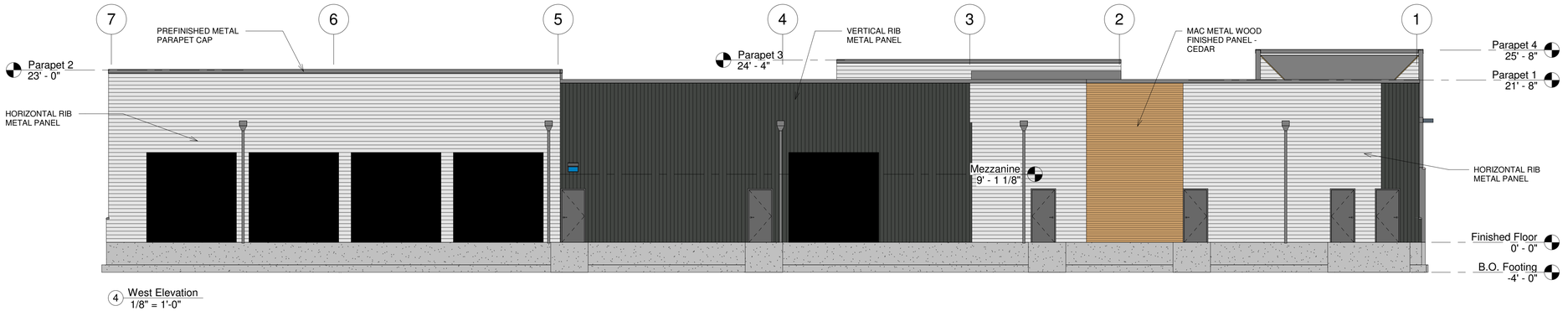
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Checked By:
Date: 7/29/24

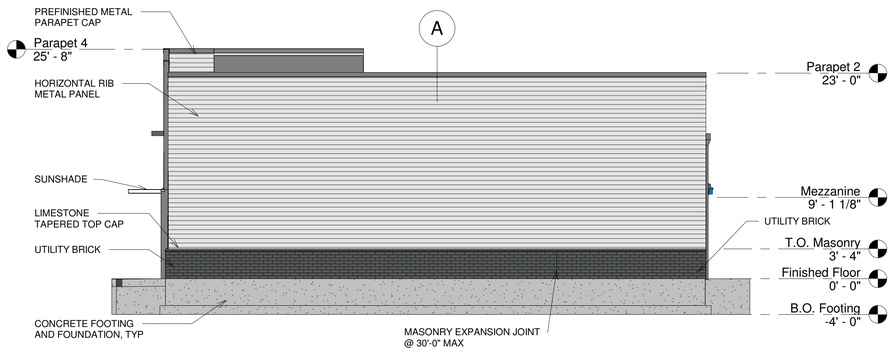
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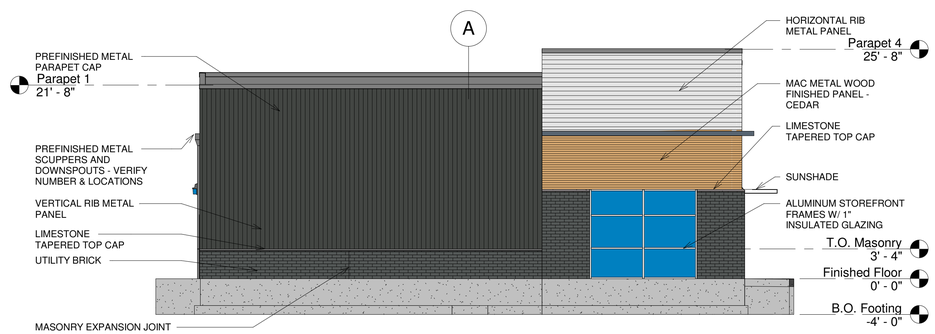
Lot 3, FG 80 Holdings Fifth Addition Elevations - Attachment H



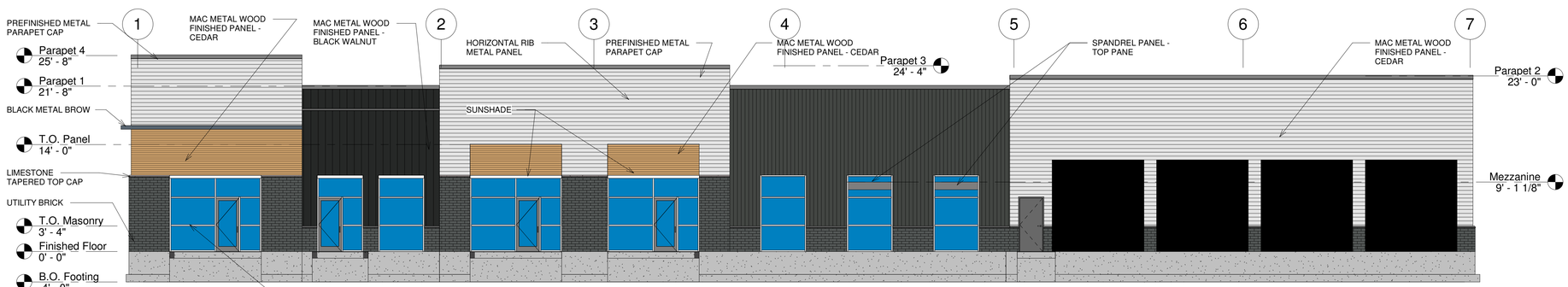
4 West Elevation
1/8" = 1'-0"



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



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



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

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

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REVISIONS
1 2 3 4

Preliminary Drawings for:

Bettplex II Retail #5

Iron Tee Way, Bettendorf, Iowa

FOCUS REAL ESTATE DEVELOPMENT

Elevations

DATE
21 May 2024

A3

PROJECT NO.
#00624

August 28, 2024

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 (replat) of FG 80 Holdings Fifth Addition, submitted by Middle & Forest Grove, LLC. (Case 24-056)

Planning and Zoning Commission's decision on a site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition, submitted by Kevin Koellner for Focus Real Estate Development. (Case 24-057)

Honorable Mayor and Members of the City Council:

On August 21, 2024, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named final plat and site development plan requests.

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 24-056; Final Plat of FG 80 Holdings Fifth Addition, submitted by Middle & Forest Grove, LLC. (Staff: Beswick)

9. Case 24-057; Site Development Plan for proposed Lot 2, FG 80 Holdings Fifth Addition, submitted by Kevin Koellner for Focus Real Estate Development. (Staff: Beswick)

Beswick reviewed the staff report.

Wennlund commented that the floor plan shows tire storage and asked if the waste tires and other recyclable materials would be stored outside or in a trailer pending pickup. Beswick stated he does not know the specific business name, adding that there is no identified location for that. Wennlund asked if used car sales would be allowed on the site. Hunt stated that sale of cars would be not allowed as it is a separate use. He added that he would speak with the developer to clarify and resolve some of the questions raised prior to the City Council meeting.

> On motion by Kappeler, second by Satterfield, that the final plat of FG 80 Holdings Fifth 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 proposed Lot 3, FG 80 Holdings Fifth Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Mark Hunt, Community Development Director

Item Title
Resolution approving a site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition, submitted by Kevin Koellner for Focus Real Estate Development. (Case 24-057)

Explanation
Kevin Koellner has submitted a site development plan for a building to be located on Lot 3 of the proposed subdivision FG 80 Holdings Fifth Addition. The developer proposes a 10,700 square foot commercial building containing 3,600 square feet of retail or restaurant and the remainder for automotive service use. As a note, a plat named FG 80 Holdings Fifth Addition and a similar site development plan was previously approved in a different location. The plat was never recorded, and the project location has changed.

The proposed uses are permitted in the C-3 District, and all C-3 zoning bulk standards are met. Most of the floor area for the building is reserved for the automotive service use, while three demised units are reserved for retail and/or restaurant. One dumpster enclosure is located in the northwest corner of the development which will also be used for disposal of recyclable materials which will be picked up twice per week. The dumpster is shown with screening and has sufficient access for trucks.

The Planning and Zoning Commission made a recommendation for approval of the site development plan at their August 21, 2024 meeting subject to clarification of the plans for storage of recyclable materials generated by the auto service use and the prohibition of car sales on the site. As noted, recyclable materials will be placed in the dumpster enclosure on site.

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. _____ - 24

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR PROPOSED LOT 3, FG 80 HOLDINGS FIFTH ADDITION

WHEREAS, Kevin Koellner of Focus Real Estate Development has submitted a site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition subject to the following condition:

1. No auto sales will be permitted on the site.
2. No outdoor display of tires will be permitted on the site.

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 2024.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: Planning and Zoning Commission
Author: Taylor Beswick
Department: Community Development
Date: August 16, 2024

Case No.:	24-056 and 24-057
Request:	Final Plat (replat) – FG 80 Holdings Fifth Addition Site Development Plan – Commercial (automotive services, retail, and restaurant)
Location:	South of Iron Tee Golf range
Applicant:	Kevin Koellner DBA Focus Real Estate Development
Current Zoning:	C-3, General Business District
Future Land Use:	CC, Community Commercial
Proposed Use:	Subdivision of Lot 1, FG 80 Holdings Second Addition & Lot 3, FG 80 Holdings Fourth Addition. One building containing 10,700 square feet and associated parking (86 spaces). Proposed uses are automotive services, retail, and restaurant.

Background Information & Facts

Kevin Koellner has submitted a final plat (replat) named FG 80 Holdings Fifth Addition located north of Forest Grove Drive and east of Middle Road (see Final Plat Aerial Map - Attachment A). The property is designated as CC, Community Commercial on the Future Land Use Map and is located in the C-3, General Business Zoning District (see Future Land Use & Zoning Map - Attachment B). The property contained in the proposed plat subdivides Lot 1 of FG 80 Holdings Second Addition and a portion of Lot 3, FG 80 Holdings Fourth Addition into four lots (see FG 80 Holdings Fifth Addition - Attachment C). Kevin Koellner has also submitted a site development plan for a building to be located on Lot 3 of the proposed subdivision (see Site Development Plan Aerial Map - Attachment D and Site Development Plan – Attachment E). The developer proposes a 10,700 square foot commercial building containing 3,600 square feet of retail or restaurant and the remainder for automotive service use. As a note, a plat named FG 80 Holdings Fifth Addition and a similar site development plan was previously approved in a different location. The plat was never recorded, and the project location has changed.

Final Plat (24-056)

Future Land Use and Comprehensive Plan

The plat shows commercial lots of roughly 1 acre in size with the exception of the Iron Tee Golf complex lot. Proposed uses include commercial retail, restaurants, and service establishments. The Future Land Use designation, current zoning, and proposed uses are compliant and compatible.

Lot Configuration

The proposed plat contains a total of four lots, three of which are roughly equal in size and one large lot containing the Iron Tee Golf complex. Each lot meets the bulk standards for the C-3 District.

Thoroughfare Plan & Access

An access easement is shown on the plat which provides direct access to Lot 3 via Forest Grove Drive. Lot 1 is accessed via a shared curb cut with the lot to the north onto Competition Drive. Lot 2 has a blanket access easement onto Lot 1 and Lot 3. No lots will have direct access to Forest Grove Drive. All roadways and parking areas are private, and maintenance is the responsibility of the owner.

Stormwater & Utilities

All stormwater detention is provided by off-site, regional detention areas. Dedication of stormwater detention lots are not required in this subdivision.

Site Development Plan (24-057)

Zoning Compliance

The proposed uses are classified as retail, restaurant, and automotive service which is permitted in the C-3 District. All C-3 zoning bulk standards are met, including the building setback of 20 feet for the proposed development.

Access & Off-Street Parking

Two vehicular accesses are shown via two curb cuts onto the private drive, one northeast of the structure and one southeast of the structure. Interior vehicular turning movements meet design requirements. Drive-through garage door stalls are located on the east end of the proposed structure for automotive services.

The site plan shows a total of 86 parking stalls, including 4 ADA spaces. Most of the floor area for the building is reserved for the automotive service use, while three demised units are reserved for retail and/or restaurant (see Lot 3, FG 80 Holdings Fifth Addition Floor Plan – Attachment F). Given the proposed parking on-site and a shared parking agreement across all lots in the subdivision, staff contends off-street parking will be sufficient for the development.

Pedestrian Access

Pedestrian access is proposed via a sidewalk connection to the existing Forest Grove Drive bike/ped trail and a connection to a proposed sidewalk on the west side of the private access drive. The sidewalk along the private access drive will terminate at the north parking lot curb cut.

Landscaping

The proposed landscape plan shows a total of 11.5 tree factors located primarily in the streetscape buffer area of Forest Grove Drive and the unnamed private drive for the development which meets code requirements (see Attachment G – Landscape Plan).

Stormwater Detention, Utility Connections, and Refuse

Stormwater detention is provided offsite in a regional pond. All stormwater calculations for the development have been reviewed, and the off-site detention has sufficient capacity. The utilities have been reviewed by staff and are deemed sufficient for the proposed construction. One dumpster is located in the northwest corner of the development. The dumpster is shown with screening and has sufficient access for trucks.

Character

The development is not located within an overlay zoning district within the City so no specific design characteristics are required. Staff contends the proposed elevation drawings are consistent with the surrounding architectural theme existing in surrounding developments (see Elevations – Attachment H).

Staff Recommendation

Staff contends the proposed plat meets subdivision standards and code requirements. Staff recommends approval of Case 24-056, final plat (replat) of FG 80 Holdings Fifth Addition.

Staff contends the proposed development meets site development standards and code requirements. Staff recommends approval of Case 24-057, site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition.

Respectfully submitted,

Taylor Beswick
Senior City Planner

SITE INFORMATION

ZONING DISTRICT: C-3 GENERAL BUSINESS DISTRICT	
SITE LOCATION: LOT 3 FG 80 HOLDINGS 5TH ADDITION, BETTENDORF, IOWA	
TOTAL LOT 3 AREA	82,049 S.F. ±
	1.88 ACRES ±
FRONT YARD REQUIRED	20'
SIDE YARD REQUIRED	NONE
REAR YARD REQUIRED	10'
TOTAL BUILDING AREA	10,700 S.F.
REQUIRED PARKING = 48 SPACES	
PROVIDED = 86 (INCLUDING 4 ADA)	
TOTAL VEHICULAR USE AREA (V.U.A.) = 48,000 S.F. ±	

CONSTRUCTION ACTIVITY DESCRIPTION:
The construction includes 1 proposed building, associated parking lots and utilities.
CONSTRUCTION TYPE:
Type 5-B - not rated, wood and steel frame building

OWNER / SUBDIVIDER
FG 80, LLC
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

ARCHITECT
JOSEPH ARCHITECTURAL
4510 42ND AVENUE
ROCK ISLAND, ILLINOIS 61201
PHONE: 309-786-9920

DEVELOPER
FOCUS REAL ESTATE DEVELOPMENT
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

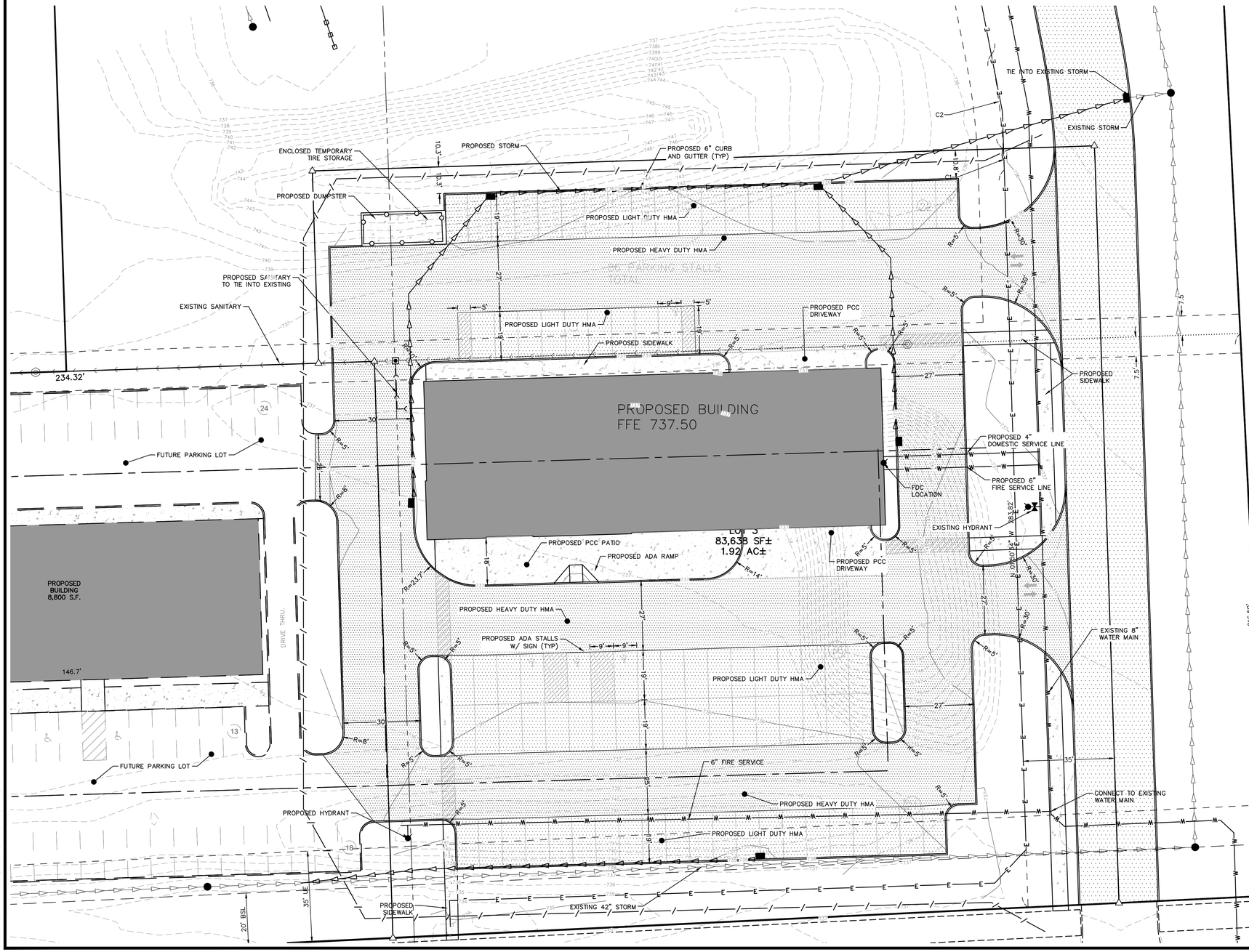
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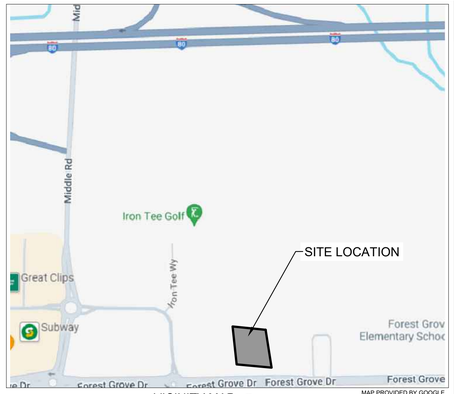
LOT NUMBER 3 OF FG 80 HOLDINGS FIFTH ADDITION, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

811 Know what's below. Call before you dig.

IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG

20 0 20 40
SCALE: 1" = 20 '





VICINITY MAP
NOT TO SCALE
MAP PROVIDED BY GOOGLE

GENERAL NOTES

1. ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF DESIGN AND SPECIFICATIONS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
2. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND FIELD INVESTIGATION. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
5. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
6. THE CONTRACTOR SHALL EXERCISE PROPER CAUTION TO PROTECT THE EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE.
7. ALL EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING OPERATIONS. THE REMAINING EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS REASONABLY POSSIBLE AFTER GRADING OPERATIONS BEGIN. WHERE THE PRESENCE OF SILT FENCE WILL INTERFERE WITH ACTIVITIES, DIVERSION DITCHES AND SMALL TEMPORARY SEDIMENT TRAPS SHALL BE UTILIZED UNTIL SILT FENCE OR OTHER MEASURES MAY BE INSTALLED AND VEGETATION ESTABLISHED.
8. BUILDING CONSTRUCTION TYPE IS ANTICIPATED TO BE TYPE "II-2" PER THE 2009 INTERNATIONAL BUILDING CODE.
9. SEE ARCHITECTURAL PLANS FOR BUILDING OCCUPANCY TYPE PER THE 2009 INTERNATIONAL BUILDING CODE.
10. THE PROPOSED BUILDING WILL BE EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.

LEGEND

- STORM INLET
- FLARED END SECTION
- SANITARY MANHOLE
- WATER VALVE
- HYDRANT
- SURVEY BOUNDARY
- PROPERTY LINE
- CENTERLINE
- HISTORICAL LINE - AS NOTED
- EASEMENT LINE
- R.O.W. LINE
- SETBACK LINE
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- CONTOUR
- PROPOSED CONTOUR
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER LINE
- PROPOSED STORM SEWER INLET
- PROPOSED FLARED END SECTION
- PROPOSED STORM MANHOLE
- PROPOSED WATER VALVE
- PROPOSED HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- 6"/8" PROPOSED HEAVY HMA PAVEMENT
- 4"/10" PROPOSED LIGHT HMA PAVEMENT
- 6"/6" PROPOSED PCC PAVEMENT

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

Zachary S Eggleston — 07/30/2024
Signature — Date

ZACHARY S. EGGLESTON
License No. P27990
My license renewal date is December 31, 2024
Pages or sheets covered by this seal: THIS SHEET

No.	DESCRIPTION	DATE
1	CITY REVIEW COMMENTS	08/13/2024
2	P&Z MEETING REVIEW COMMENTS	08/27/2024

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

FG80 HOLDINGS 5TH ADDITION - LOT 3
BETTENDORF, IA

CITY PLAN

IMEG Project No: 21003795.23
File Name: 21003795.23 GRADING PLAN.dwg
© COPYRIGHT 2024 ALL RIGHTS RESERVED
Field Book No: ####
Drawn By: KCK
Checked By: ZSE
Date: 7/30/2024

C-1

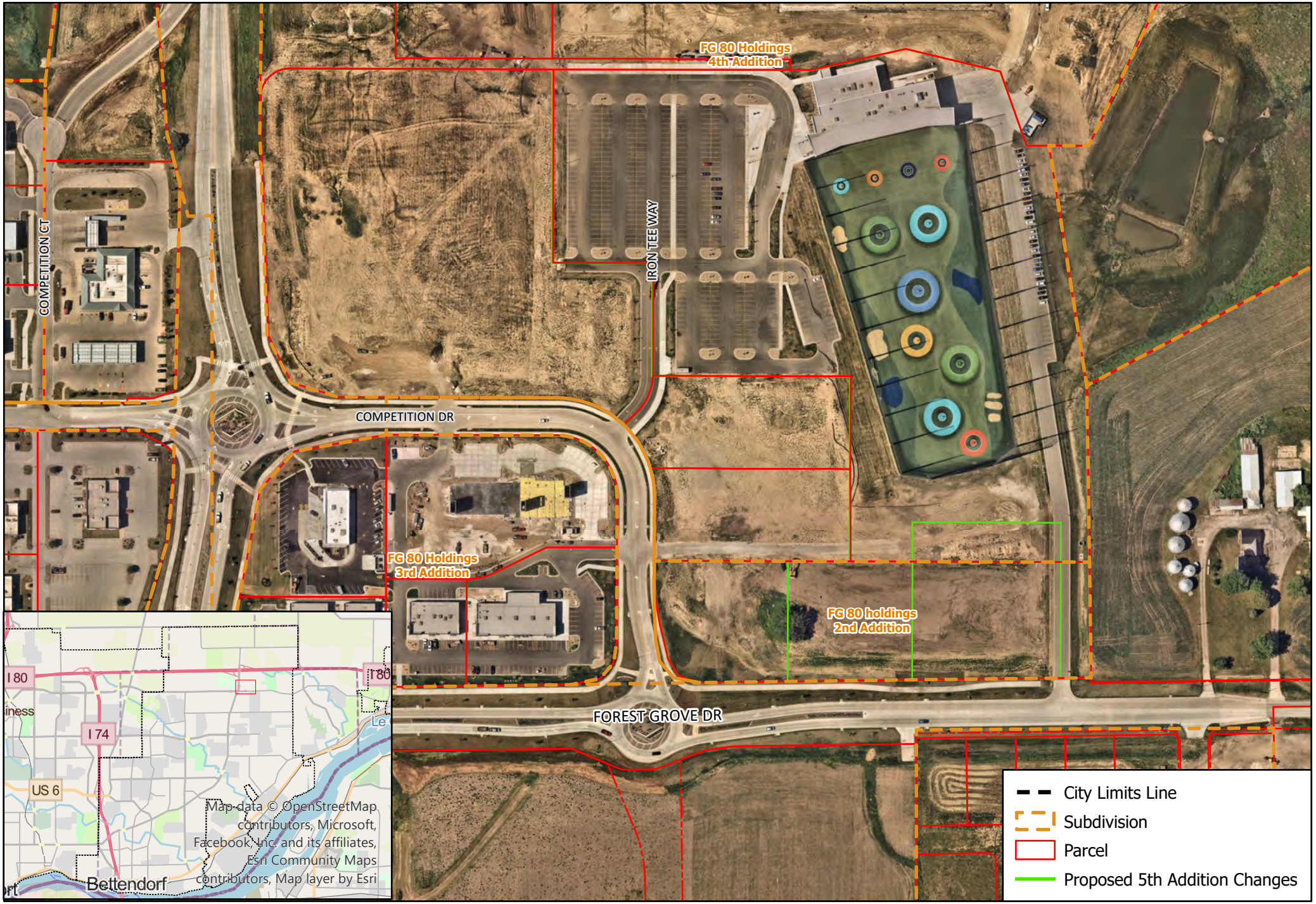
Sheet 1 of 1

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Case No. 24-056: FG 80 Holdings 5th Addition
Final Plat
Aerial - Attachment A

1 Inch = 306 Feet
Feet
0 120 240 480 720

N

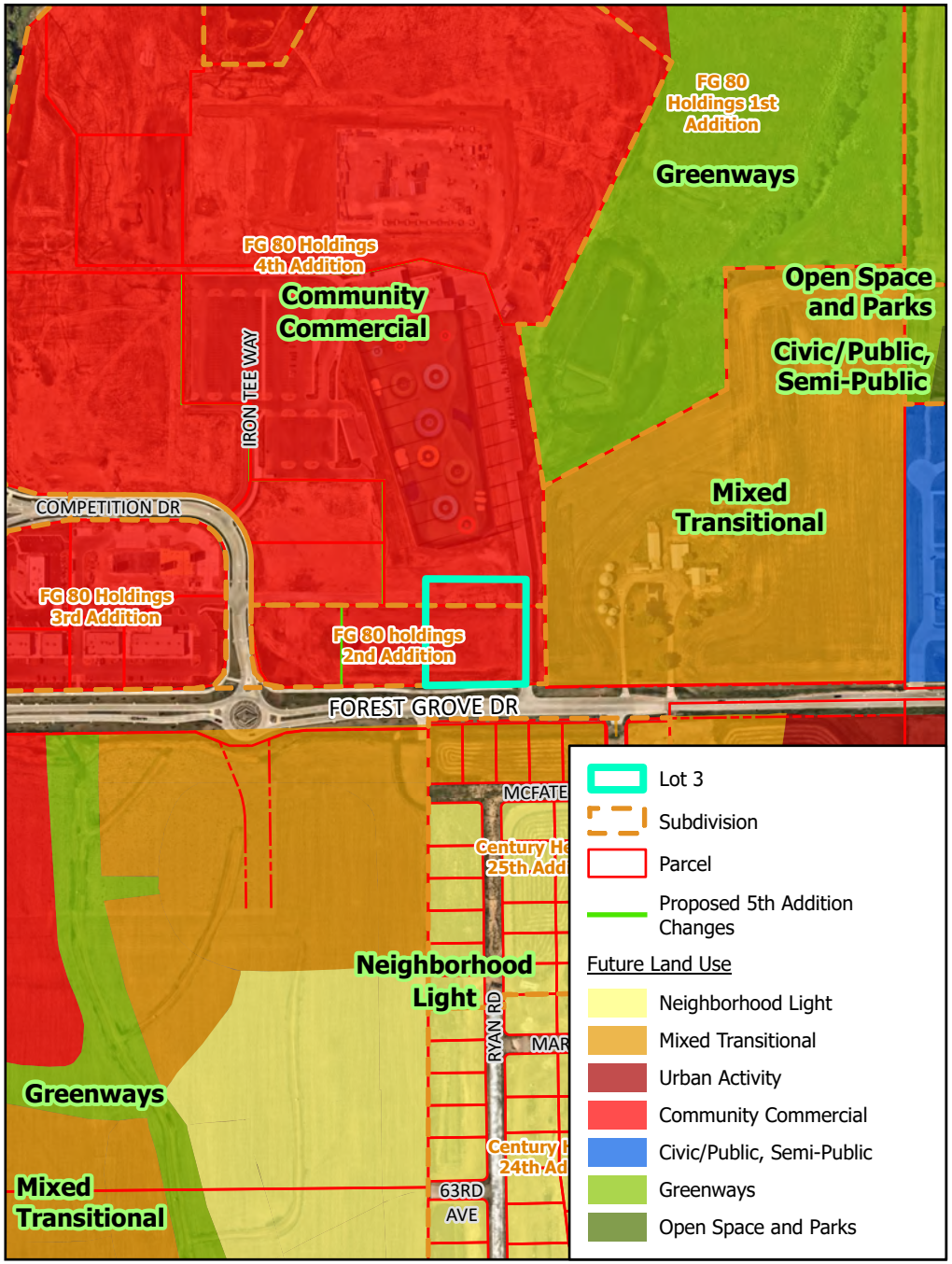


Case No. 24-056, -057: FG 80 Holdings 5th Addition
Final Plat & Site Development Plan
Current Future Land Use & Zoning - Attachment B

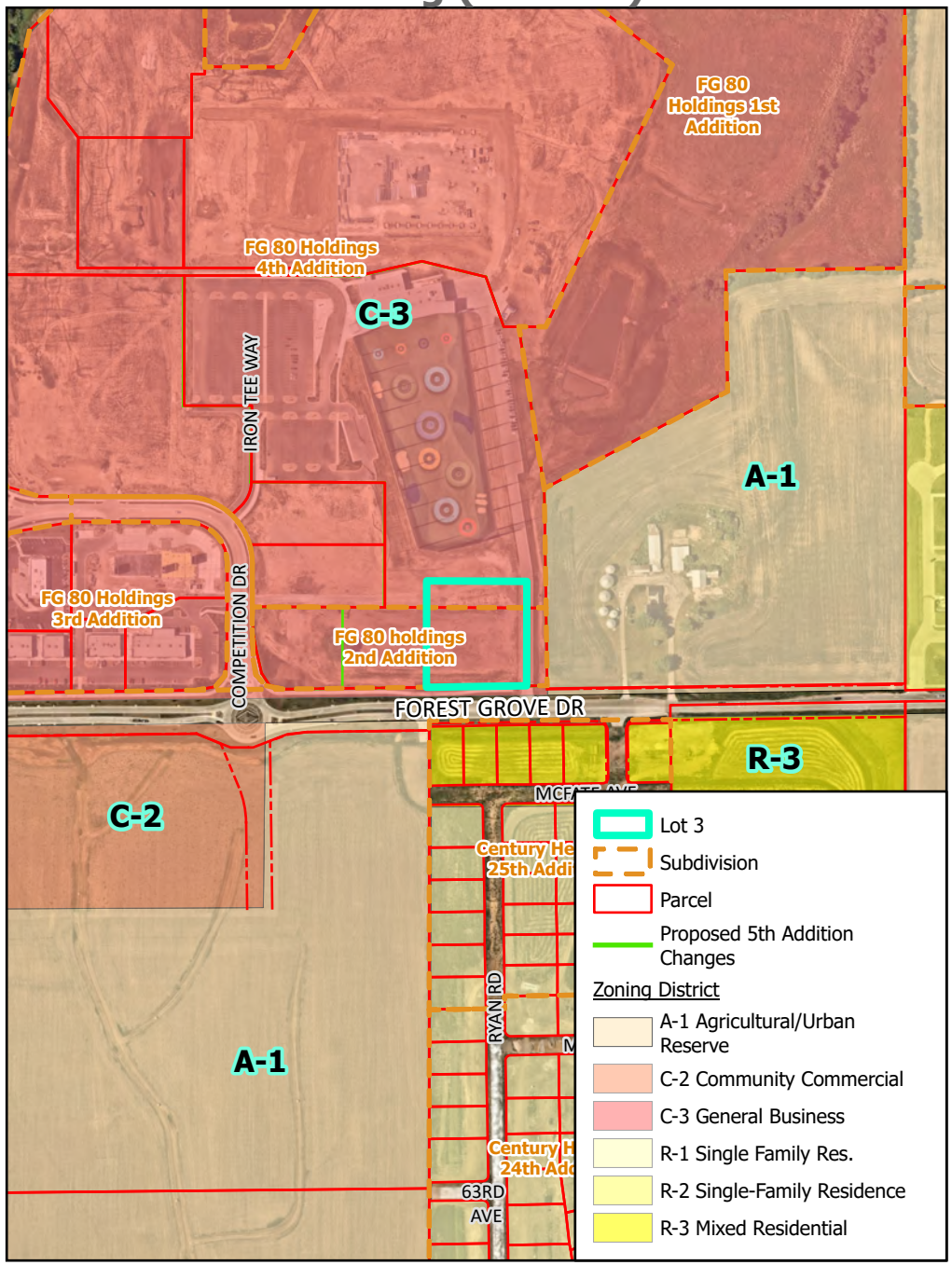
1 Inch = 667 Feet
0 185 370 740 Feet

N

Future Land Use



Zoning (Current)



DRAFT
08-13-2024

FINAL PLAT
FOR
FG 80 HOLDINGS FIFTH ADDITION

A RE-PLAT OF LOT 1 IN FG 80 HOLDINGS SECOND ADDITION,
AND LOT 3 IN FG 80 HOLDINGS FOURTH ADDITION,
IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1,
AND IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2,
ALL IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

OWNER / SUBDIVIDER
MIDDLE & FOREST GROVE, LLC
KEVIN KOELLNER
1805 STATE STREET SUITE 101
BETTENDORF, IOWA 52722
PHONE: (563) 355-2022

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

100 50 0 100 200
SCALE: 1" = 100'

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	53,661 SF±	1.23 AC±
LOT 2	52,435 SF±	1.20 AC±
LOT 3	83,638 SF±	1.92 AC±
LOT 4	655,122 SF±	15.04 AC±
TOTAL AREA	844,857 SF±	19.40 AC±

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 73°57'05" W	39.88'	L13	N 75°09'26" E	58.88'
L2	N 34°42'09" W	38.44'	L14	S 78°30'48" E	65.16'
L3	N 15°21'06" W	67.62'	L15	S 27°28'42" E	106.69'
L4	N 11°58'28" W	46.66'	L16	N 37°32'19" E	6.54'
L5	N 05°13'12" W	46.66'	L17	N 21°42'03" W	20.00'
L6	N 01°50'34" W	25.46'	L18	N 78°30'48" W	33.72'
L7	N 27°28'42" W	72.70'	L19	N 78°30'48" W	49.60'
L8	N 74°04'46" W	35.10'	L20	N 27°28'42" W	29.62'
L9	S 88°56'36" W	89.65'	L21	S 75°09'26" W	51.92'
L10	N 35°38'49" W	43.80'	L22	N 78°30'48" W	34.93'
L11	N 75°09'26" E	37.44'	L23	S 75°09'26" W	33.46'
L12	S 35°38'49" E	16.57'	L24	S 75°09'26" W	58.84'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	8.14'	280.50'	N 02°40'29" W	8.14'
C2	36.47'	280.50'	N 07°13'51" W	36.44'
C3	53.76'	185.00'	N 10°10'06" W	53.57'
C4	96.89'	185.00'	N 33°29'54" W	95.79'
C5	139.94'	185.00'	N 70°10'22" W	136.63'

LEGEND

- ▲ REBAR WITH CAP #_____, FOUND
- △ 5/8" REBAR WITH CAP #13581, SET
- ⊙ P.K. NAIL, SET
- ● REBAR, FOUND
- X CHISELED "X" IN CONCRETE, FOUND
- Ⓟ WOODEN FENCE POST
- 100.00' MEASURED DIMENSION
- (100.00') RECORDED DIMENSION
- SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- EXISTING R.O.W. LINE
- EXISTING SETBACK LINE
- EXISTING ACCESS & UTILITY EASEMENT

ABBREVIATIONS

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

GENERAL NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Middle & I-80 LLC.

It should be noted that in the performance of this re-survey, the courses and distances of the re-survey may vary from recorded calls, based on the existence of found monumentation, occupation, or other controlling calls or conditions that have occurred in the re-survey of this property.

This property is subject to any and all easements and roadways of record.

No investigation concerning environmental and subsurface conditions, or for the existence of underground containers, structures or facilities which may affect the use or development of this property was made as a part of this survey.

No investigation was made as a part of this survey to determine or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal facilities, except as noted. Call Iowa One-Call at 1-800-292-8989 for information regarding these utilities or facilities.

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0377G with an Effective Date March 23, 2021.

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

All monuments have been found or are set as shown on this plat.

Plat notes establish requirements for how a subdivision will develop. However, the city reserves the right in its sole discretion to alter or amend any plat note, or to sell or vacate any right of way or utility dedicated within the plat. Further the city reserves the right upon request of the owner to relocate any easement, alter lot boundaries or allow ground to be replatted.

Blanket underground easements granted for all primary and secondary electric cables, pad mounted transformers, electric transformers, primary cable, gas service, water service, sewer laterals, telephone service and cable T.V. to individual structures and street lights.

Blanket easement granted for access across Lots 1, 2 & 3.

Lots 1, 2 & 3 are not allowed direct access to Forest Grove Drive, except via the existing Access & Utility Easement at the east end of Lots 3 & 4.

Easements designated as "Utility Easements" include all utilities that are provided either by the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf, including sewer and water.

Lots "B" in FG 80 First Addition is reserved for stormwater detention. A Pedestrian / Bike Path blanket easement is also granted for all of Lot "C" in FG 80 Fourth Addition.

MID AMERICAN ENERGY CO.
BY _____
DATE _____

MEDIACOM
BY _____
DATE _____

CENTURYLINK
BY _____
DATE _____

IOWA - AMERICAN WATER CO.
BY _____
DATE _____

METRONET
BY _____
DATE _____

CITY OF BETTENDORF
BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING
BY _____
DATE _____

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

DRAFT
08-13-2024
Daryl A. Brickner, PLS No. 13581 Date
My license renewal date is December 31, 2025
No. of sheets covered by this seal: ___

REVISIONS

No.	DESCRIPTION	DATE
1	REVISED PER CITY REVIEW COMMENTS	8/13/2024

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

FG 80 HOLDINGS FIFTH ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.24
File Name: 21003795-24 FG80 5th Final Plat.dwg
© COPYRIGHT 2024
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: JPJ
Date: 6/21/2024

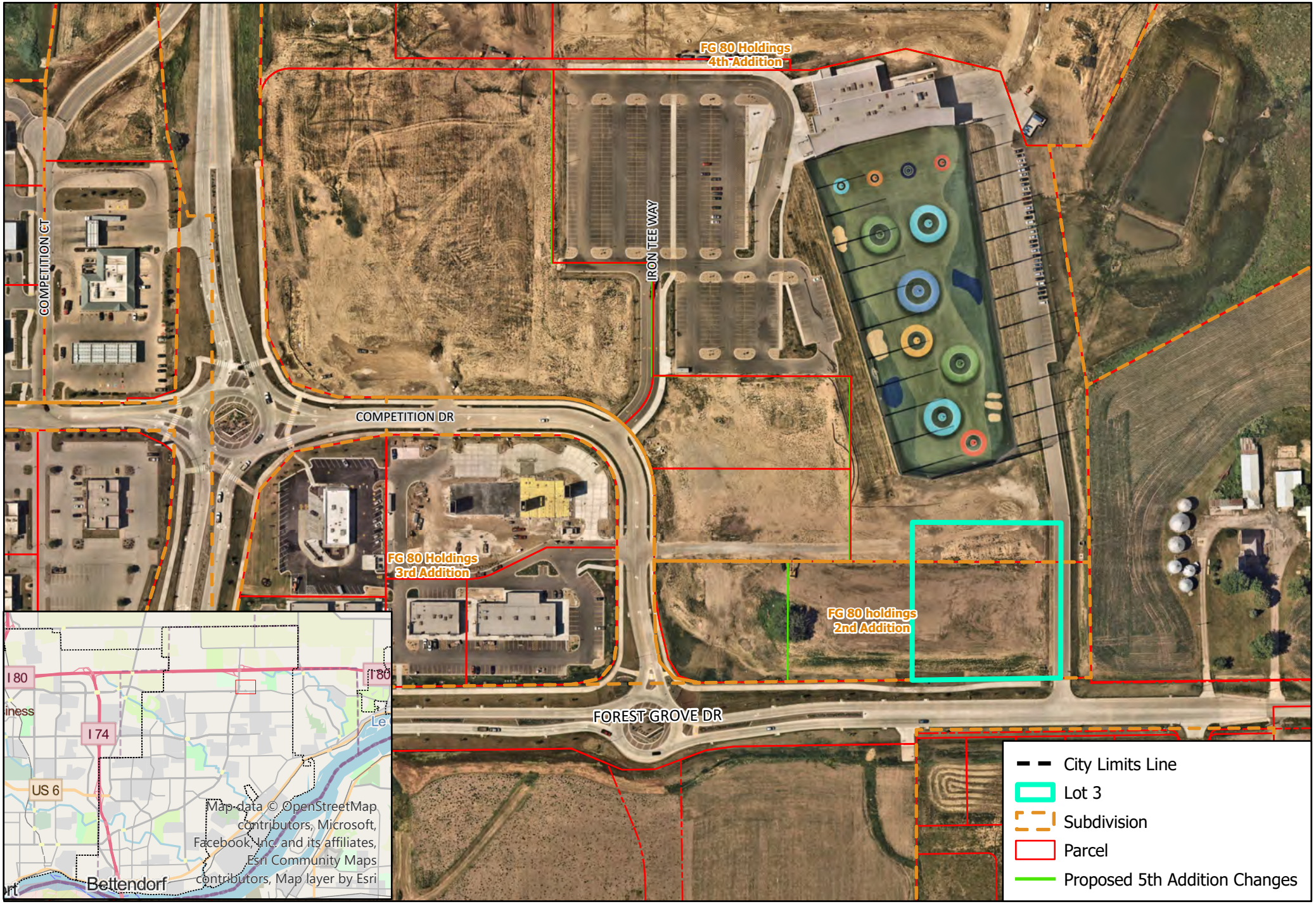
Sheet 1 of 1

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Case No. 24-057: Lot 3, FG 80 Holdings 5th Addition
Site Development Plan: Auto Services, Retail, and Restaurant
Aerial - Attachment D

1 Inch = 306 Feet
Feet
120 240 480 0 720

N



Lot 3, FG 80 Holdings Fifth Site Development Plan - Attachment E

SITE INFORMATION

ZONING DISTRICT: C-3 GENERAL BUSINESS DISTRICT	
SITE LOCATION: LOT 3 FG 80 HOLDINGS 5TH ADDITION, BETTENDORF, IOWA	
TOTAL LOT 3 AREA	82,049 S.F. ±
	1.88 ACRES ±
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SIDE YARD REQUIRED	NONE
REAR YARD REQUIRED	10'
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REQUIRED PARKING = 48 SPACES	
PROVIDED = 86 (INCLUDING 4 ADA)	
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CONSTRUCTION TYPE:
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OWNER / SUBDIVIDER
FG 80, LLC
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

ARCHITECT
JOSEPH ARCHITECTURAL
4510 42ND AVENUE
ROCK ISLAND, ILLINOIS 61201
PHONE: 309-786-9920

DEVELOPER
FOCUS REAL ESTATE DEVELOPMENT
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

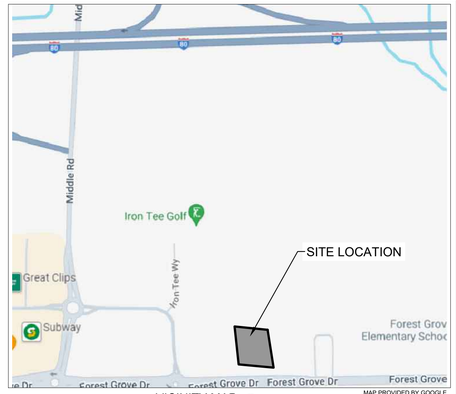
LEGAL DESCRIPTION

LOT NUMBER 3 OF FG 80 HOLDINGS FIFTH ADDITION, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

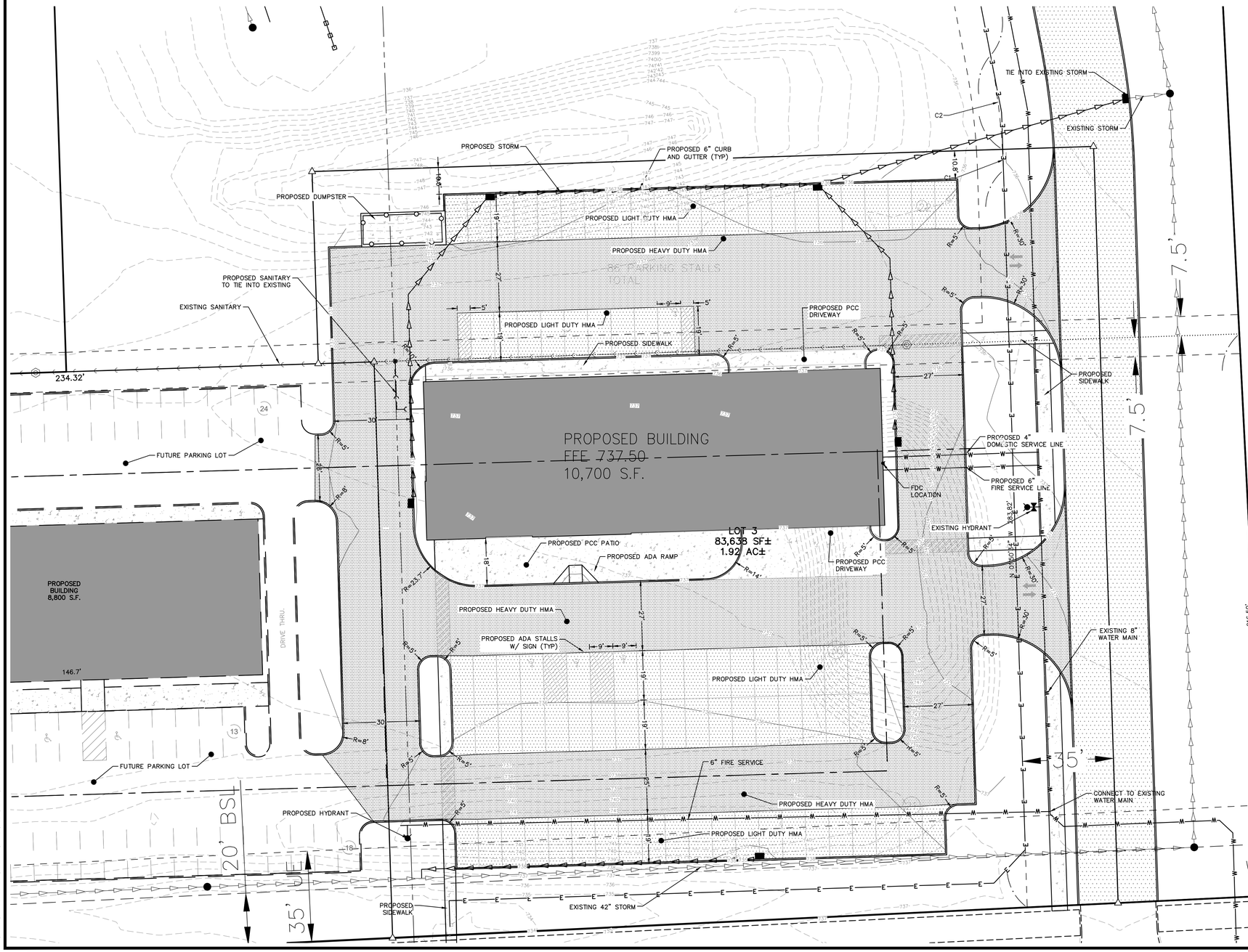
811 Know what's below. Call before you dig.

IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG

20 0 20 40
SCALE: 1" = 20 '



VICINITY MAP
NOT TO SCALE
MAP PROVIDED BY GOOGLE



GENERAL NOTES

1. ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF DESIGN AND SPECIFICATIONS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
2. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND FIELD INVESTIGATION. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
5. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
6. THE CONTRACTOR SHALL EXERCISE PROPER CAUTION TO PROTECT THE EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE.
7. ALL EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING OPERATIONS. THE REMAINING EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS REASONABLY POSSIBLE AFTER GRADING OPERATIONS BEGIN. WHERE THE PRESENCE OF SILT FENCE WILL INTERFERE WITH ACTIVITIES, DIVERSION DITCHES AND SMALL TEMPORARY SEDIMENT TRAPS SHALL BE UTILIZED UNTIL SILT FENCE OR OTHER MEASURES MAY BE INSTALLED AND VEGETATION ESTABLISHED.
8. BUILDING CONSTRUCTION TYPE IS ANTICIPATED TO BE TYPE "II-2" PER THE 2009 INTERNATIONAL BUILDING CODE.
9. SEE ARCHITECTURAL PLANS FOR BUILDING OCCUPANCY TYPE PER THE 2009 INTERNATIONAL BUILDING CODE.
10. THE PROPOSED BUILDING WILL BE EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.

LEGEND

- STORM INLET
- FLARED END SECTION
- SANITARY MANHOLE
- WATER VALVE
- HYDRANT
- SURVEY BOUNDARY
- PROPERTY LINE
- CENTERLINE
- HISTORICAL LINE - AS NOTED
- EASEMENT LINE
- R.O.W. LINE
- SETBACK LINE
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- CONTOUR
- PROPOSED CONTOUR
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER LINE
- PROPOSED STORM SEWER INLET
- PROPOSED FLARED END SECTION
- PROPOSED STORM MANHOLE
- PROPOSED WATER VALVE
- PROPOSED HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- 6"/8" PROPOSED HEAVY HMA PAVEMENT
- 4"/10" PROPOSED LIGHT HMA PAVEMENT
- 6"/6" PROPOSED PCC PAVEMENT

I hereby certify that this plan was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
Zachary S Eggleston — 07/30/2024
Signature — Date

ZACHARY S. EGGLESTON
License No. P27990
My license renewal date is December 31, 2024
Pages or sheets covered by this seal: THIS SHEET

ZACHARY S. EGGLESTON LICENSED PROFESSIONAL ENGINEER P27990 IOWA

No.	REVISIONS DESCRIPTION	DATE
1	CITY REVIEW COMMENTS	08/13/2024

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

FG80 HOLDINGS 5TH ADDITION - LOT 3
BETTENDORF, IA

CITY PLAN

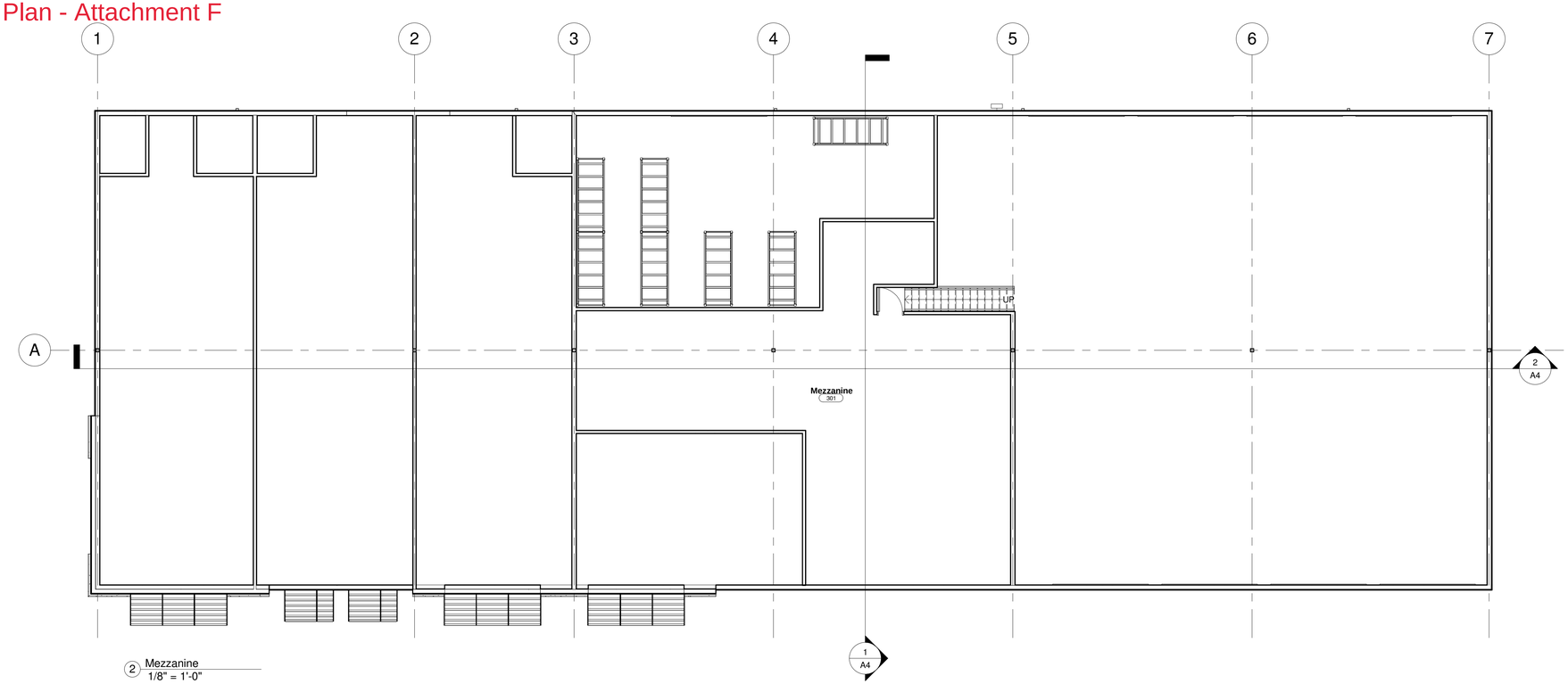
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© COPYRIGHT 2024 ALL RIGHTS RESERVED
Field Book No: ####
Drawn By: KCK
Checked By: ZSE
Date: 7/30/2024

C-1

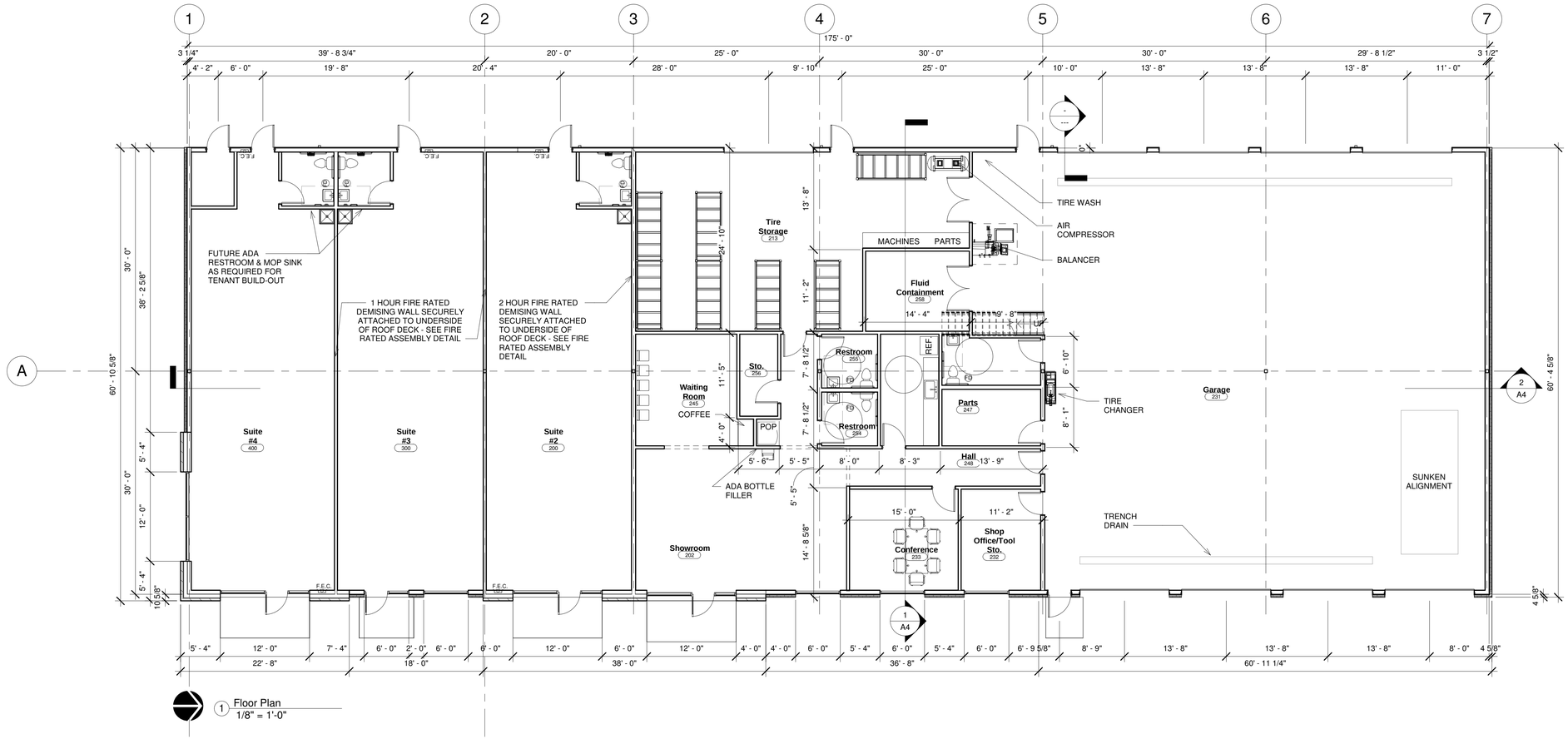
Sheet 1 of 1

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Lot 3, FG 80 Holdings Fifth Addition Floor Plan - Attachment F



2 Mezzanine
1/8" = 1'-0"



1 Floor Plan
1/8" = 1'-0"

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

JOSEPH ARCHITECTURAL GROUP, P.C.

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REVISIONS

1
2
3
4

Preliminary Drawings for:

Bettplex II Retail #5

Iron Tee Way, Bettendorf, Iowa

FOCUS REAL ESTATE DEVELOPMENT

Floor Plan

DATE
21 May 2024

A1

PROJECT NO.
#00624

Landscape:

1. Plant locations to be approved by Landscape Architect before final planting.
2. Mulch all planting areas with a 3" layer of premium shredded hardwood unless noted otherwise. Spade edge on all planting beds adjacent to turf areas.
3. Amend the planting backfill soil for trees and shrubs with compost (1/3 compost & 2/3 existing).
4. Apply a granular pre-emergent (Treflan or equal) to all mulched planting areas as per manufacturer's recommendations.
5. 1-year warranty on trees and shrubs. One-time replacement. Proper care and maintenance are the responsibility of the Owner.

Turf:

1. Fine grade and prepare designated areas for seed.
2. Hydroseed with a QC Type 1 Bluegrass Blend from Stormwater Supply (or equal). Apply at the rate of 10 lbs./1000 sf. Apply starter fertilizer @ 400# per acre. Fiber mulch will be BFM applied at manufactures recommended rate.
3. Watering and care are the responsibility of the Owner.

Landscape Requirements

Property Line	North	South	East	West
Adjacent Zoning	C2	C2	C2	C2
Length	227'	277'	291'	294'
Bufferyard Required				
TF Required	0	0	0	0
Street Yard Landscape				
TF Required	-	5.94	-	-
Vehicular Use Area				
Vehicular Use Area	39,559 SF			
Landscape Area Required	(7%) / 2,769SF			
Parking Spaces Defined	88			
TF Required (1/500 sf)	5.54			

Required	Tree Factors (TF)	Provided
11.48		11.50

Quant.	Plant Name:	Size:
	Canopy Trees:	
2	Armstrong Maple	2" cal.
2	Kindred Spirit Columnar Oak	2" cal.
1	Swamp White Oak	2" cal.
3	Brandywine Maple	2" cal.
1	Coralburst Crabapple	1.75"cal.
1	Autumn Gold Ginkgo	2' cal.
2	Royal Raindrop Crabapple	1.75"cal.
2	Norway Spruce	6' ht.
	Shrubs/Grasses:	
2	'Blue Muffin' Viburnum	5 gal
12	'Green Velvet' Boxwood	5 gal
16	Gro-Low Sumac	5 gal
26	Karl Foerster Grass	5 gal
1	Dwf. Korean Lilac	5 gal
3	Dwf. Burningbush	5 gal
5	Magic Carpet Spirea	5 gal
5	Summerwine Ninebark	5 gal
15	Blackeyed Susan	1 gal
28	Walker's Low Catmint	1 gal
20	'Stella de Oro' Daylily	1 gal



811 Know what's below. Call before you dig.

20 0 20 40
SCALE: 1" = 20 '

REVISIONS

No.	DESCRIPTION	DATE

IMEG
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722
Ph: 563.344.6280
www.imegcorp.com

FG80 - BUILDING 5
BETTENDORF, IA

LANDSCAPE PLAN

TOM P. WILKERSON
REGISTERED LANDSCAPE ARCHITECT
IOWA #004102

GREENSPACE ASSOCIATES
6749 VALLEY DR. BETTENDORF, IOWA 52722
563-355-8148 563-355-8115 fax
Tom@greenspaceassociates.com
LANDSCAPE & IRRIGATION DESIGN, INSTALLATION & MAINTENANCE

IMEG Project No: 21003795.23
File Name:

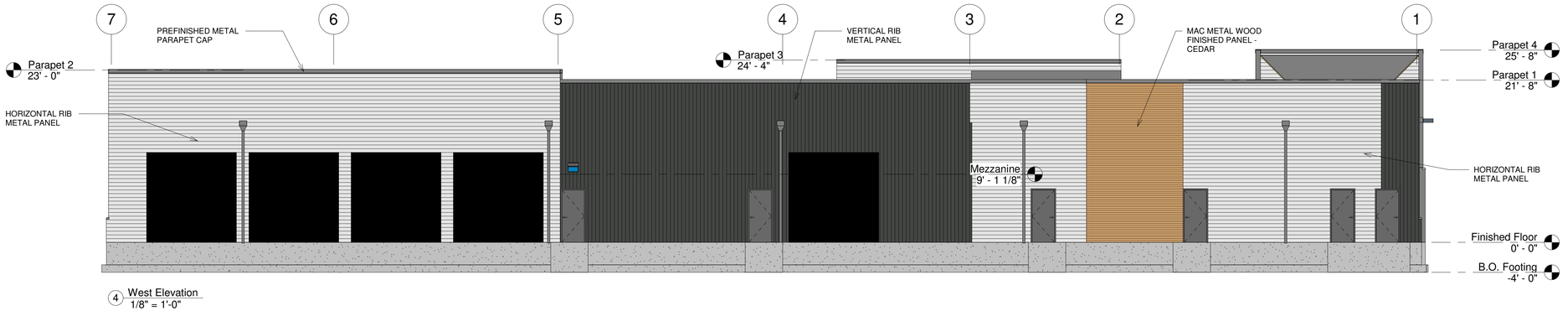
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Field Book No:
Drawn By: TPW
Checked By:
Date: 7/29/24

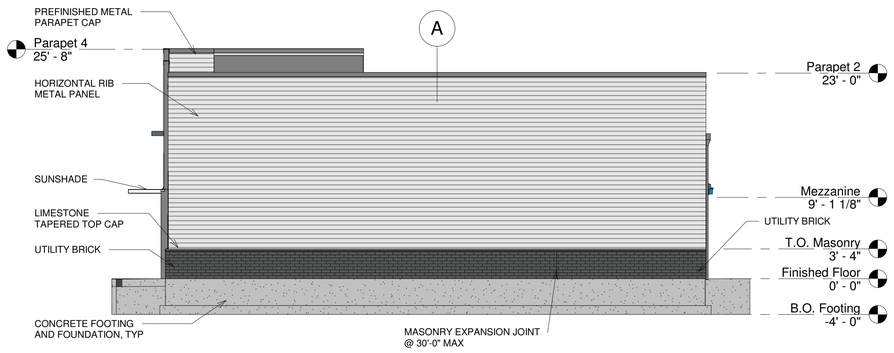
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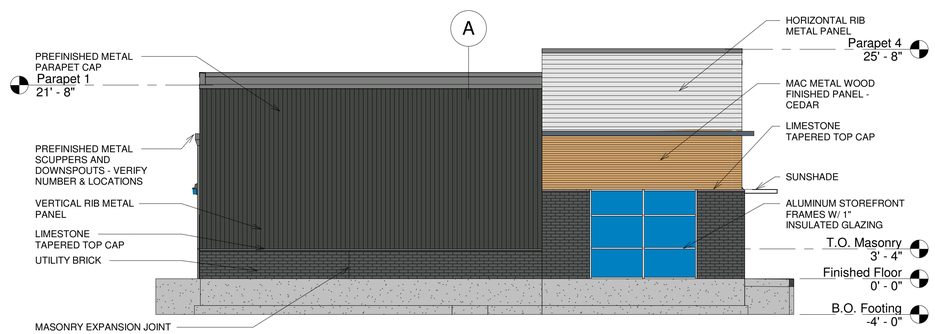
Lot 3, FG 80 Holdings Fifth Addition Elevations - Attachment H



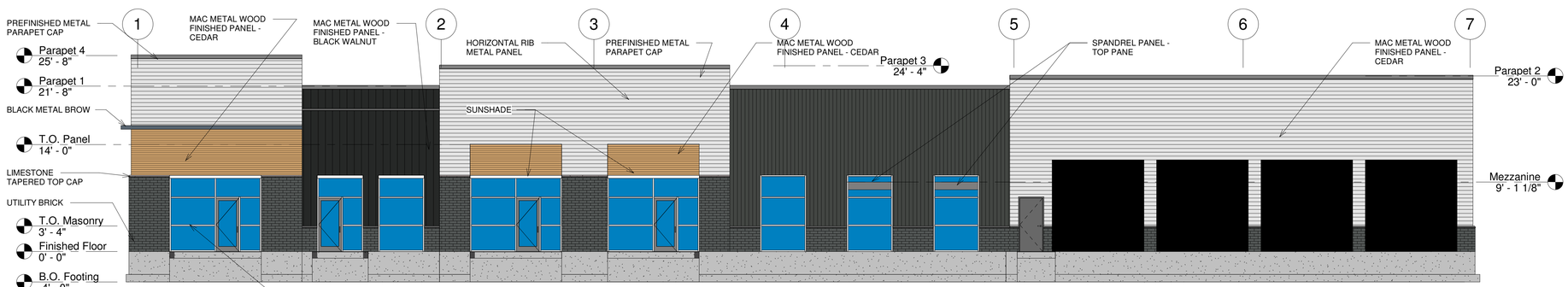
4 West Elevation
1/8" = 1'-0"



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



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



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

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

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REVISIONS
1 2 3 4

Preliminary Drawings for:

Bettplex II Retail #5

Iron Tee Way, Bettendorf, Iowa

FOCUS REAL ESTATE DEVELOPMENT

Elevations

DATE
21 May 2024

A3

PROJECT NO.
#00624

August 28, 2024

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 (replat) of FG 80 Holdings Fifth Addition, submitted by Middle & Forest Grove, LLC. (Case 24-056)

Planning and Zoning Commission's decision on a site development plan for proposed Lot 3, FG 80 Holdings Fifth Addition, submitted by Kevin Koellner for Focus Real Estate Development. (Case 24-057)

Honorable Mayor and Members of the City Council:

On August 21, 2024, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named final plat and site development plan requests.

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 24-056; Final Plat of FG 80 Holdings Fifth Addition, submitted by Middle & Forest Grove, LLC. (Staff: Beswick)

9. Case 24-057; Site Development Plan for proposed Lot 2, FG 80 Holdings Fifth Addition, submitted by Kevin Koellner for Focus Real Estate Development. (Staff: Beswick)

Beswick reviewed the staff report.

Wennlund commented that the floor plan shows tire storage and asked if the waste tires and other recyclable materials would be stored outside or in a trailer pending pickup. Beswick stated he does not know the specific business name, adding that there is no identified location for that. Wennlund asked if used car sales would be allowed on the site. Hunt stated that sale of cars would be not allowed as it is a separate use. He added that he would speak with the developer to clarify and resolve some of the questions raised prior to the City Council meeting.

> On motion by Kappeler, second by Satterfield, that the final plat of FG 80 Holdings Fifth 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 proposed Lot 3, FG 80 Holdings Fifth Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: September 3, 2024
REQUESTED BY: Mark Hunt, Community Development Director

Item Title
Resolution approving a site development plan for Lot 1, Competition Corner First Addition, submitted by Laura Ezikian of Quad City Bank & Trust. (Case 24-058)

Explanation
Laura Ezikian of Quad City Bank & Trust has submitted a site development plan for one building, associated parking, and landscaping located on Lot 1, Competition Corner First Addition which is located at the southeast corner of Forest Grove Drive and Middle Road. The Future Land Use Map designates the area as CC, Community Commercial, and it is located in the C-2, Community Commercial District. The building is proposed to contain the corporate offices and financial services of Quad City Bank & Trust along with QCR Holdings. The Future Land Use designation, current zoning, and proposed uses are compliant and compatible.

The development proposal supports many goals of Premiering Bettendorf Comprehensive Plan including Attract & Retain Business and Industry and Revitalize High-Potential Growth Areas.

The Planning and Zoning Commission made a recommendation for approval of the site development plan at their August 21, 2024 meeting.

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

List attachments
Resolution; (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. _____ - 24

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR LOT 1, COMPETITION CORNER FIRST ADDITION

WHEREAS, Laura Ezikian of Quad City Bank & Trust has submitted a site development plan for Lot 1, Competition Corner First Addition, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for Lot 1, Competition Corner First Addition.

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 2024.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

STAFF REPORT

Subject: Planning and Zoning Commission
Author: Taylor Beswick
Department: Community Development
Date: August 16, 2024

Case No.:	24-058
Request:	Site Plan: Quad City Bank & Trust (Corporate Office and Financial Services)
Location:	Lot 1, Competition Corner First Addition
Applicant:	Quad City Bank & Trust
Current Zoning:	C-2, Community Commercial District
Future Land Use:	CC, Community Commercial and GW, Greenway

Background Information & Facts

Quad City Bank & Trust has submitted a site development plan for one building, associated parking, and landscaping located on Lot 1, Competition Corner First Addition (see Aerial Map - Attachment A). The Future Land Use Map designates the area as CC, Community Commercial, and it is located in the C-2, Community Commercial District (see Future Land Use & Zoning Map - Attachment B). The building is proposed to contain the corporate offices and financial services of Quad City Bank & Trust along with QCR Holdings. It will consist of five stories above grade and contain 99,450 square feet of floor area (see Site Development Plan - Attachment C). Renderings of the proposed buildout have been provided and contain modern architectural elements and design which are compatible with surrounding commercial development located at the roundabout of Middle Road and Forest Grove Drive (see Development Renderings – Attachment D).

Future Land Use and Comprehensive Plan

Proposed uses onsite are defined as corporate office and financial services per code. The Future Land Use designation, current zoning, and proposed uses are compliant and compatible. The development proposal supports many goals of Premiering Bettendorf Comprehensive Plan including Attract & Retain Business and Industry and Revitalize High-Potential Growth Areas.

Lot Configuration & Zoning Compliance

The proposed uses are permitted in the C-2 District. The lot has front yards on all boundaries, surrounded by Middle Road, Forest Grove Drive, Remington Road, and an unnamed road currently shown as a private drive but planned to be dedicated to the city as a public street. The C-2 building setback of 20 feet is met for the proposed structure and associated infrastructure. The building height and floor area ratio are compliant with standards specified in the C-2 District (see Exterior Elevation Drawings Set – Attachment E). All additional bulk standards and regulations are met for the development.

Utilities

The utilities have been reviewed by staff and are deemed sufficient for the proposed construction. Water service will be extended on Remington Road and to the development along Middle Road allowing for hydrants, fire suppression, and general supply.

Refuse

One screened dumpster is located south of the building along the private driveway for drive-through financial services which intersects to the planned public street running east and west. The applicant is scheduling their garbage pick-up to be at non-peak hours, so it will not interfere with financial service customers. The garbage truck movement will be to pull directly up to the dumpster, back up directly onto the private drive, and leave the site on the unnamed road.

Thoroughfare Plan & Access

The development has been planned with contemplation of future Middle Road widening. Remington Road will be constructed south of the Forest Grove Drive and Competition Drive roundabout. In addition, an east-west street will be constructed which connects to Middle Road, planned to be dedicated to the city in a future plat. Vehicular access to the public parking area is shown via a right-in/right-out curb cut on Forest Grove Drive and a curb cut on the unnamed street. A card-controlled access to a lower level, covered parking is shown via a curb cut on the unnamed road. An additional curb cut is shown on the unnamed street for the entrance of the drive-through financial services. Additional amenities not directly associated with the building include a food truck plaza and outdoor pavilion. These amenities are proposed to have vehicular access via curb cuts on the unnamed street. Sufficient vehicle stacking spaces are shown in the drive-through lanes.

Pedestrian and Trail Access

Forest Grove Drive contains an existing bike/ped trail adjacent to the development. A planned bike/ped trail is shown in the right-of-way along Middle Road. Service walks are shown which connect to the trails and to the proposed development. In addition, a private walking trail is proposed around the retention pond, and a pedestrian bridge is proposed to span the center of the pond. The private walking path connects the main building with the food truck plaza, outdoor pavilion, and a landscaped outdoor amphitheater. Both streets proposed show sidewalks as well.

Off-Street Parking

The site plan shows a total of 350 parking stalls, including 6 ADA spaces. A total of 4 electric vehicle charging spaces are shown near the northwest corner of the development. Per the off-street parking schedule, the proposed spaces exceed the requirement by 18. A portion of the parking spaces will be located on the lower level of a parking structure and will only be accessible via a private drive with controlled card access and gate.

Stormwater Detention

Stormwater detention is provided onsite in a retention pond. All stormwater calculations for the development have been reviewed by Engineering staff and deemed sufficient for the proposed development.

Landscaping

The submitted landscape plan shows a total of 62 tree factors located in the streetscape buffer areas of the development and in the interior (see Landscape Plan Set – Attachment F). The proposed landscaping more

than meets minimum city code requirements, and staff contends it will enhance the character of the development and surrounding developments.

Lighting

The applicant has submitted lighting calculations for the development and per the plan, the development will have less than 1 footcandle of light cross all property lines (see Photometric Plan – Attachment G). Most lighting will be evident on the west side of the development where the building and parking are located while the east side of the development will have limited lighting as it is designed to be a natural landscape with the walking path and pond.

Staff Recommendation

Staff contends the proposed development meets site development standards and code requirements. Staff recommends approval of Case No. 24-058, site development plan for Lot 1, Competition Corner First Addition (Quad City Bank & Trust).

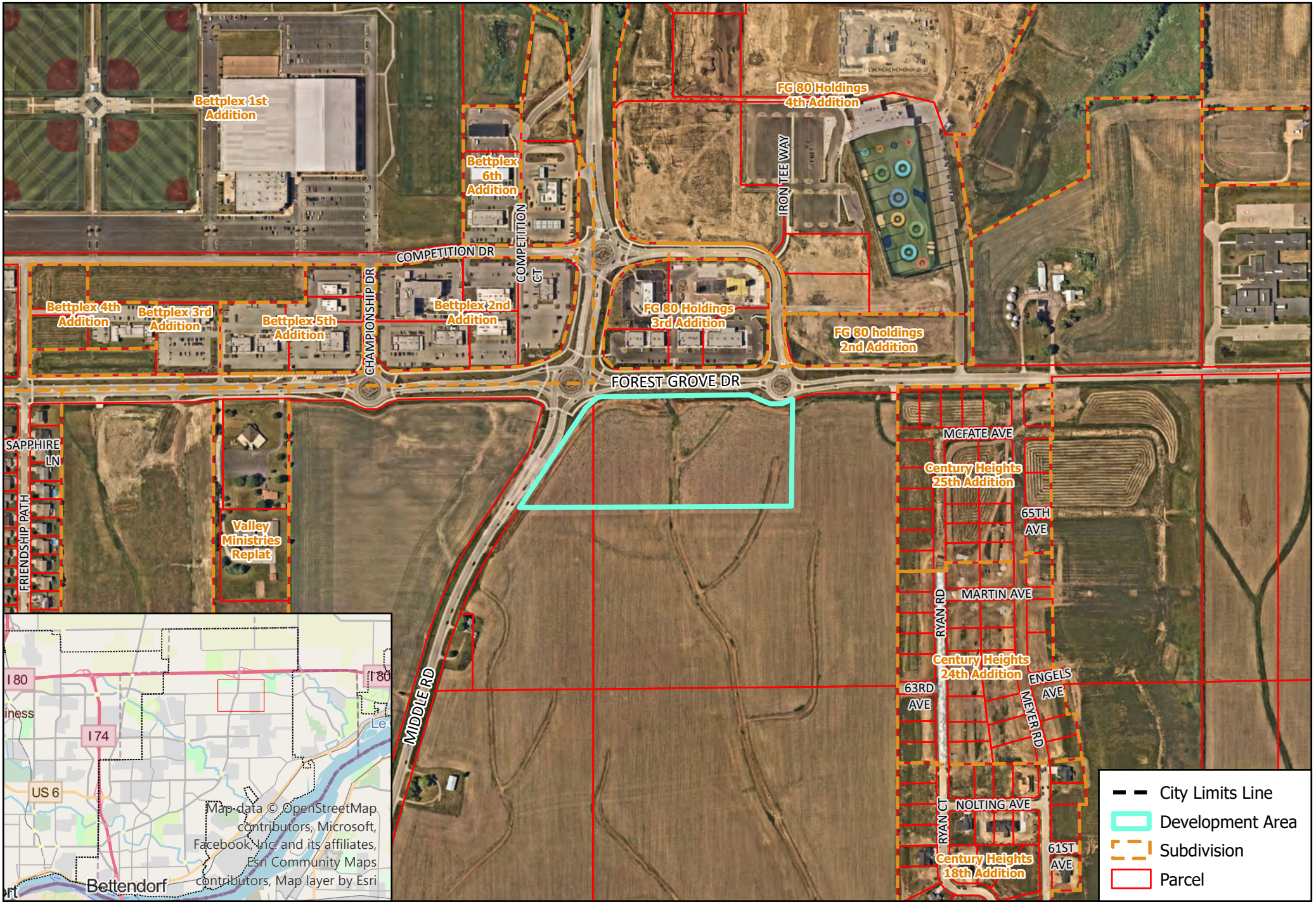
Respectfully submitted,

Taylor Beswick
Senior City Planner

Case No. 24-058: Lot 1, Competition Corner First Add.
Site Development Plan: Quad City Bank & Trust
Aerial - Attachment A

1 Inch = 708 Feet
Feet
0 275 550 1,100 1,650

N

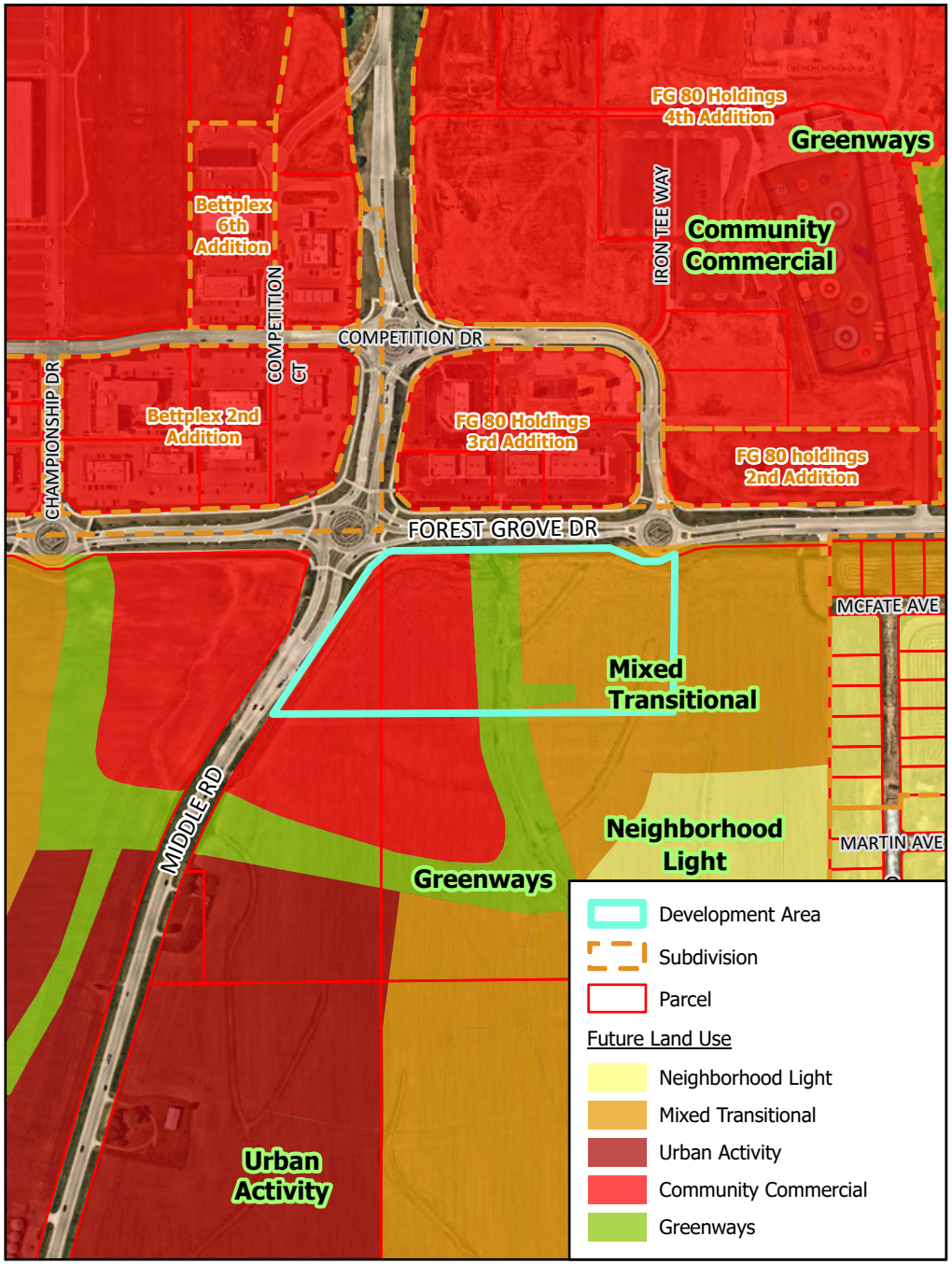


Case No. 24-058: Lot 1, Competition Corner First Add.
Site Development Plan: Quad City Bank & Trust
Future Land Use & Zoning - Attachment B

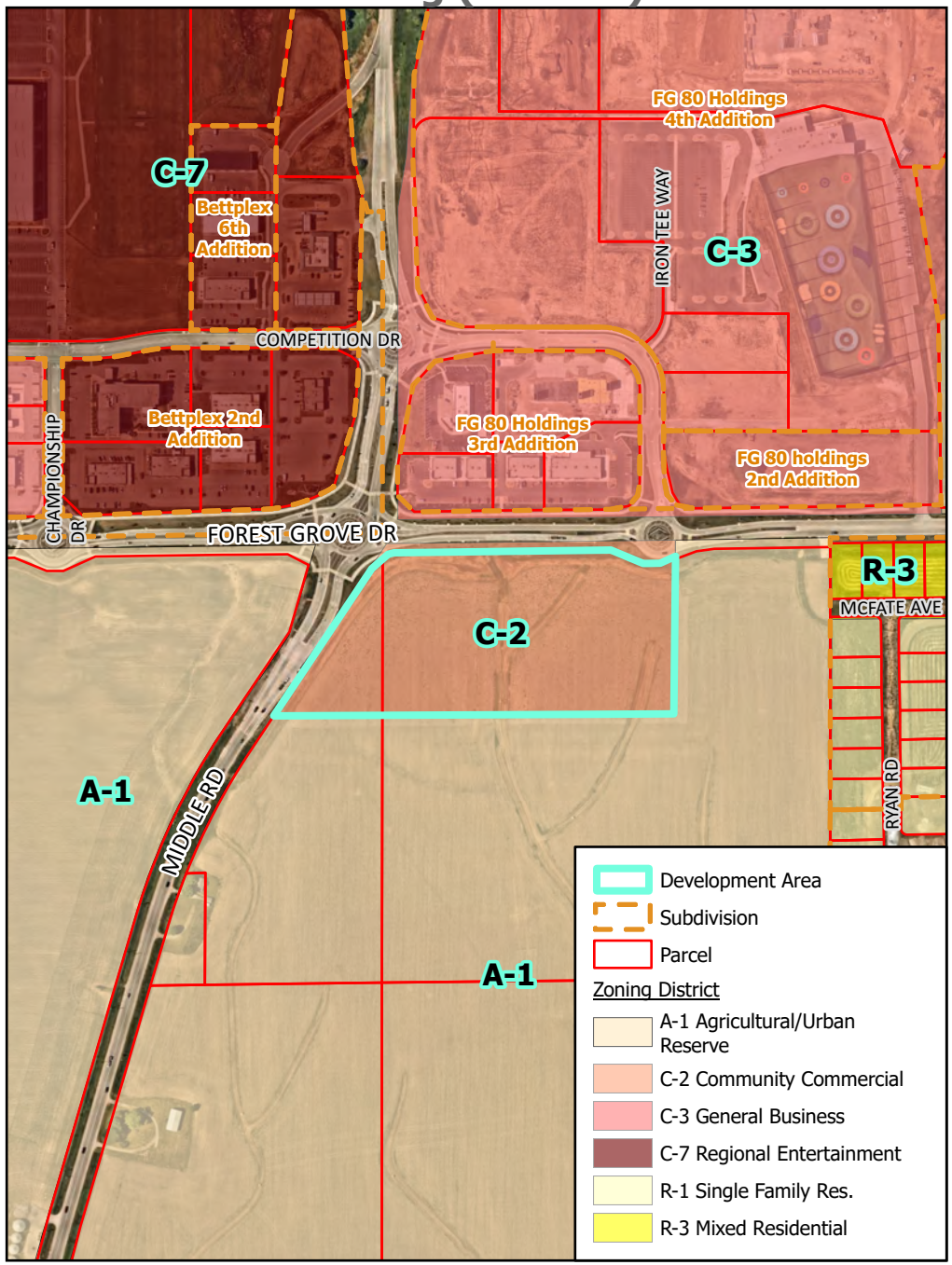
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0 185 370 740 Feet

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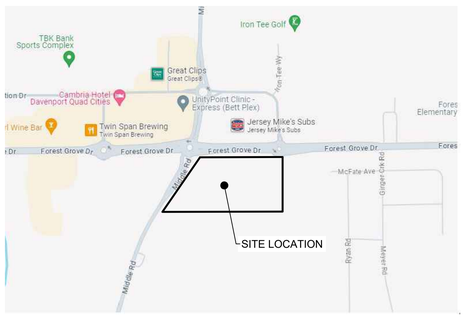
Future Land Use



Zoning (Current)



SITE PLAN - ATTACHMENT C



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF DESIGN AND SPECIFICATIONS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
2. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND FIELD INVESTIGATION. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO.
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- PROPOSED FLARED END SECTION
- PROPOSED STORM MANHOLE
- PROPOSED WATER VALVE
- PROPOSED HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- PROPOSED PCC PAVEMENT

BUILDING INFORMATION

- BUILDING CONSTRUCTION TYPE PER 2015 IBC: TYPE IIB
- BUILDING AREA: TOTAL = 99,450 SF
  - BASEMENT: 18,100 SF
  - FIRST FLOOR: 18,720 SF
  - SECOND FLOOR: 20,230 SF
  - THIRD FLOOR: 21,100 SF
  - FOURTH FLOOR: 21,300 SF
- OCCUPANCY TYPE - PER 2015 IBC:
  - B - BUSINESS (BANK / OFFICE)
  - A-3 ASSEMBLY (TRAINING ROOMS IN WALK-OUT BASEMENT LEVEL)
- AUTOMATIC SPRINKLER SYSTEM AND / OR STANDPIPE:
  - YES, WITH FIRE PUMP. FDC SHOWN ON NORTH FACE OF BUILDING, EAST OF MAIN DOOR.

SITE INFORMATION

ZONING DISTRICT: C-2 COMMUNITY COMMERCIAL DISTRICT	
SITE LOCATION: LOT 1 COMPETITION CORNER FIRST ADDITION, BETTENDORF, IOWA	
TOTAL LOT 1 AREA	472,522 S.F. ±
	10.85 ACRES ±
FRONT YARD REQUIRED	20'
SIDE YARD REQUIRED	20'
REAR YARD REQUIRED	20'
TOTAL BUILDING AREA	FIVE FLOORS TOTAL (INCLUDING BASEMENT) - 99,450 SF
REQUIRED PARKING = 332 SPACES (1:300 SF FOR CORPORATE OFFICE, 1:250 SF FOR FINANCIAL OFFICES)	
PROVIDED = 350 (INCLUDING 8 ADA AND 4 ELECTRIC VEHICLE)	
TOTAL VEHICULAR USE AREA (V.U.A.) = 98,632 S.F. ±	
CONSTRUCTION ACTIVITY DESCRIPTION: The construction includes 1 proposed building, an outdoor pavilion, a parking structure, associated parking lots, a retention pond and utilities.	

40 0 40 80
SCALE: 1" = 40 '

OWNER
QCBT / QCRH
5405 UTICA RIDGE ROAD
DAVENPORT, IOWA 52807

ARCHITECT
STREAMLINE ARCHITECTS
575 12TH AVENUE
EAST MOLINE, ILLINOIS 61244

CONSTRUCTION MANAGER
TO BE DETERMINED

LEGAL DESCRIPTION
FOR
COMPETITION CORNER FIRST ADDITION

PART OF THE SOUTHEAST QUARTER OF SECTION 2,
IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

LOT 2 BETTPLEX 2ND ADDITION
LOT 1 BETTPLEX 2ND ADDITION
LOT 1 FG 80 HOLDINGS 3RD ADDITION
LOT 2 FG 80 HOLDINGS 3RD ADDITION
LOT 3 FG 80 HOLDINGS 3RD ADDITION
LOT 1 FG 80 HOLDINGS 2ND ADDITION
FOREST GROVE DRIVE
MIDDLE ROAD
TAP EXISTING WATER MAIN
EXISTING HYDRANT
PROPOSED HYDRANT
STORM SEWER EASEMENT
PROPERTY LINE
PCC PAVEMENT
CITY OF BETTENDORF PROPOSED MULTI-USE PATH
BUILDING SETBACK LINE
ELECTRIC VEHICLE PARKING
UNDERGROUND ELECTRIC EASEMENT
FIRE DEPARTMENT CONNECTION
PROPOSED BUILDING FF=736.00 BASEMENT=FF=720.00
SANITARY EASEMENT TO BE VACATED
PROPOSED SANITARY EASEMENT
PCC PARKING STRUCTURE
8' PCC MIXED USE PATH
6' PCC SIDEWALK
REMINGTON ROAD PROPOSED PUBLIC ROAD PCC PAVEMENT
PROPOSED WATER MAIN
RIGHT-OF-WAY
RETAINING WALL
PCC PATIO / OUTDOOR EMPLOYEE AREA
SOIL BORING LOCATION (TYP.)
PEDESTRIAN BRIDGE
RETENTION BASIN
OUTDOOR PAVILION & SEATING AREA
ATM & TELLER LANES
CARD READER & GATE
DUMPSTER ENCLOSURE
MONUMENT SIGN
SUBDRAINS
TRAFFIC BARRICADE
FOOD TRUCK PARKING
TEMPORARY CONSTRUCTION EASEMENT
WATER EASEMENT
PROPOSED PRIVATE ROAD PCC PAVEMENT
SHARED ACCESS EASEMENT
PARCEL 840237006 (NOT SUBDIVIDED)
PARCEL 840239002 (NOT SUBDIVIDED)

REVISIONS

No.	DESCRIPTION	DATE

IMEG
PH: 563.344.6500
www.imegcorp.com
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722

QCBT - QCRH HEADQUARTERS
BETTENDORF, IA
CITY SITE PLAN

IMEG Project No: 23008525.00
File Name: 23008525.00-Site-Plan.dwg
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Field Book No: ####
Drawn By: ABL
Checked By: RJJ
Date: 08/13/2024

C200
Sheet 1 of 1

Tuesday, August 13, 2024 1:53:52 PM
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streamline ARCHITECTS


QCBT
streamline
ARCHITECTS

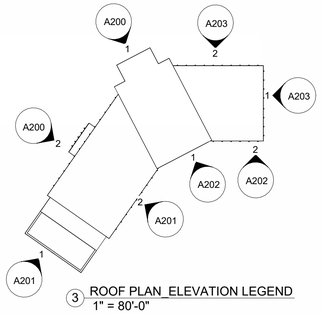
ELEVATIONS SET - ATTACHMENT E



1 NORTHWEST ELEVATION_A
3/32" = 1'-0"



2 NORTHWEST ELEVATION_ B
3/32" = 1'-0"



3 ROOF PLAN_ELEVATION LEGEND
1" = 80'-0"

EXTERIOR MATERIAL LEGEND

	ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	NOTES
	STN-01	TBD	LIMESTONE - LARGE FORMAT PANELS | COLOR: NATURAL STONE	1
	STN-02	TBD	LEDGESTONE - LARGE FORMAT | COLOR: NATURAL BLACK	1
	MTL-01	TBD	MISC. METALS AND TRIMS	1
	MTL-02	TBD	VERTICAL ACM PANEL | COLOR: BLACK	1
	MTL-03	TBD	METAL PANEL - SIMULATED WOOD VENEER	1
	WD-01	TBD	TIMBER/WOOD WRAPPED OUTRIGGERS	1

NOTES:
1. ALL FINISHES TO BE APPROVED BY ARCHITECT & OWNER.

ARCHITECT:
streamline ARCHITECTS
www.streamlinearchitects.com

ENGINEER:
IMEG

LANDSCAPE ARCHITECT:
CONFLUENCE

NO.	DESCRIPTION	DATE

TODD GIPPLE

QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project number	24-047
Date	07/30/2024
Drawn by	LAU
Checked by	CMS

EXTERIOR ELEVATIONS

A200

NOT FOR CONSTRUCTION - SITE PLAN SUBMITTAL

7/29/2024 3:14:56 PM

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1 WEST ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIAL LEGEND

	ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	NOTES
	STN-01	TBD	LIMESTONE - LARGE FORMAT PANELS | COLOR: NATURAL STONE	1
	STN-02	TBD	LEDGESTONE - LARGE FORMAT | COLOR: NATURAL BLACK	1
	MTL-01	TBD	MISC. METALS AND TRIMS	1
	MTL-02	TBD	VERTICAL ACM PANEL | COLOR: BLACK	1
	MTL-03	TBD	METAL PANEL - SIMULATED WOOD VENEER	1
	WD-01	TBD	TIMBER/WOOD WRAPPED OUTRIGGERS	1

NOTES:

1. ALL FINISHES TO BE APPROVED BY ARCHITECT & OWNER.



2 SOUTHWEST ELEVATION_A
3/32" = 1'-0"

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7/29/2024 3:15:44 PM

ARCHITECT:

streamline ARCHITECTS
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ENGINEER:

IMEG

LANDSCAPE ARCHITECT:

CONFLUENCE

NO.	DESCRIPTION	DATE

TODD GIPPLE

QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project number	24-047
Date	07/30/2024
Drawn by	LAU
Checked by	CMS

EXTERIOR ELEVATIONS

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1 SOUTHWEST ELEVATION_B
3/32" = 1'-0"



2 SOUTH ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIAL LEGEND

	ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	NOTES
	STN-01	TBD	LIMESTONE - LARGE FORMAT PANELS | COLOR: NATURAL STONE	1
	STN-02	TBD	LEDGESTONE - LARGE FORMAT | COLOR: NATURAL BLACK	1
	MTL-01	TBD	MISC. METALS AND TRIMS	1
	MTL-02	TBD	VERTICAL ACM PANEL | COLOR: BLACK	1
	MTL-03	TBD	METAL PANEL - SIMULATED WOOD VENEER	1
	WD-01	TBD	TIMBER/WOOD WRAPPED OUTRIGGERS	1

NOTES:

1. ALL FINISHES TO BE APPROVED BY ARCHITECT & OWNER.

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7/29/2024 3:16:31 PM

ARCHITECT:
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www.streamlinearchitects.com

ENGINEER:
IMEG

LANDSCAPE ARCHITECT:
CONFLUENCE

NO.	DESCRIPTION	DATE

TODD GIPPLE

QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project number	24-047
Date	07/30/2024
Drawn by	LAU
Checked by	CMS

EXTERIOR ELEVATIONS

A202

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1 EAST ELEVATION
3/32" = 1'-0"



2 NORTH ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIAL LEGEND

	ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	NOTES
	STN-01	TBD	LIMESTONE - LARGE FORMAT PANELS | COLOR: NATURAL STONE	1
	STN-02	TBD	LEDGESTONE - LARGE FORMAT | COLOR: NATURAL BLACK	1
	MTL-01	TBD	MISC. METALS AND TRIMS	1
	MTL-02	TBD	VERTICAL ACM PANEL | COLOR: BLACK	1
	MTL-03	TBD	METAL PANEL - SIMULATED WOOD VENEER	1
	WD-01	TBD	TIMBER/WOOD WRAPPED OUTRIGGERS	1

NOTES:
1. ALL FINISHES TO BE APPROVED BY ARCHITECT & OWNER.

ARCHITECT:
streamline ARCHITECTS
www.streamlinearchitects.com

ENGINEER:
IMEG

LANDSCAPE ARCHITECT:
CONFLUENCE

NO.	DESCRIPTION	DATE

TODD GIPPLE

QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project number	24-047
Date	07/30/2024
Drawn by	LAU
Checked by	CMS

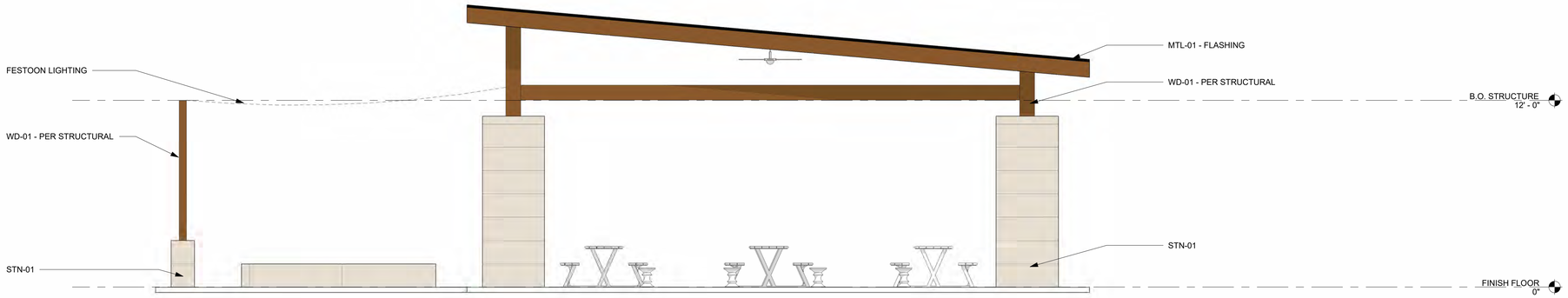
EXTERIOR ELEVATIONS

A203

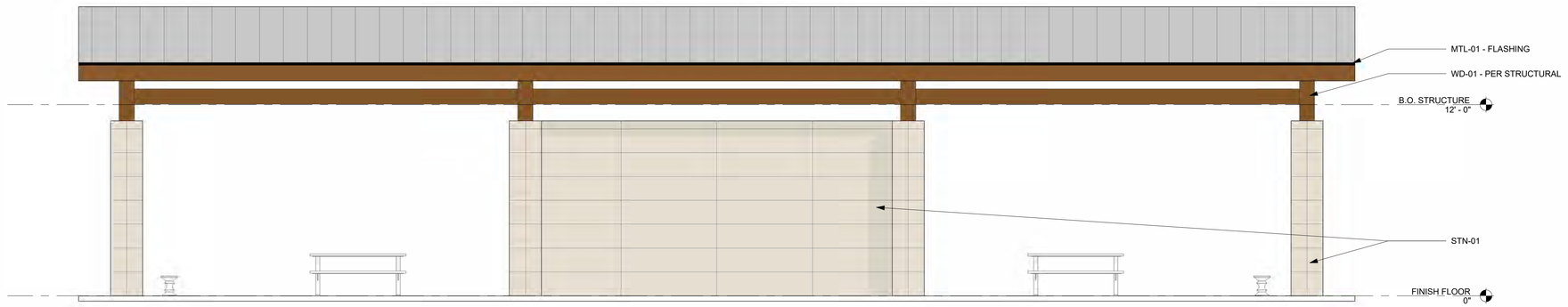
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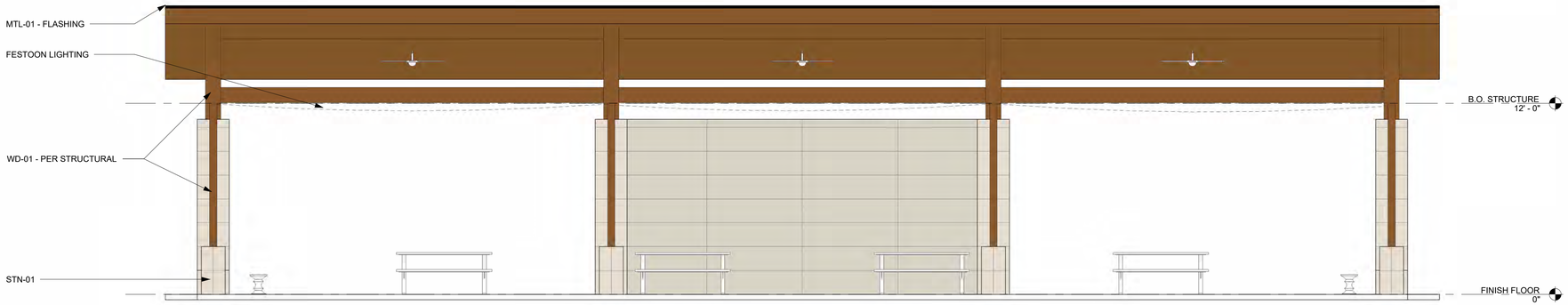
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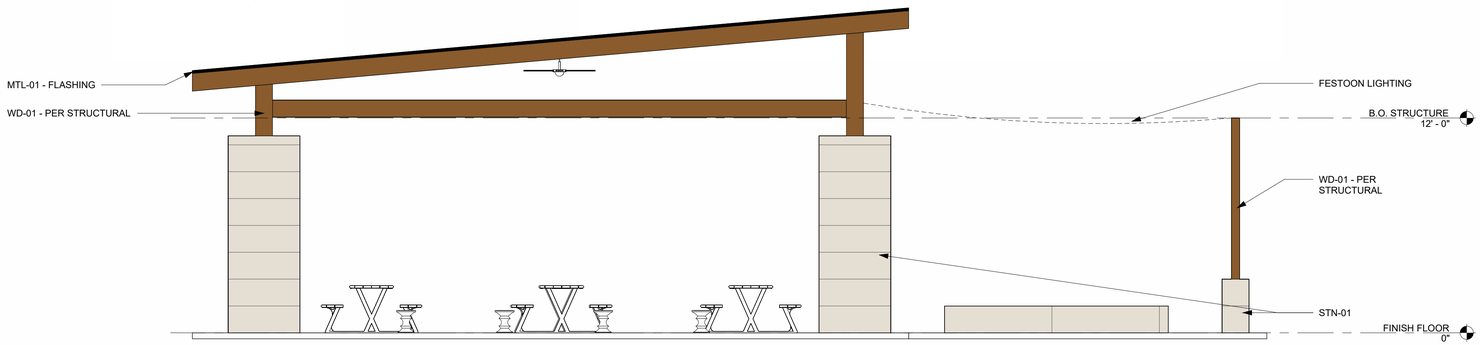
1 EAST ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"



3 SOUTH ELEVATION
1/4" = 1'-0"



4 WEST ELEVATION
1/4" = 1'-0"

EXTERIOR MATERIAL LEGEND - PAVILION

	ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	NOTES
	STN-01	TBD	LIMESTONE - LARGE FORMAT PANELS	1
	MTL-01	TBD	MISC. METALS AND TRIMS	1
	WD-01	TBD	TIMBER STRUCTURAL ELEMENTS	1

NOTES:
1. ALL FINISHES TO BE APPROVED BY ARCHITECT & OWNER.

NOT FOR CONSTRUCTION - SITE PLAN SUBMITTAL

7/29/2024 3:20:45 PM

ARCHITECT:
streamline ARCHITECTS
www.streamlinearchitects.com

ENGINEER:
IMEG

LANDSCAPE ARCHITECT:
CONFLUENCE

NO.	DESCRIPTION	DATE

TODD GIPPLE

QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project number	24-047
Date	07/30/2024
Drawn by	BM
Checked by	LAU

EXTERIOR ELEVATIONS - PAVILION

A204

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LANDSCAPE PLAN SET - ATTACHMENT F

LANDSCAPE PLAN CALCULATIONS

GREENSPACE BUFFER YARD - 38,438 SF

REQUIRED TREE COUNT: 1 TREE FACTOR PER 700 SF OF GREENSPACE BUFFER YARD

38,438 SF / 700 SF = 55 TREES

TOTAL TREES AT SITE PERIMETER = 62

GROUNDCOVER LEGEND

TURF GRASS

NATIVE WILDFLOWER & PRAIRIE MIX

LANDSCAPE PLAN KEYNOTES

1. BANK HEADQUARTERS BUILDING - MAIN ENTRANCE
2. BANK BRANCH ENTRANCE
3. BANK BRANCH DRIVE-UP LANES
4. MONUMENT SIGN
5. VISITOR ENTRANCE
6. WAYFINDING SIGNAGE
7. STAFF ENTRANCE TO LOWER LEVEL OF RAMP ACCESS CONTROLLED
8. STAFF COURTYARD - DESIGN TBD REFER TO DESIGN PRECEDENT, ATTACHED PDF
9. STAFF PARKING RAMP
10. STAFF ENTRANCE TO UPPER LEVEL OF RAMP
11. IRRIGATED PLANTERS ON UPPER LEVEL
12. IRRIGATED PLANTERS AND RAILING SYSTEM
13. WET BOTTOM RETENTION POND
14. PEDESTRIAN BRIDGE FEATURE
15. AMPHITHEATER
16. LARGE OPEN-AIR PAVILION
17. FOOD TRUCK PLAZA

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	SIZE	ROOT	SPACING & REMARKS
OVERSTORY TREES							
CO	7	Carya ovata	SHAGBARK HICKORY	70' - 80'	1.5" CAL	B&B	AS SHOWN ON PLAN
CS	3	Catalpa speciosa	NORTHERN CATALPA	40' - 70'	1.5" CAL	B&B	AS SHOWN ON PLAN
GE	11	Gymnocladus dioicus 'Espresso'	KENTUCKY COFFEETREE	60' - 80'	1.5" CAL	B&B	AS SHOWN ON PLAN
JN	6	Juglans nigra	BLACK WALNUT	70' - 100'	1.5" CAL	B&B	SPECIMEN QUALITY
NS	10	Nyssa sylvatica	BLACK TUPELO	30' - 50'	1.5" CAL	B&B	AS SHOWN ON PLAN
PE	11	Platanus x acerifolia 'Exclamation'	LONDON PLANETREE	50' - 65'	1.5" CAL	B&B	SPECIMEN QUALITY
QA	3	Quercus alba	WHITE OAK	50' - 80'	1.5" CAL	B&B	AS SHOWN ON PLAN
QC	11	Quercus x macdanielii 'Clemmons'	HERITAGE OAK	50' - 80'	1.5" CAL	B&B	AS SHOWN ON PLAN
QM	6	Quercus macrocarpa	BUR OAK	60' - 80'	1.5" CAL	B&B	SPECIMEN QUALITY
QR	7	Quercus rubra	NORTHERN RED OAK	50' - 75'	1.5" CAL	B&B	AS SHOWN ON PLAN
TD	6	Taxodium distichum	BALDCYPRESS	50' - 70'	6' HT	B&B	SPECIMEN QUALITY
UNDERSTORY TREES							
AC	13	Amelanchier canadensis	SHADBLOW SERVICEBERRY	25' - 30'	6' HT	B&B	10' O.C., MATCH, MULTI
CC	2	Carpinus caroliniana	AMERICAN HORNBEAM	20' - 35'	1.5" CAL	B&B	15' O.C.
ER	4	Cercis canadensis	EASTERN REDBUD	20' - 30'	1.5" CAL	B&B	15' O.C., MATCH
PO	4	Cornus alternifolia	PAGODA DOGWOOD	15' - 25'	1.5" CAL	B&B	SPECIMEN QUALITY
CONIFEROUS TREES							
WF	2	Abies concolor	WHITE FIR	40' - 70'	6' HT	B&B	AS SHOWN ON PLAN
JV	18	Juniperus virginiana 'Idyllwild'	EASTERN RED CEDAR	15'	6' HT	B&B	SPECIMEN QUALITY
PP	3	Picea glauca 'Densata'	BLACK HILLS SPRUCE	20' - 40'	6' HT	B&B	AS SHOWN ON PLAN
PS	8	Pinus strobus	EASTERN WHITE PINE	50' - 80'	6' HT	B&B	AS SHOWN ON PLAN



CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
900 2nd Street SE, Suite 104
Cedar Rapids, IA 52401
319.409.5401
www.thinkconfluence.com

DESIGN REVIEW
NOT FOR CONSTRUCTION

Revision Schedule

No.	Date	Description
01	07/30/2024	PRELIMINARY LANDSCAPE PLAN SUBMITTAL

TODD GIPPLE
QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project Number	24327
Issue	LANDSCAPE PLAN - DRAFT
Date	2024-07-30

OVERALL LANDSCAPE PLAN

L100

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PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	SIZE	ROOT	SPACING & REMARKS
OVERSTORY TREES							
CO	7	Carya ovata	SHAGBARK HICKORY	70' - 90'	1.5" CAL.	B&B	AS SHOWN ON PLAN
CS	3	Catalpa speciosa	NORTHERN CATALPA	40' - 70'	1.5" CAL.	B&B	AS SHOWN ON PLAN
GE	11	Gymnocladus dioicus 'Espresso'	KENTUCKY COFFEETREE	60' - 80'	1.5" CAL.	B&B	AS SHOWN ON PLAN
JN	6	Juglans nigra	BLACK WALNUT	70' - 100'	1.5" CAL.	B&B	SPECIMEN QUALITY
NS	10	Nyssa sylvatica	BLACK TUPELO	30' - 50'	1.5" CAL.	B&B	AS SHOWN ON PLAN
PE	11	Platanus x acerifolia 'Exclamation'	LONDON PLANETREE	50' - 65'	1.5" CAL.	B&B	SPECIMEN QUALITY
QA	3	Quercus alba	WHITE OAK	50' - 80'	1.5" CAL.	B&B	AS SHOWN ON PLAN
QC	11	Quercus x macdanielii 'Clemons'	HERITAGE OAK	50' - 80'	1.5" CAL.	B&B	AS SHOWN ON PLAN
QM	6	Quercus macrocarpa	BUR OAK	60' - 80'	1.5" CAL.	B&B	SPECIMEN QUALITY
QR	7	Quercus rubra	NORTHERN RED OAK	50' - 75'	1.5" CAL.	B&B	AS SHOWN ON PLAN
TD	6	Taxodium distichum	BALDCYPRESS	50' - 70'	6' HT	B&B	SPECIMEN QUALITY
UNDERSTORY TREES							
AC	13	Amelanchier canadensis	SHADBLOW SERVICEBERRY	25' - 30'	6' HT	B&B	10' O.C., MATCH, MULTI
CC	2	Carpinus caroliniana	AMERICAN HORNBEAM	20' - 35'	1.5" CAL.	B&B	15' O.C.
ER	4	Cercis canadensis	EASTERN REDBUD	20' - 30'	1.5" CAL.	B&B	15' O.C., MATCH
PD	4	Cornus alternifolia	PAGODA DOGWOOD	15' - 25'	1.5" CAL.	B&B	SPECIMEN QUALITY
CONIFEROUS TREES							
WF	2	Abies concolor	WHITE FIR	40' - 70'	6' HT	B&B	AS SHOWN ON PLAN
JV	15	Juniperus virginiana 'Idyllwild'	EASTERN RED CEDAR	15'	6' HT	B&B	SPECIMEN QUALITY
PP	3	Picea glauca 'Densata'	BLACK HILLS SPRUCE	20' - 40'	6' HT	B&B	AS SHOWN ON PLAN
PS	8	Pinus strobus	EASTERN WHITE PINE	50' - 80'	6' HT	B&B	AS SHOWN ON PLAN

LANDSCAPE KEYNOTES

1. BANK HEADQUARTERS MAIN ENTRANCE
2. BANK BRANCH ENTRANCE
3. BANK BRANCH DRIVE-UP
4. MONUMENT SIGN
5. VISITOR ENTRANCE
6. WAYFINDING SIGNAGE
7. STAFF ENTRANCE TO LOWER LEVEL OF RAMP ACCESS CONTROLLED
8. STAFF COURTYARD - DESIGN TBD REFER TO DESIGN PRECEDENT, ATTACHED PDF
9. STAFF PARKING RAMP
10. STAFF ENTRANCE TO UPPER LEVEL OF RAMP
11. IRRIGATED PLANTERS ON UPPER LEVEL
12. IRRIGATED PLANTERS AND RAILING SYSTEM
13. RETENTION POND
14. PEDESTRIAN BRIDGE FEATURE
15. AMPHITHEATER
16. LARGE OPEN-AIR PAVILION
17. FOOD TRUCK PLAZA

GROUNDCOVER LEGEND

- TURF GRASS
- NATIVE WILDFLOWER & PRAIRIE MIX

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Cedar Rapids, IA 52401
319.409.5401
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DESIGN REVIEW
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Revision Schedule

No.	Date	Description
01	07/19/2024	PRELIMINARY LANDSCAPE PLAN SUBMITTAL

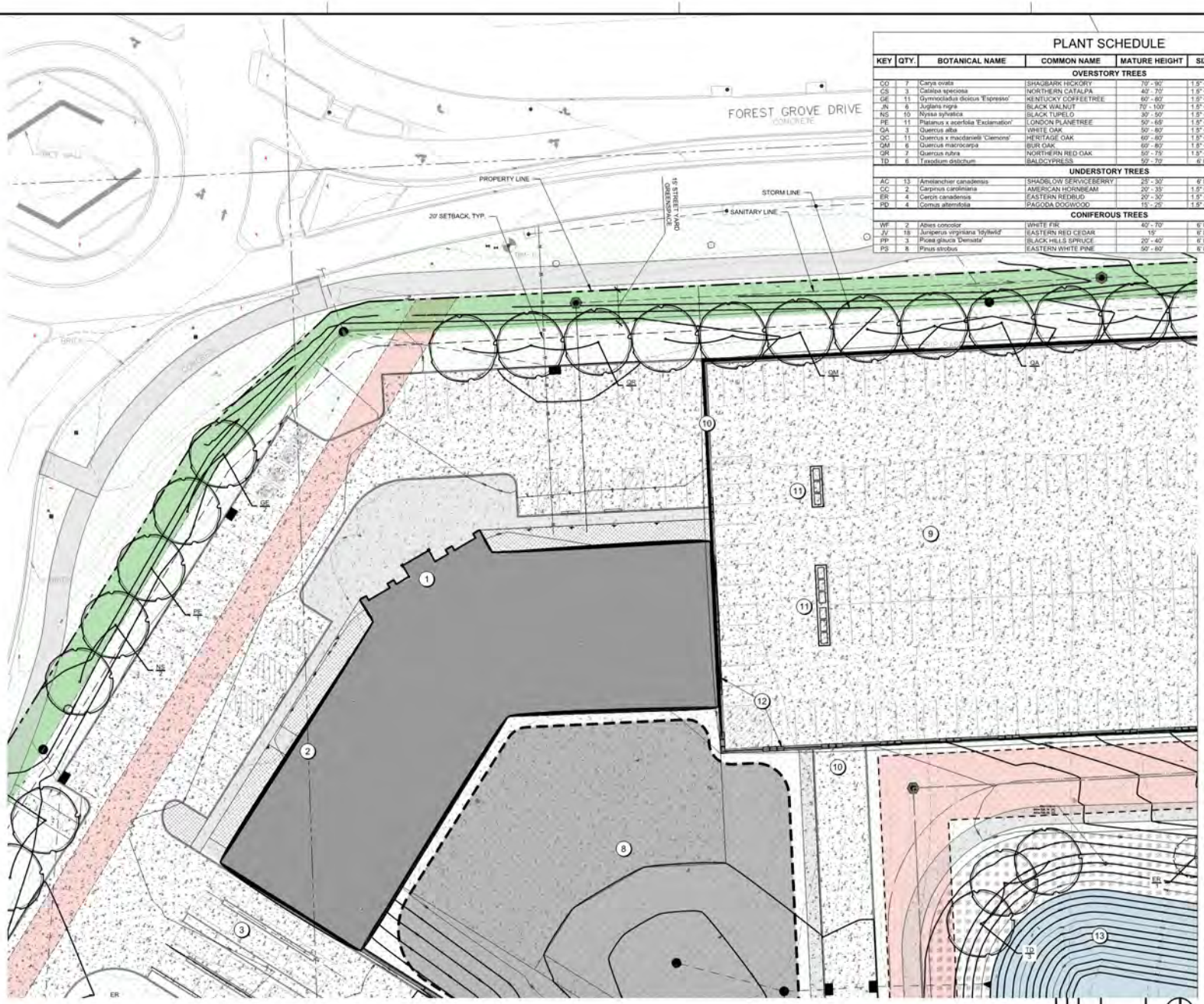
TODD GIPPLE
QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project Number:	24327
Issue:	LANDSCAPE PLAN - DRAFT
Date:	2024-07-30

LANDSCAPE PLAN ENLARGEMENT

L101

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PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	SIZE	ROOT	SPACING & REMARKS
OVERSTORY TREES							
CO	7	Carya ovata	SHAGBARK HICKORY	70' - 90'	1.5" CAL.	B&B	AS SHOWN ON PLAN
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GE	11	Gymnocladus dioicus 'Espresso'	KENTUCKY COFFEETREE	60' - 80'	1.5" CAL.	B&B	AS SHOWN ON PLAN
JN	6	Juglans nigra	BLACK WALNUT	70' - 100'	1.5" CAL.	B&B	SPECIMEN QUALITY
NS	10	Nyssa sylvatica	BLACK TUPELO	30' - 50'	1.5" CAL.	B&B	AS SHOWN ON PLAN
PE	11	Platanus x acerifolia 'Exclamation'	LONDON PLANETREE	50' - 65'	1.5" CAL.	B&B	SPECIMEN QUALITY
QA	3	Quercus alba	WHITE OAK	50' - 80'	1.5" CAL.	B&B	AS SHOWN ON PLAN
QC	11	Quercus x macdanielii 'Clemons'	HERITAGE OAK	60' - 80'	1.5" CAL.	B&B	AS SHOWN ON PLAN
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AC	13	Amelanchier canadensis	SHADBLOW SERVICEBERRY	25' - 30'	6' HT	B&B	10' O.C., MATCH, MULTI
CC	2	Carpinus caroliniana	AMERICAN HORNBEAM	20' - 35'	1.5" CAL.	B&B	15' O.C.
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PD	4	Cornus alternifolia	PAGODA DOGWOOD	15' - 25'	1.5" CAL.	B&B	SPECIMEN QUALITY
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PP	3	Picea glauca 'Densata'	BLACK HILLS SPRUCE	20' - 40'	6' HT	B&B	AS SHOWN ON PLAN
PS	8	Pinus strobus	EASTERN WHITE PINE	50' - 80'	6' HT	B&B	AS SHOWN ON PLAN

LANDSCAPE KEYNOTES

1. BANK HEADQUARTERS MAIN ENTRANCE
2. BANK BRANCH ENTRANCE
3. BANK BRANCH DRIVE-UP
4. MONUMENT SIGN
5. VISITOR ENTRANCE
6. WAYFINDING SIGNAGE
7. STAFF ENTRANCE TO LOWER LEVEL OF RAMP ACCESS CONTROLLED
8. STAFF COURTYARD - DESIGN TBD REFER TO DESIGN PRECEDENT, ATTACHED PDF
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12. IRRIGATED PLANTERS AND RAILING SYSTEM
13. RETENTION POND
14. PEDESTRIAN BRIDGE FEATURE
15. AMPHITHEATER
16. LARGE OPEN-AIR PAVILION
17. FOOD TRUCK PLAZA

GROUNDCOVER LEGEND

- TURF GRASS
- NATIVE WILDFLOWER & PRAIRIE MIX

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319.409.5401
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DESIGN REVIEW
NOT FOR CONSTRUCTION

Revision Schedule

No.	Date	Description
01	07/19/2024	PRELIMINARY LANDSCAPE PLAN SUBMITTAL

TODD GIPPLE
QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project Number:	24327
Issue	LANDSCAPE PLAN - DRAFT
Date	2024-07-30

LANDSCAPE PLAN ENLARGEMENT

L102

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LANDSCAPE KEYNOTES

1. BANK HEADQUARTERS MAIN ENTRANCE
2. BANK BRANCH ENTRANCE
3. BANK BRANCH DRIVE-UP
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GROUNDCOVER LEGEND

- TURF GRASS
- NATIVE WILDFLOWER & PRAIRIE MIX

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	SIZE	ROOT	SPACING & REMARKS
OVERSTORY TREES							
CO	7	Carya ovata	SHAGBARK HICKORY	70' - 90'	1.5" CAL	B&B	AS SHOWN ON PLAN
CS	3	Catalpa speciosa	NORTHERN CATALPA	40' - 70'	1.5" CAL	B&B	AS SHOWN ON PLAN
GE	11	Gymnocladus dioicus 'Espresso'	KENTUCKY COFFEETREE	60' - 80'	1.5" CAL	B&B	AS SHOWN ON PLAN
JN	6	Juglans nigra	BLACK WALNUT	70' - 100'	1.5" CAL	B&B	SPECIMEN QUALITY
NS	10	Nyssa sylvatica	BLACK TUPELO	30' - 50'	1.5" CAL	B&B	AS SHOWN ON PLAN
PE	11	Platanus x acerifolia 'Exclamation'	LONDON PLANETREE	50' - 65'	1.5" CAL	B&B	SPECIMEN QUALITY
QA	3	Quercus alba	WHITE OAK	50' - 80'	1.5" CAL	B&B	AS SHOWN ON PLAN
QC	11	Quercus x macdanielii 'Clemons'	HERITAGE OAK	60' - 80'	1.5" CAL	B&B	AS SHOWN ON PLAN
QM	6	Quercus macrocarpa	BUR OAK	60' - 80'	1.5" CAL	B&B	SPECIMEN QUALITY
QR	7	Quercus rubra	NORTHERN RED OAK	50' - 75'	1.5" CAL	B&B	AS SHOWN ON PLAN
TD	6	Taxodium distichum	BALDCYPRESS	50' - 70'	6" HT	B&B	SPECIMEN QUALITY
UNDERSTORY TREES							
AC	13	Amelanchier canadensis	SHADBLOW SERVICEBERRY	25' - 30'	6' HT	B&B	10' O.C. MATCH, MULTI
CC	2	Carpinus caroliniana	AMERICAN HORNBEAM	20' - 35'	1.5" CAL	B&B	15' O.C.
ER	4	Cercis canadensis	EASTERN REDBUD	20' - 30'	1.5" CAL	B&B	15' O.C. MATCH
PO	4	Cornus alternifolia	PAGODA DOGWOOD	15' - 25'	1.5" CAL	B&B	SPECIMEN QUALITY
CONIFEROUS TREES							
WF	2	Abies concolor	WHITE FIR	40' - 70'	6' HT	B&B	AS SHOWN ON PLAN
JV	18	Juniperus virginiana 'Idyllwild'	EASTERN RED CEDAR	15'	6' HT	B&B	SPECIMEN QUALITY
PP	3	Picea glauca 'Densata'	BLACK HILLS SPRUCE	20' - 40'	6' HT	B&B	AS SHOWN ON PLAN
PS	8	Pinus strobus	EASTERN WHITE PINE	50' - 80'	6' HT	B&B	AS SHOWN ON PLAN

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DESIGN REVIEW
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No.	Date	Description
01	07/19/2024	PRELIMINARY LANDSCAPE PLAN SUBMITTAL

TODD GIPPLE
QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project Number: 24327
Issue: LANDSCAPE PLAN - DRAFT
Date: 2024-07-30

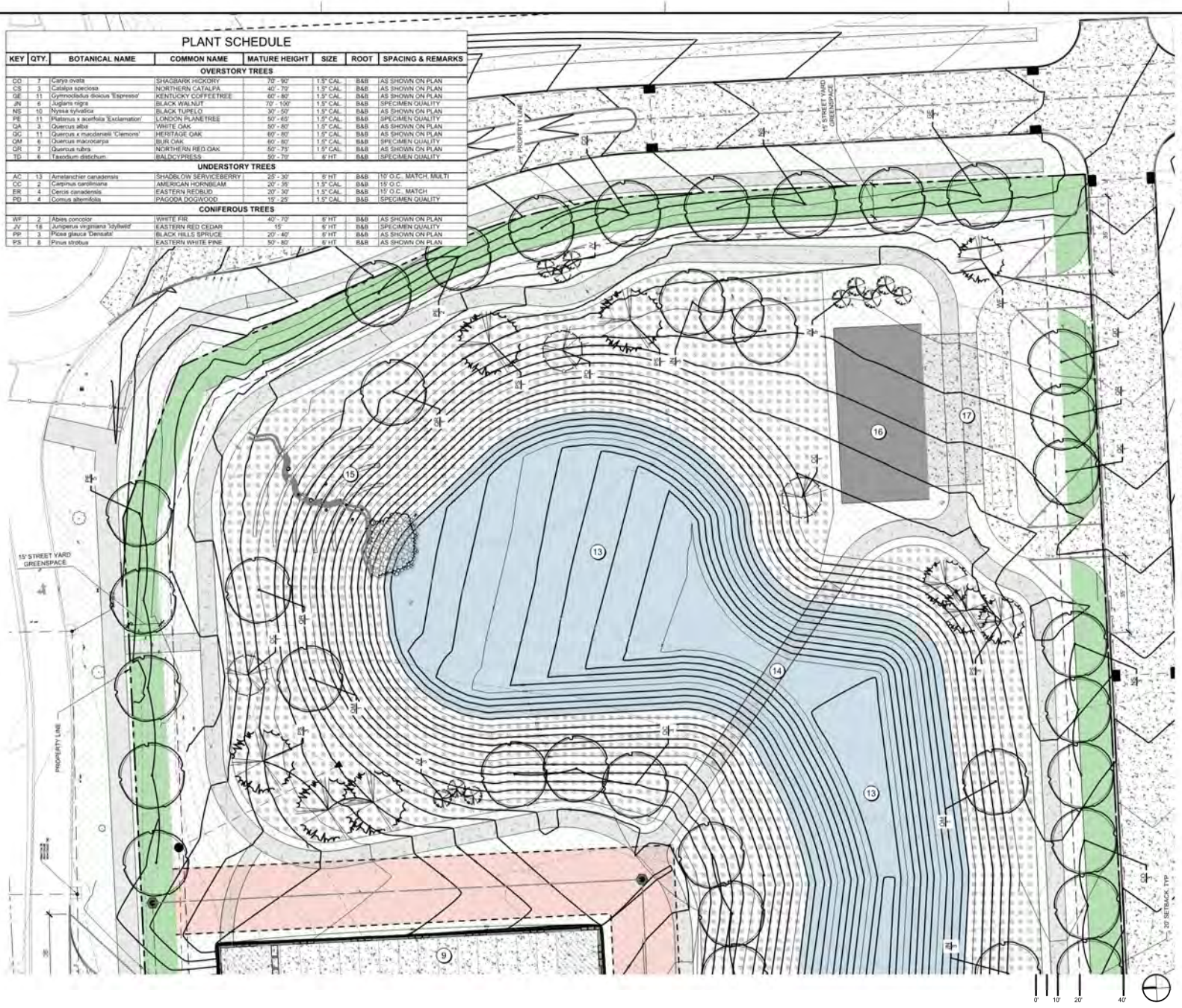
LANDSCAPE PLAN ENLARGEMENT

L103

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PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	SIZE	ROOT	SPACING & REMARKS
OVERSTORY TREES							
CO	7	Carya ovata	SHAGBARK HICKORY	70' - 90'	1.5" CAL	B&B	AS SHOWN ON PLAN
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GE	11	Gymnocladus dioicus 'Espresso'	KENTUCKY COFFEETREE	60' - 80'	1.5" CAL	B&B	AS SHOWN ON PLAN
JN	6	Juglans nigra	BLACK WALNUT	70' - 100'	1.5" CAL	B&B	SPECIMEN QUALITY
NS	10	Nyssa sylvatica	BLACK TUPELO	30' - 50'	1.5" CAL	B&B	AS SHOWN ON PLAN
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AC	13	Amelanchier canadensis	SHADBLOW SERVICEBERRY	25' - 30'	6' HT	B&B	10' O.C., MATCH, MULTI
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TODD GIPPLE
QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project Number:	24327
Issue:	LANDSCAPE PLAN - DRAFT
Date:	2024-07-30

LANDSCAPE PLAN ENLARGEMENT

L104

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PLANT PALETTE

OVERSTORY TREES

Carya ovata Shagbark Hickory



Native

Catalpa speciosa Northern Catalpa



Native

Gymnocladus dioicus 'Espresso' Kentucky Coffeetree



Native Cultivar

Juglans nigra Black Walnut



Native

Nyssa sylvatica Black Tupelo



Adapted

Platanus x acerfolia 'Exclamation' London Planetree



Adapted

Quercus alba White Oak



Native

Quercus x macdanielii 'Clemons' Heritage Oak



Native Cultivar

Quercus macrocarpa Bur Oak



Native

Quercus rubra Northern Red Oak



Native

Taxodium distichum Bald Cypress



Non-Native

CONIFEROUS TREES

Abies concolor White Fir



Adapted

Juniperus virginiana 'Idyllwild' Eastern Red Cedar



Native Cultivar

Picea glauca v. densata Black Hills Spruce



Adapted

Pinus strobus Eastern White Pine



Native

UNDERSTORY TREES

Amelanchier canadensis Shadblow Serviceberry



Native

Carpinus caroliniana American Hornbeam



Native

Cercis canadensis Eastern Redbud



Native

Cornus alternifolia Pagoda Dogwood



Native

PLANT PALETTE

OAK SAVANNA - TRANSITIONS







Tall (24 - 54")

Tallgrass Savanna







Medium (18 - 36")

Shortgrass Savanna







Short (2 - 24")

Savanna Fringe



Tallgrass Woods
Seed Mix
24 - 54"



Shortgrass Woods
Seed Mix
18 - 36"



Low Grow Grass
Seed Mix
12 - 24"



Fine Fescue Lawn
Seed Mix
2 - 6"

DESIGN PRECEDENTS



DESIGN PRECEDENTS



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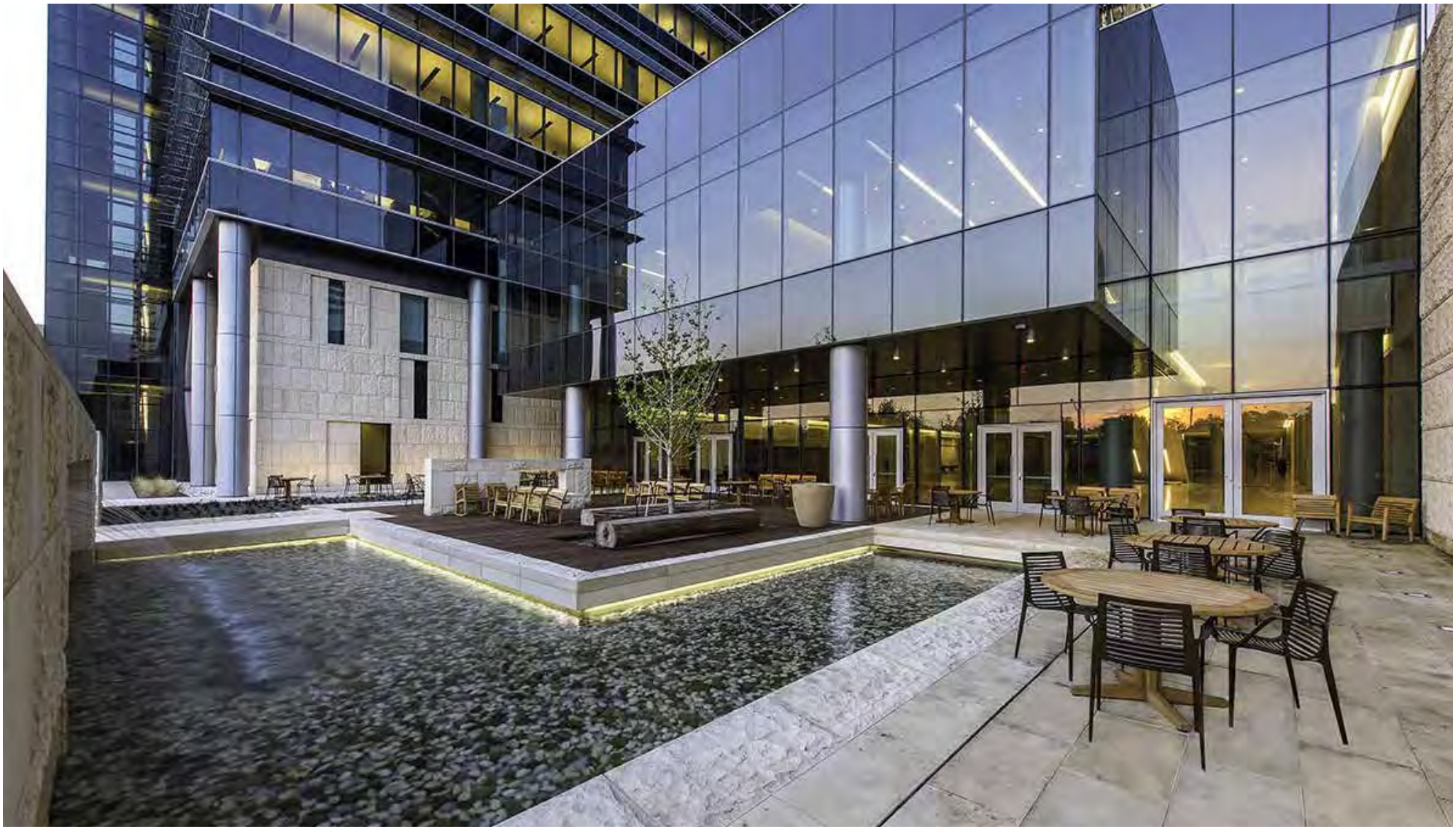
DESIGN PRECEDENTS



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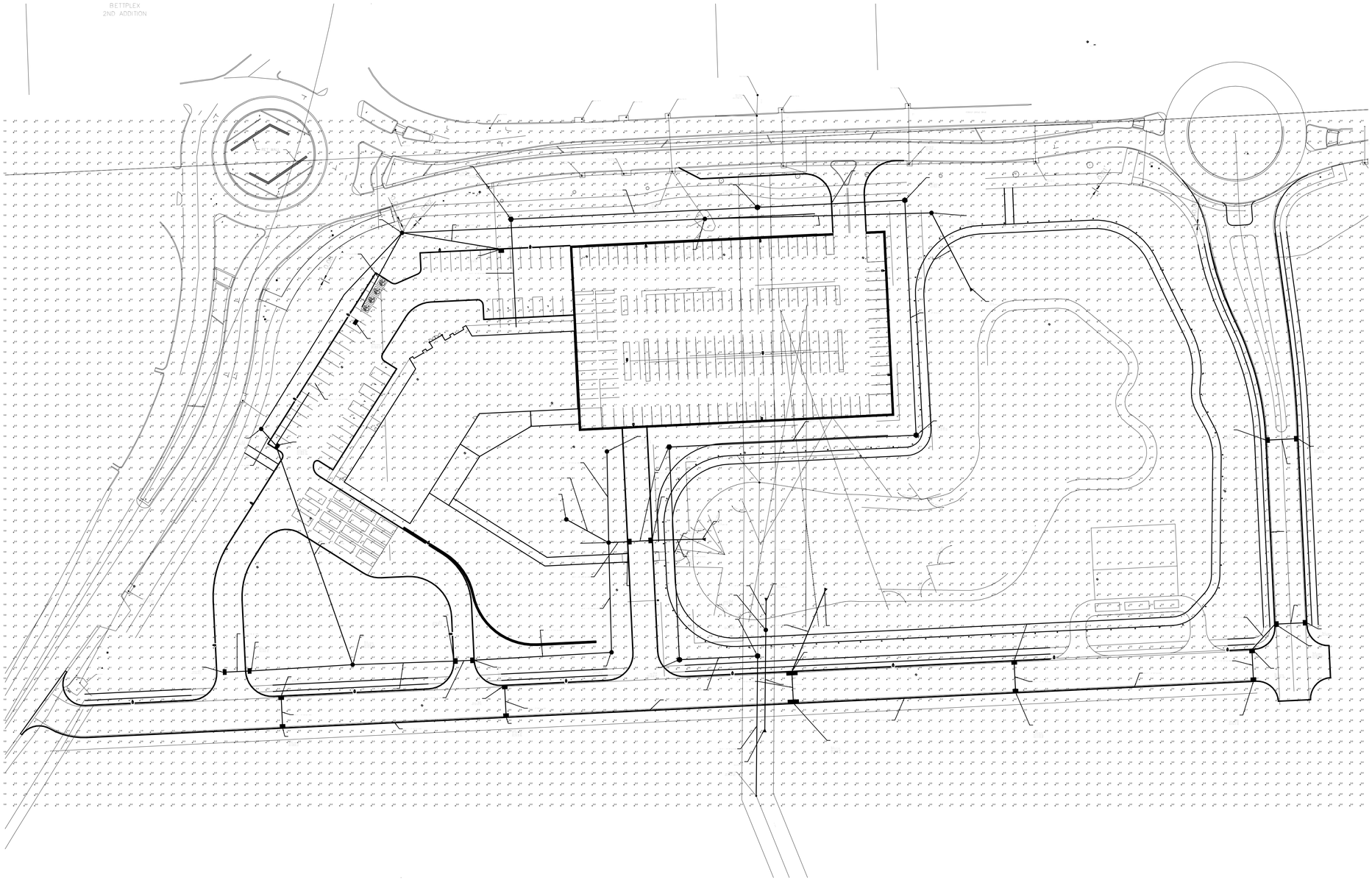


DESIGN PRECEDENTS



DESIGN PRECEDENTS





1 SITE - ELECTRICAL - LIGHTING CALCULATIONS

1" = 50'-0"

NORTH

NOT FOR CONSTRUCTION

ARCHITECT:
streamline ARCHITECTS
www.streamlinearchitects.com

ENGINEER:
IMEG

LANDSCAPE ARCHITECT:
CONFLUENCE

NO.	DESCRIPTION	DATE

TODD GIPPLE

QCBT - QCRH HEADQUARTERS
BETTENDORF, IA

Project number	22-047
Date	**07/29/2024**
Drawn by	**JERVET**
Checked by	**Checker**

SITE - ELECTRICAL - LIGHTING CALCULATIONS

L010

IMEG
623 26TH AVENUE
ROCK ISLAND, IL 61201
P: 309.788.0673 F: 309.786.5967
www.imegcorp.com

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0 1 2 3
REF. SCALE IN INCHES PROJECT #TBD

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August 28, 2024

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 Lot 1, Competition Corner First Addition, submitted by Laura Ezikian for Quad City Bank & Trust. (Case 24-058)

Honorable Mayor and Members of the City Council:

On August 21, 2024, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named site development plan request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

10. Case 24-058; Site Development Plan for Lot 1, Competition Corner First Addition, submitted by Kevin Koellner for Focus Real Estate Development. (Staff: Beswick)

Beswick reviewed the staff report.

Ormsby asked how many employees would occupy the building. Andrew Dasso, architect for the project, explained that there is an immediate need for space for 300 employees and that the 10-year projection is for 400 employees. He added that the number includes full-time, remote, and workers who may have offices in more than one location.

> On motion by Ormsby, second by Gibson, that the site development plan for Lot 1, Competition Corner First Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: September 3, 2024

REQUESTED BY: Chris Curran, City Attorney

Item Title

Resolution to approve a settlement and Release.

Explanation

The City of Bettendorf (the "City") is a defendant in a lawsuit arising out of a car accident involving a City of Bettendorf police officer that occurred on May 15, 2021. Through the City's insurance provider (ICAP), the City engaged outside counsel, Mike Richards from Dentons Davis Brown, to defend the City in the lawsuit. Due to the nature of this litigation and the risk and cost of protracted litigation, Mr. Richards, the City Attorney, ICAP, and staff contend a that a settlement is in the best interest of the City. The City's cost of settlement is covered by insurance, subject to the City's insurance deductible of $10,000.00.

The settlement and Release settle all claims against the City under the lawsuit. The City is not admitting liability. The settlement amount has been negotiated among the parties and all are agreeable as a compromise settlement of disputed claims.

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

N/A

List Attachments

- Resolution
- Release

RESOLUTION _____ - 24

RESOLUTION TO APPROVE SETTLEMENT AND RELEASE

WHEREAS, on May 15, 2021, Shelby Van Zummeren's 2020 GMC Terrain was involved in a crash with a 2017 Chevrolet Police Tahoe being operated by a City of Bettendorf police officer (the "Accident");

WHEREAS, the City of Bettendorf (the "City") is a defendant in a lawsuit relating to the Accident, specifically identified as: *Shelby Van Zummeren v. City of Bettendorf*, Case No. LACE136299*,* (the "Lawsuit"), as further described in the settlement and general release included with council materials for this City Council meeting dated September 3, 2024 (the "Release".)

WHEREAS, the City, through its insurance provider, the Iowa Communities Assurance Pool ("ICAP"), has engaged outside counsel to defend the City in the Lawsuit;

WHEREAS, it is determined that it is in the best interest of the City to enter into a settlement and Release for the Lawsuit;

WHEREAS, it is determined by the City Council to be a public necessity to enter the settlement and Release for the Lawsuit to avoid the risk and cost of protracted litigation;

WHEREAS, the settlement and Release for the Lawsuit does not admit liability by the City, and all settlement expense of the City is covered by insurance, subject to the City's insurance deductible. After consultation among legal representation for the City, ICAP, the City Attorney, and City representatives, it has been determined that the most efficient and best option is to settle the claim against the City and to enter a settlement and Release for the Lawsuit. The settlement amount has been negotiated among the parties and all are agreeable as a compromise settlement of disputed claims.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that the settlement and Release for the Lawsuit (materially conforming to the version included in the council materials for this City Council meeting dated September 3, 2024) is hereby approved, and the Mayor and/or City Administrator is authorized to sign the Release for the Lawsuit.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2024.

_____
Mayor Robert S. Gallagher

ATTEST:

_____
Decker P. Ploehn, City Clerk

GENERAL RELEASE

The undersigned, Shelby Van Zummeren, (referred to hereafter as "Claimant") hereby enters into this General Release ("Release") and states as follows:

1. Claimant, in consideration of the payment totaling the sum of One Hundred and Twenty Five Thousand Dollars ($125,000.00), does fully release and forever discharge the City of Bettendorf, Iowa, Iowa Communities Assurance Pool (ICAP), Sedgwick Claims Management Services, Inc., Public Entity Risk Services of Iowa (PERSI), and each of its/their owners, members, employees, directors, supervisors, officers, police officers, elected officials, volunteers, attorneys, agents, and assigns, including all subsidiary, parent, and affiliate entities ("Released Parties") from any and all liability for any claims, allegations and/or damages arising out of or related to the motor vehicle accident which occurred on May 15, 2021 ("Incident"), and which was the subject of a lawsuit filed by Claimant pending in the Iowa District Court for Scott County, case no. LACE136229 styled *Shelby Van Zummeren v. City of Bettendorf* ("Lawsuit"), and any other claims, injuries or damages arising out of or related to these allegations. This Release is meant to release liability for all common law, statutory, federal, state, and other causes of action, including all damage claims of any sort, attorney's fees, and costs which Claimant may have or claim to have as of the date of this Release against Released Parties arising out of or related to the Incident, including but not limited to all claims and causes of action which were, or could have been, asserted against Released Parties in the Lawsuit.

2. Claimant is solely responsible for any and all tax liability related to this payment and will defend, indemnify, and hold harmless the Released Parties from any such tax liability.

3. Claimant recognizes that the Released Parties will comply with the Iowa Open Records Act, to the extent it applies.

4. This Release is executed as a compromise settlement of disputed claims. The Released Parties deny that they have done anything improper, negligent, or unlawful concerning the incidents described in this Release, and this Release does not constitute an admission of liability on the part of any person or entity, nor can it be used in an attempt to establish liability in any matter or proceeding. No other promises have been made by the Released Parties, or by any person or entity acting on their behalf. This Release covers all injuries and damages whether presently known or not arising out of or related to the Incident.

5. Claimant represents that neither Medicare nor Medicaid made any conditional payments on behalf of the Claimant arising out of or related to the Incident.

6. Claimant agrees to satisfy with the proceeds of this settlement all liens and third-party interests against the settlement sum arising out of or related to the Incident, including but not limited to claims by Optum pursuant to UnitedHealthcare's ERISA plan, any other insurers, any medical treaters or providers who treated Claimant for injuries allegedly associated with the Incident, and any other individuals who have liens or third-party interests against the settlement sum. Claimant further agrees to defend, indemnify, and hold harmless the Released Parties from any claims or interests that are asserted by any third-party arising out of or related to any such liens or third-party interests. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses. Claimant further represents that no claims have been assigned to any other person or entity.

7. Claimant is executing this Release solely upon Claimant's own knowledge, belief, and judgment and not upon any representation made by the Released Parties. Claimant acknowledges that they consulted with an attorney of their choice regarding the legal effect of this

Release prior to signing it, and Claimant understands and voluntarily agrees to the terms in this Release.

8. Claimant shall dismiss with prejudice all the claims in the Lawsuit against the Released Parties within seven days of receiving the settlement funds.

9. This Release constitutes the entire agreement between Claimant and the Released Parties. It supersedes all prior releases and understandings, whether oral or written, relating to Incident described in this Release.

10. It is the intent of Claimant and the Released Parties to end any dispute between them pertaining to the matters described in this Release. This Release should be broadly construed to achieve this intent.

11. The terms, provisions, representations, and remedies contained in this Release shall be enforceable to the fullest extent permitted by law. If any term of this Release is found to be invalid or unenforceable, then the remaining provisions of this Release other than those which have been held invalid, illegal, or unenforceable, shall not be affected or impaired and shall remain in full force and effect.

12. This Release will not be construed either in favor of one party or against one party, but rather pursuant to the fair and reasonable interpretation of the language used.

13. This Release shall be interpreted pursuant to Iowa law.

14. **<u>CAUTION</u>: THIS IS A RELEASE. READ BEFORE SIGNING.**

SIGNATURES TO FOLLOW ON NEXT PAGE

SHELBY VAN ZUMMEREN

_____

(Signature)

_____

(Date)

COUNCIL LETTER

MEETING DATE: September 3, 2024

REQUESTED BY: Kathleen Richlen, HR Director

Item Title

Resolution approving the Civil Service List submitted for the Building Maintenance Assistant position in the Public Works Department.

Explanation

Due to a voluntary resignation, the position is currently vacant. The City conducted the recruitment process and received fourteen (14) applications. Through testing, the Civil Service Commission interviewed one (1) applicant and created list with that applicant.

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

The Building Maintenance Assistant position is a full-time union position with a current salary range of $47,893 to $70,046 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 - 24

RESOLUTION APPROVING THE CIVIL SERVICE LIST SUBMITTED FOR THE BUILDING MAINTENANCE ASSISTANT 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 August 21, 2024 for the Building Maintenance Assistant position is hereby approved.

PASSED, APPROVED and ADOPTED this 3rd day of September, 2024.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

August 21, 2024

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following are eligible for the position of Building Maintenance Assistant – Public Works.

1. Joseph Fox

This certified list will expire August 20, 2025.

Respectfully,

Ralph W. Heninger
Civil Service Commissioner

Jean Z. Dickson
Civil Service Commissioner

Matthew Debisschop
Civil Service Commissioner

COUNCIL LETTER

MEETING DATE: September 3, 2024

REQUESTED BY: Kathleen Richlen, HR Director

Item Title

Resolution approving the Civil Service List submitted for the Community Engagement Specialist position in the Economic Development Department.

Explanation

Through the budget process, the Community Engagement Specialist position was approved. The City conducted the recruitment process and received twenty-two (22) applications. Through review of applications and testing, the Civil Service Commission interviewed four (4) applicants and created list of two applicants.

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

The Community Engagement Specialist position is a full-time, non-union position with a current salary range of $55,986 to $81,516 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 - 24

RESOLUTION APPROVING THE CIVIL SERVICE LIST SUBMITTED FOR THE COMMUNITY ENGAGEMENT SPECIALIST POSITION IN THE ECONOMIC DEVELOPMENT DEPARTMENT

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List approved on August 21, 2024 for the Community Engagement Specialist position is hereby approved.

PASSED, APPROVED and ADOPTED this 3rd day of September, 2024.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

August 21, 2024

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following are eligible for the position of Community Engagement Specialist – Economic Development.

1. Kady Riches
2. Danielle Ellis

This certified list will expire August 20, 2025.

Respectfully,

Ralph W. Heninger
Civil Service Commissioner

Jean Dickson
Civil Service Commissioner

Matthew Debisschop
Civil Service Commissioner

COUNCIL LETTER

MEETING DATE: September 3, 2024

REQUESTED BY: Michelle Spencer, Sr. Admin. Assistant

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 Here's the Scoop have submitted the necessary documentation to issue the respective license and/or permits as required by City of Bettendorf's City Code, Title 3, Chapter 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

RESOLUTION _____- 24

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:

Here's the Scoop (annual license)

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Bettendorf City Code, Title 3, Chapter 13, the aforementioned renewals and/or requests is hereby approved.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2024

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: September 3, 2024

REQUESTED BY: Michelle Spencer, Sr. Admin. Assistant

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 applicant for Sports Fans Pizza, Central Standard, Expo Liquor, Kwik Trip #1039 (Middle Rd location), Ting's Asian Fusion, Edison's Raw Bar, Twin Span Brewing, and Live Uncommon 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 _____- 24

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:

License renewals for Sports Fans Pizza, Central Standard, Expo Liquor, Kwik Star #1039 (Middle Rd), a new license for Ting's Asian Fusion, an extended outdoor service area for Edison's Raw Bar (Fall Fest, Sept 28) and Twin Span Brewing (Young Life Fundraiser, Sept 29), and temporary license for Live Uncommon (Children's Therapy Center Bass Tournament, Sept 21)

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Iowa Code Chapter 123 the applications be approved; and

BE IT FURTHER RESOLVED that the City Clerk is herewith directed to certify to the Iowa Department of Commerce, Alcoholic Beverages Division, the City Council's approval of said applications.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2024

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Robert S. Gallagher, Mayor

ATTEST:

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Decker P. Ploehn, City Clerk

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
ICMA RETIREMENT TRUST - 457	8/28/2024	127027	8/28/2024	JE2500441	(65,213.10)	VOID - should be a wire	1001 - General Fund	0000 - Balance Sheet		1001-0000-20001
TECH LOGIC CORP.	8/22/2024	127017	8/22/2024	JE2500380	(8,671.59)	VOID	1001 - General Fund	0000 - Balance Sheet		1001-0000-20001
WAGEWORKS	8/20/2024	2500090	8/19/2024	INV6884898	8,609.90	FLEX CLAIMS	1001 - General Fund	0000 - Balance Sheet		1001-0000-20502
					(65,274.79)			**Balance Sheet Subtotal**		
BI-STATE REGIONAL COMMISSION	9/4/2024	127053	8/20/2024	0011329	32.90	CEO/CAO Mtg Mayor Gallagher & City Administrator D. Ploehn 8/16/24	1001 - General Fund	0101 - Mayor & Council: Mayor & Council		1001-0101-53004
EDMUND C. GRABER	9/4/2024	127060	8/26/2024	082624	1,832.00	Consulting Services for August 1-31, 2024	1001 - General Fund	0101 - Mayor & Council: Mayor & Council		1001-0101-55013
GLASS BLAST	9/4/2024	127066	8/14/2024	109065	109.00	PV Girls Softball Recognition Plaque	1001 - General Fund	0101 - Mayor & Council: Mayor & Council		1001-0101-56033
HY-VEE, INC. PW & AD	9/4/2024	127071	8/8/2024	231012	75.00	Funeral Arrangement for Crossing Guard Bernie Flesher	1001 - General Fund	0101 - Mayor & Council: Mayor & Council		1001-0101-56033
HY-VEE, INC. PW & AD	9/4/2024	127071	8/15/2024	230196	80.00	Funeral Arrangement for Family Museum Board Member, Ken Jaeke	1001 - General Fund	0101 - Mayor & Council: Mayor & Council		1001-0101-56033
SCOTT COMMUNITY COLLEGE FOUNDATION	9/4/2024	127117	8/16/2024	081624	750.00	SCC Bash 2024 Bronze Level Sponsorship	1001 - General Fund	0101 - Mayor & Council: Mayor & Council		1001-0101-55013
SCOTT COUNTY ADMINISTRATION OFFICE	9/4/2024	127118	8/21/2024	2025-00000002	150,000.00	MOU - YEAR 1 FY 2025	1001 - General Fund	0101 - Mayor & Council: Mayor & Council		1001-0101-55013
WATERFRONT DELI & RESTAURANT	9/4/2024	127136	8/20/2024	082024	186.18	Informational meeting w/Council Members Baden, Jager, & Palczynski and city staff	1001 - General Fund	0101 - Mayor & Council: Mayor & Council		1001-0101-53004
					153,065.08			**Mayor & Council Subtotal**		
CULLIGAN OF DAVENPORT	9/4/2024	127057	8/14/2024	0532848	32.45	WATER	1001 - General Fund	0202 - Finance: Finance/Accountng/Payroll		1001-0202-56007
CULLIGAN OF DAVENPORT	9/4/2024	127057	8/21/2024	0533075	14.95	WATER	1001 - General Fund	0202 - Finance: Finance/Accountng/Payroll		1001-0202-56007
ROCHESTER ARMORED CAR CO., INC.	9/4/2024	127114	7/31/2024	153724	281.58	ARMORED CAR TRANSPORT	1001 - General Fund	0202 - Finance: Finance/Accountng/Payroll		1001-0202-55081
SCOTT COUNTY TREASURER	8/21/2024	127007	7/1/2024	646124	1,964.00	FULL TAXES 841505103-L3	1001 - General Fund	0202 - Finance: Finance/Accountng/Payroll		1001-0202-55018
VESTIS	9/4/2024	127133	8/19/2024	6150410639	29.98	FIRST AID	1001 - General Fund	0202 - Finance: Finance/Accountng/Payroll		1001-0202-56007
VESTIS	9/4/2024	127133	8/26/2024	6150414161	29.98	FIRST AID	1001 - General Fund	0202 - Finance: Finance/Accountng/Payroll		1001-0202-56007
					2,352.94			**Finance Subtotal**		
K & K HARDWARE	8/28/2024	127020	7/16/2024	252011	106.91	paint and a lock	1001 - General Fund	0311 - Police: Police Patrol		1001-0311-56007
RAY O'HERRON CO.INC.	9/4/2024	127109	8/15/2024	2359974	981.78	Uniforms - Lewis-Bresnahan	1001 - General Fund	0311 - Police: Police Patrol		1001-0311-52009
RAY O'HERRON CO.INC.	9/4/2024	127109	8/16/2024	2360335	208.82	Uniforms - Lewis-Bresnahan	1001 - General Fund	0311 - Police: Police Patrol		1001-0311-52009
TOTAL DETAILING AUTO SPA, LLC	9/4/2024	127128	8/1/2024	080124STMNT	76.85	501271, 501279, HXS020	1001 - General Fund	0311 - Police: Police Patrol		1001-0311-54004
K & K HARDWARE	8/28/2024	127020	7/16/2024	252062	7.58	Dist Water	1001 - General Fund	0313 - Police: Detective Bureau		1001-0313-56007
SCOTT COUNTY SHERIFF'S OFFICE	9/4/2024	127120	7/31/2024	2025-00000005	2,550.00	July 2024 Booking Fees	1001 - General Fund	0315 - Police: Police Support Services		1001-0315-55081
K & K HARDWARE	8/28/2024	127020	7/17/2024	252108	7.99	choke cleaner	1001 - General Fund	0318 - Police: ERU		1001-0318-56004
K & K HARDWARE	8/28/2024	127020	7/17/2024	252107	9.98	spark plug	1001 - General Fund	0318 - Police: ERU		1001-0318-56004
RAY O'HERRON CO.INC.	9/4/2024	127109	8/22/2024	2361521	5,592.00	ERU Helmets Quote# 3195051 Vendor item no. -77-HH-12222110	1001 - General Fund	0318 - Police: ERU		1001-0318-56004
					9,541.91			**Police Subtotal**		
RACOM	9/4/2024	127107	8/26/2024	INV21605	971.00	Siren Speaker / Adm 5	1001 - General Fund	0401 - Fire: Fire Administration		1001-0401-54004
FERREL'S FAB WELDING SERVICE	9/4/2024	127064	7/23/2024	1351	1,525.57	Welding Props / TC	1001 - General Fund	0410 - Fire: Fire Training		1001-0410-54001
FERREL'S FAB WELDING SERVICE	9/4/2024	127064	8/13/2024	1359	1,425.83	Welding / TC Containers	1001 - General Fund	0410 - Fire: Fire Training		1001-0410-54001
FOL-DA TANK	9/4/2024	127065	8/15/2024	142834	50.00	RIT Masks Extended Straps / T2	1001 - General Fund	0411 - Fire: Fire Suppression		1001-0411-56004
K & K HARDWARE	9/4/2024	127078	8/26/2024	372379	30.00	Wood for Forcible Entry Prop	1001 - General Fund	0411 - Fire: Fire Suppression		1001-0411-53003
MACQUEEN EQUIPMENT	9/4/2024	127085	8/15/2024	P34275	460.29	MSA Facepiece and Facepiece Bag	1001 - General Fund	0411 - Fire: Fire Suppression		1001-0411-56004
MACQUEEN EQUIPMENT	9/4/2024	127085	8/23/2024	P01695	2,804.88	SCBA Flow Tests	1001 - General Fund	0411 - Fire: Fire Suppression		1001-0411-54006
RILCO SAFETY SUPPLY	9/4/2024	127112	8/15/2024	RSS10479	72.00	Safety Glasses	1001 - General Fund	0411 - Fire: Fire Suppression		1001-0411-52009
HEIMAN FIRE EQUIPMENT, INC.	9/4/2024	127070	8/22/2024	0934591-IN	60.83	Disposable Blankets / Marine 1	1001 - General Fund	0413 - Fire: Ems/Rescue		1001-0413-56010
MOLO OIL COMPANY	9/4/2024	127092	8/21/2024	0047484-IN	166.37	Floor Dry	1001 - General Fund	0414 - Fire: Hazardous Material		1001-0414-56022
IOWA AMERICAN WATER COMPANY	9/4/2024	127074	7/23/2024	144400JUL24	226.81	Water Usage (July) ST4	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-54011
JOHNSON CONTROLS FIRE PROTECTION LP	8/21/2024	127002	8/1/2024	24252876	774.31	Fire Alarm Monitoring Contract - ST4 9/1/24-8/31/25	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-55081
K & K HARDWARE	8/21/2024	127003	8/9/2024	253728	66.09	Supplies / Red Zodiac Boat Trailer	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-56004
K & K HARDWARE	9/4/2024	127078	8/15/2024	254049	49.24	Bulbs, Drill Bit, Anchor	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-56007
K & K HARDWARE	9/4/2024	127078	8/16/2024	254142	80.34	Propane (City Picnic) Binders	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-56007
K & K HARDWARE	9/4/2024	127078	8/20/2024	254327	2.79	Key Ring / A3	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-56007
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	1,375.05	5002 CROW CREEK RD FIRE STATION 0520000014Aug24	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-54008

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	669.97	1933 SPRUCE HILLS FIRE STATION 1809077019Aug24	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	55.85	24495 VALLEY DR PLES VAL FIRE DEPT 2768069013Aug24	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-54008
PS3 ENTERPRISES, INC	9/4/2024	127104	8/6/2024	166889	100.00	Unit Rental / Training Center July-August 2024	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-55081
SUNDBERG AMERICA LLC	9/4/2024	127123	8/21/2024	309278177	68.78	Dryer Parts / ST2	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-54006
THYMET PEST CONTROL	9/4/2024	127127	8/14/2024	149690	58.00	Monthly Service / ST2 August	1001 - General Fund	0415 - Fire: Fire General Maintenance		1001-0415-55081
					11,094.00			**Fire Subtotal**		
GRAINGER	9/4/2024	127067	8/8/2024	9209708883	889.76	air conditioner - PD gun range	1001 - General Fund	0525 - Public Works: Building Maintenance	City Hall Maint FY24/25	1001-0525-54001
K & K HARDWARE	8/28/2024	127020	7/1/2024	251043	10.99	DESK MOUNT RAIL	1001 - General Fund	0525 - Public Works: Building Maintenance	Library Maint FY24/25	1001-0525-54001
K & K HARDWARE	8/28/2024	127020	7/10/2024	251635	19.99	FLAG POLE HARDWARE	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54001
K & K HARDWARE	8/28/2024	127020	7/12/2024	251816	32.43	Buckets - Maint Cent	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54001
K & K HARDWARE	8/28/2024	127020	8/8/2024	253640	26.82	SHEET METAL FOR A/C INSTALL	1001 - General Fund	0525 - Public Works: Building Maintenance	City Hall Maint FY24/25	1001-0525-54001
K & K HARDWARE	8/28/2024	127020	8/12/2024	253786	22.14	WALL PLATES	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54001
KONE INC.	9/4/2024	127079	8/1/2024	871430649	214.34	Elevator Maint agreement - City Hall	1001 - General Fund	0525 - Public Works: Building Maintenance	City Hall Maint FY24/25	1001-0525-54001
KONE INC.	9/4/2024	127079	8/1/2024	871430649	428.70	Elevator Maint agreement - Library (x2)	1001 - General Fund	0525 - Public Works: Building Maintenance	Library Maint FY24/25	1001-0525-54001
KONE INC.	9/4/2024	127079	8/1/2024	871430649	214.34	Elevator Maint agreement - Maint Ctr	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54001
KONE INC.	9/4/2024	127079	8/13/2024	1158774129	421.92	Elevator service call - maint ctr	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54001
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	147.18	Community CenterAlcoholics Anonymous 0948077018JUL24	1001 - General Fund	0525 - Public Works: Building Maintenance	Com Ctr Main FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	921.84	Community Center - Bldg 0969077019JUL24	1001 - General Fund	0525 - Public Works: Building Maintenance	Com Ctr Main FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	13.07	CC Pk Garage Pk Maintby PW building 2628077011JUL24	1001 - General Fund	0525 - Public Works: Building Maintenance	Parks Bldg Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.23	5939 FOREST GROVE SPEED SIGN 0033042051Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	28.29	6160 FOREST GROVESIREN 0066118026Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	2235 18TH ST SPEED SIGN 0227015128Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	19.83	3800 HOPEWELL AV SIREN 0294104008Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	6405 CROW CREEKSPEED SIGN 0458134029Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	12.94	580 BELMONT RD SIREN 0874092000Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	6163 CROW CREEKSPEED SIGN 1109158001Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	13.07	4403 DEVILS GLEN RD UTILITIES 1151140012Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	59.57	6721 FOREST GROVE RDSPEED SIGN 1263125143Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	6,447.10	1609 STATE ST UTILITIES 1410077011Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	City Hall Maint FY24/25	1001-0525-54008

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	124.26	935 21ST ST TOWER 1620077016Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	54.61	2850 18TH - FAYE'S FIELD 1873064001Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Library Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	23.89	3311 CENTRAL AV SIREN 2340117004Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	1730 18TH ST SPEED SIGN 2481112030Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	7,084.06	4403 DEVILS GLEN RD UTILITIES 2607077010Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	23.89	710 14TH ST SIREN 2649077012Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	13.86	1423 HILLSIDE SIREN 3556024003Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.11	3025 CENTRAL AVE SPEEDSIGN 4567141006Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	1640 MISSISSIPPI BVSPEED SIGN 5177129000Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	199.58	5860 MIDDLE RD, AERATORS 5232147028Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	8,309.75	2950 LEARNING CAMPUS DR UTILITIES 5563075014Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Library Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	1417 18TH ST SPEED SIGN 6555102004Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	2518 18TH ST SPEED SIGN 6919127003Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	11.54	1738 GRANT ST 9324072027Aug24	1001 - General Fund	0525 - Public Works: Building Maintenance	Other Bldgs Maint FY24/25	1001-0525-54008
MULGREW OIL & PROPANE	9/4/2024	127094	8/15/2024	1483063	54.02	#1 diesel fuel - maint ctr	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54001
MULGREW OIL & PROPANE	9/4/2024	127094	8/15/2024	1483061	90.49	#1 diesel fuel - generator city hall	1001 - General Fund	0525 - Public Works: Building Maintenance	City Hall Maint FY24/25	1001-0525-54001
MULGREW OIL & PROPANE	9/4/2024	127094	8/15/2024	1483052	180.93	diesel fuel #2 - maint cent	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54001
MULGREW OIL & PROPANE	9/4/2024	127094	8/15/2024	1483050	302.23	#2 diesel fuel - generator city hall	1001 - General Fund	0525 - Public Works: Building Maintenance	City Hall Maint FY24/25	1001-0525-54001
RAYNOR DOOR CO., INC. OF THE QC	9/4/2024	127110	8/16/2024	141831	255.00	E-10 Garage door Cable repair - Maint Ctr	1001 - General Fund	0525 - Public Works: Building Maintenance	Maint Ctr Maint FY24/25	1001-0525-54001
RAYNOR DOOR CO., INC. OF THE QC	9/4/2024	127110	8/19/2024	141858	193.00	garage door button repair -- city hall	1001 - General Fund	0525 - Public Works: Building Maintenance	City Hall Maint FY24/25	1001-0525-54001
ADEL WHOLESALERS, INC.	9/4/2024	127050	8/15/2024	2139589	40.00	Repairs to valve	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-56007
BOYLERS ORNAMENTAL IRON, INC.	9/4/2024	127054	8/16/2024	081624	29.52	pipe for docks	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-56007
K & K HARDWARE	8/21/2024	127003	7/29/2024	252845	67.96	Cable Tie	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-56007
LIGHTING MAINTENANCE INC.	9/4/2024	127081	8/7/2024	15253	818.50	Light Repair - Parks	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-55081
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	10.00	Eagles Landing Shelter 0045153004JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	13.72	Dog Park Lights 0322079001JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	11.14	Lincoln Park Splash Pad 0400125000JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	252.08	CC Park DekHockey 0408058021JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	12.04	Middle Park Gazebo 0459012030JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	27.04	6000 Forest Grove Rd 0632145009JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	26.38	CC Pk Entrance RestroomAlcoa Grant Building 0763124005JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	20.04	CC Park Lights Field 7 0839154004JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	24.78	Scheck Park Shelter &Security Lights 0927077017JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	45.57	VMP Band Shell 1032077013JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	31.46	Park Lagoon North FountainHouse East Pole 1179077017JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	51.25	DG Park Garage 1200077016JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	309.56	DG Park Baseball Field 1221077017JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	24.56	DG Park Stone House 1242077018JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	26.82	Leach Park 1263077019JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	34.96	Edgewood Park 1305077018JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	97.50	CC Park Lights Field 5 1331090009JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	862.65	Riverfront Trail Lights 1363053047JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	30.77	CC Park Lights 4 Plex 1368027009JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	13.39	Leach Park 1452077013JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	1,082.16	Street Lights Parks Dept 1746077019JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	122.13	DG Park Archery Bldg 1767077010JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	31.47	Park Lagoon WarmingHouse Lights 1788077011JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	19.14	Meier Park 600 GrantStreet 1872077013JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	15.08	Bush Scenic Overlook 2031156000JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	116.15	CC Park Lights Field 1 2040077019JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	35.36	CC Park Shelter 3 andRR at Field 5 2061077010JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	12.26	CC Park Irrigation andSoccer shelter 2082077011JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	11.81	DG Park Shelter 1 2229077029JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	15.66	CC Park 4Plex ParkingLot 2250077014JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	262.91	CC Park Garage/PumpHouse 2271077015JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	11.14	DG Shelter 1 2334077039JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	11.35	DG Park Shelter 3 2355077023JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	12.49	McManus Park 2418077016JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	28.85	CC Pk Dog Park Lights 2473159007JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	25.02	McManus Park 2586077012JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	10.56	Centennial Garden 2843096000JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	53.82	Park Lagoon South FountainWest Pole 3207166036JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	10.90	Field Sike Park 3578121009JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	11.46	Middle Pk PlaygroundShelter Lights 4755166000JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	252.52	CC Park Dekhockey &Lights Fields 2&3 5076157007JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	23.54	DG Park Restroom 5112101010JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	63.97	CC Park ConcessionStand 5718088005JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	10.00	Optimist Park 6684072018JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	71.54	Kiwanis Park 7118127018JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	30.66	Forest Grove ParkShelter 7653169001JUL24	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-54008
PETERSEN PLUMBING & HEATING	9/4/2024	127101	6/14/2024	262693R	4,500.00	Urinal Installation at Lagoon	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-55081
PETERSEN PLUMBING & HEATING	9/4/2024	127101	8/15/2024	266104S	935.77	Kiwanis repair	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-55081
PPG ARCHITECTURAL FINISHES	9/4/2024	127103	8/12/2024	945220002250	61.93	Paint for Fields	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-56007
PPG ARCHITECTURAL FINISHES	9/4/2024	127103	8/19/2024	945220002302	123.86	paint for fields	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-56025
PS3 ENTERPRISES, INC	8/21/2024	127006	6/3/2024	164148	310.00	Veterans Memorial Park	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-55081
PS3 ENTERPRISES, INC	9/4/2024	127104	8/12/2024	167937	900.00	4800 N Devils Glen Rd	1001 - General Fund	0572 - Public Works: Parks Maintenance		1001-0572-55081
					39,020.97			**Public Works Subtotal**		
SCOTT COUNTY PUBLIC LIBRARY	9/4/2024	127119	8/13/2024	BPL081324	32,595.00	2024-2025 RiverShare Fees	1001 - General Fund	0610 - Library: Circulation Services		1001-0610-55020
OCLC, INC.	9/4/2024	127099	8/15/2024	1000390286	11,698.82	07/01/2024-06/30/2025 Cataloging and Metadata Worldshare ILL	1001 - General Fund	0614 - Library: Technical Services		1001-0614-55020
INGRAM LIBRARY SERVICES, LLC	9/4/2024	127072	8/15/2024	67736830	181.50	Young adult	1001 - General Fund	0680 - Library: Bus. Type Capital Outlay		1001-0680-57082
INGRAM LIBRARY SERVICES, LLC	9/4/2024	127072	8/15/2024	67736830	156.32	Juvenile	1001 - General Fund	0680 - Library: Bus. Type Capital Outlay		1001-0680-57085
MIDWEST TAPE EXCHANGE	9/4/2024	127090	8/16/2024	505914715	166.44	Adult video	1001 - General Fund	0680 - Library: Bus. Type Capital Outlay		1001-0680-57076

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
					44,798.08			**Library Subtotal**		
JONATHAN IKOBA	8/28/2024	127038	8/9/2024	2010935.002	149.50	Refund: BCC Rental Permit #R14717	1001 - General Fund	0700 - Rentals	Private Rentals	1001-0700-45093
DAN PATRICK, LLC	8/21/2024	126999	6/30/2024	240630	17,705.07	June 2024 Summer Tennis Contractor Pay	1001 - General Fund	0703 - Parks & Recreation: Recreation	Summer Tennis Lessons	1001-0703-55081
HENRY DORTCH	8/28/2024	127033	7/31/2024	240731B	140.00	July 30, 2024 Mens Softball Umpire	1001 - General Fund	0703 - Parks & Recreation: Recreation	Mens Summer Softball	1001-0703-55027
JEFFREY STOLZE	8/28/2024	127036	7/31/2024	240731B	140.00	July 30, 2024 Mens Softball Umpire	1001 - General Fund	0703 - Parks & Recreation: Recreation	Mens Summer Softball	1001-0703-55027
JOHANNES BUS SERVICE, INC.	9/4/2024	127077	7/31/2024	45924	1,750.00	2024 July Playground Field Trips - Bett Comm Center	1001 - General Fund	0703 - Parks & Recreation: Recreation	Summer Playgrounds	1001-0703-55081
JOHANNES BUS SERVICE, INC.	9/4/2024	127077	7/31/2024	45925	2,000.00	2024 July Playground Field Trips - Elevate Trampoline	1001 - General Fund	0703 - Parks & Recreation: Recreation	Summer Playgrounds	1001-0703-55081
JOHANNES BUS SERVICE, INC.	9/4/2024	127077	7/31/2024	45923	2,000.00	2024 July Playground Field Trips - Putnam Museum	1001 - General Fund	0703 - Parks & Recreation: Recreation	Summer Playgrounds	1001-0703-55081
SCRUB PUB	9/4/2024	127121	8/15/2024	4981	22.50	Practice Pennies Washed	1001 - General Fund	0703 - Parks & Recreation: Recreation	Fall Soccer	1001-0703-56007
TAYLOR, DAMOND	8/28/2024	127043	7/31/2024	240731B	70.00	July 30, 2024 Mens Softball Umpire	1001 - General Fund	0703 - Parks & Recreation: Recreation	Mens Summer Softball	1001-0703-55027
VESTIS	8/28/2024	127045	8/12/2024	6150407177	29.98	First Aid Supplies	1001 - General Fund	0705 - Parks & Recreation: Community Center		1001-0705-56010
VESTIS	8/28/2024	127045	8/19/2024	6150410638	29.98	First Aid Supplies	1001 - General Fund	0705 - Parks & Recreation: Community Center		1001-0705-56010
VESTIS	9/4/2024	127133	8/26/2024	6150414160	29.98	First Aid Supplies	1001 - General Fund	0705 - Parks & Recreation: Community Center		1001-0705-56010
K & K HARDWARE	8/21/2024	127003	7/2/2024	251170	30.25	supplies	1001 - General Fund	0740 - Parks & Recreation: Events & Festivals	4th of July	1001-0740-55002
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	10.00	4th of July 4385143004JUL24	1001 - General Fund	0740 - Parks & Recreation: Events & Festivals	4th of July	1001-0740-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	24.68	Temp 4th of July 8183122001JUL24	1001 - General Fund	0740 - Parks & Recreation: Events & Festivals	4th of July	1001-0740-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	14.62	2513 18th st 2783157001Aug24	1001 - General Fund	0740 - Parks & Recreation: Events & Festivals	4th of July	1001-0740-56007
RUHL & RUHL REALTORS	8/28/2024	127041	7/4/2024	240704	50.00	2024 Fourth of July Parade Winner - Decorative Float 2nd Place	1001 - General Fund	0740 - Parks & Recreation: Events & Festivals	4th of July	1001-0740-56007
					24,196.56			**Parks & Recreation Subtotal**		
OAK AND MAKER DESIGN COMPANY	9/4/2024	127098	8/20/2024	158	78.98	MACHINE OPERATOR	1001 - General Fund	3001 - Community Development: Community Development/Admin		1001-3001-55081
OAK AND MAKER DESIGN COMPANY	9/4/2024	127098	8/20/2024	158	5.17	OPERATOR WITH HAND TOOLS	1001 - General Fund	3001 - Community Development: Community Development/Admin		1001-3001-55081
OAK AND MAKER DESIGN COMPANY	9/4/2024	127098	8/20/2024	160	98.73	MACHINE OPERATOR	1001 - General Fund	3001 - Community Development: Community Development/Admin		1001-3001-55081
OAK AND MAKER DESIGN COMPANY	9/4/2024	127098	8/20/2024	160	51.74	OPERATOR WITH HAND TOOLS	1001 - General Fund	3001 - Community Development: Community Development/Admin		1001-3001-55081
OAK AND MAKER DESIGN COMPANY	9/4/2024	127098	8/20/2024	159	118.47	MACHINE OPERATOR	1001 - General Fund	3001 - Community Development: Community Development/Admin		1001-3001-55081
OAK AND MAKER DESIGN COMPANY	9/4/2024	127098	8/20/2024	159	51.74	OPERATOR WITH HAND TOOLS	1001 - General Fund	3001 - Community Development: Community Development/Admin		1001-3001-55081
OAK AND MAKER DESIGN COMPANY	8/28/2024	127047	7/24/2024	145	700.00	630 RIVERVIEW TERRACE CUSTOM CLEANUP JULY 17, 2024	1001 - General Fund	3003 - Community Development: Code Enforcement		1001-3003-55081
					1,104.83			**Community Development Subtotal**		
AHLERS & COONEY, P.C.	9/4/2024	127051	8/22/2024	872186	476.00	Professional services through 8/15/2024	1001 - General Fund	4001 - Legal: Legal Administration		1001-4001-55011
REX J RIDENOUR LAW OFFICE	8/28/2024	127046	6/30/2024	080724	900.00	OFFICE EXPENSES JANUARY 1, 2024 - JUNE 20, 2024 - $150.00 PER MONTH	1001 - General Fund	4001 - Legal: Legal Administration		1001-4001-55072
					1,376.00			**Legal Subtotal**		
BI-STATE REGIONAL COMMISSION	9/4/2024	127053	8/13/2024	0011327	20.46	IA-Intergovernmental Mtg 8/17/24 - City Administrator D. Ploehn	1001 - General Fund	4101 - City Administration: Administration/Admin.		1001-4101-53004
QUAD CITY TIMES	9/4/2024	127106	7/24/2024	186114	465.88	Publish City Council Meeting Minutes 071624 meeting	1001 - General Fund	4102 - City Administration: City Clerk		1001-4102-55014
					486.34			**City Administration Subtotal**		
JAMES DEPOORTER	8/21/2024	127001	8/16/2024	081624	300.00	Music for 2024 Employee Picnic	1001 - General Fund	4201 - Human Resources: Human Resources		1001-4201-56034
ROCK VALLEY PHYSICAL THERAPY	9/4/2024	127115	8/1/2024	6987460-072024	100.00	Testing Invoice 6987460-072024	1001 - General Fund	4201 - Human Resources: Human Resources		1001-4201-55013
RANDY RICHARDS	9/4/2024	127108	8/21/2024	8212024	800.00	Critical Thinking workshop 8/20/2024	1001 - General Fund	4202 - Human Resources: Public Information		1001-4202-55072
					1,200.00			**Human Resources Subtotal**		
					222,961.92		**1001 - General Fund Total**			
A CUT ABOVE LAWN AND LANDSCAPE	9/4/2024	127049	8/23/2024	10112054	1,880.00	2024 Turf Maintenance Services for ROW - Zone 1 - #10 mowing 8/12 & 8/19	2060 - Road Use Fund	0708 - Parks & Recreation: Trees/Roadway Maintenance		2060-0708-55081
A CUT ABOVE LAWN AND LANDSCAPE	9/4/2024	127049	8/23/2024	10112055	2,350.00	2024 Turf Maintenance Services for ROW - Zone 2 - #10 mowing 8/12 & 8/19	2060 - Road Use Fund	0708 - Parks & Recreation: Trees/Roadway Maintenance		2060-0708-55081

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
CDMI CONCRETE CONTRACTORS, INC.	9/4/2024	127055	6/26/2024	P2400039 1	13,113.70	Street patch and sidewalk repair on Maplecrest, Grant and 15th	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-55081
HAHN READY MIX COMPANY	9/4/2024	127069	5/7/2024	452782	163.00	Concrete	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
HAHN READY MIX COMPANY	9/4/2024	127069	6/1/2024	452726	845.00	Concrete 05/06/2024	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
HAHN READY MIX COMPANY	9/4/2024	127069	8/9/2024	459268	632.00	Concrete	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
HAHN READY MIX COMPANY	9/4/2024	127069	8/13/2024	459490	1,619.50	Concrete	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
HAHN READY MIX COMPANY	9/4/2024	127069	8/20/2024	459990	711.00	concrete - 2143 St. Andrews Cir	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
IOWA PRISON INDUSTRIES	9/4/2024	127076	8/22/2024	039751	1,023.00	signs	2060 - Road Use Fund	0514 - Public Works: Traffic Signs & Markings		2060-0514-56007
K & K HARDWARE	8/21/2024	127003	7/2/2024	241210	35.97	4TH OF JULY SNOW FENCE	2060 - Road Use Fund	0511 - Public Works: Street Maintenance	4th of July	2060-0511-56007
K & K HARDWARE	8/21/2024	127003	7/9/2024	251530	71.67	FOUNDATION STAKE	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
K & K HARDWARE	8/21/2024	127003	7/11/2024	251719	73.98	SCREWS	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
K & K HARDWARE	8/21/2024	127003	7/11/2024	251758	87.96	GARDEN HOE	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
K & K HARDWARE	8/21/2024	127003	7/31/2024	253011	7.79	JIG BLADE	2060 - Road Use Fund	0514 - Public Works: Traffic Signs & Markings		2060-0514-56007
K & K HARDWARE	9/4/2024	127078	8/14/2024	253998	19.99	Screws	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
LOGAN CONTRACTORS SUPPLY, INC.	9/4/2024	127083	8/20/2024	E22582	48.50	lumber	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
LOGAN CONTRACTORS SUPPLY, INC.	9/4/2024	127083	8/21/2024	E23184	280.00	surface tack	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
LOGAN CONTRACTORS SUPPLY, INC.	9/4/2024	127083	8/22/2024	E24098	2,700.00	sealant	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	63.97	3744 18TH ST SIGNAL 0101045009Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	57.43	320 15TH ST LIGHTS 0167073002Aug24	2060 - Road Use Fund	0531 - Street Lighting		2060-0531-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	31.34	4401 DEVILS GLEN RD SIGNAL 0215129008Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	48.20	431 17TH ST PARKING LOT 0336073059Aug24	2060 - Road Use Fund	0531 - Street Lighting		2060-0531-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	65.31	3801 DEVILS GLEN RD SIGNAL 0792135005Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	57.65	835 MIDDLE RD SIGNAL 0855064004Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	271.39	1599 GRANT ST LIGHT CONTROLLER 0885152036Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	77.69	1602 STATE ST SIGNALS 0955078004Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	26.64	1602 GRANT ST STREET LIGHTS 0962160002Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	26.82	2222 MIDDLE RD SIGNAL 1053077014Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	44.32	4505 UTICA RIDGE RD SIGNAL 1171111005Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	27.84	4801 DEVILS GLEN RD 1239129009Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	37.43	3122 MIDDLE RD SIGNAL 1347077010Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	18,773.12	CITY WIDE STREET LIGHTING 1389077012Aug24	2060 - Road Use Fund	0531 - Street Lighting		2060-0531-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	35.52	600 RIVER DR SIGNAL 1431077012Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	38.13	1801 STATE ST SIGNAL 1494077015Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	39.01	401 26TH ST SIGNAL 1515077013Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	70.86	3720 STATE ST SIGNAL 1578077016Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	36.31	3550 STATE ST SIGNAL 1599077017Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	43.43	1401 KIMBERLY RD SIGNAL 1638111009Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	32.46	1140 MEADOW LN DR SIGNAL 1641077017Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	49.52	999 1/2 MIDDLE RD SIGNAL 1662077018Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	32.70	901 SPRUCE HILLS DR SIGNAL 1683077019Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	83.06	3882 MIDDLE RD SIGNAL 1725077018Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	33.72	3029 STATE ST SIGNAL 1830077011Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	57.88	1000 MIDDLE RD SIGNAL 1893077014Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	40.27	1800 MIDDLE RD SIGNAL 1914077012Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	70.62	2010 SPRUCE HILLS DRSIGNAL 1935077013Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	18.36	2002 MIDDLE RD SIGNAL 1956077014Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	52.67	2420 MIDDLE RD SIGNAL 1977077015Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	34.73	1515 SPRUCE HILLS DR SIGNAL 2103077019Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	71.21	3200 UTICA RIDGE RD SIGNAL 2124077010Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	1514 TANGLEFOOT LNSIGN 2163016038Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	1405 GRANT ST SIGNAL 2217031004Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	46.13	3301 DEVILS GLEN RD 2363131010Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	13.39	2600 62ND ST SIGNAL 2439077017Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	49.97	2123 DEVILS GLEN RD SIGNAL 2460077019Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	38.67	3323 18TH ST SIGNAL 2481077010Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	22.08	2501 18TH ST SIGNAL 2502077018Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	36.76	2901 18TH ST SIGNAL 2523077019Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	45.69	5293 DEVILS GLEN RD 2643072006Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	257.50	1355 GRANT ST SIGNALS 2649005060Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	74.48	5220 18TH ST TRAFFIC LIGHT 2719143005Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	41.48	4605 MIDDLE RD SIGNAL 2796063007Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	33.89	1201 GRANT ST SIGNAL 2901141022Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	39.70	1170 STATE ST LED STREET LIGHTS 3483023003Aug24	2060 - Road Use Fund	0531 - Street Lighting		2060-0531-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	31.31	1413 GRANT STREET SIGNAL 3666140033Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	10.00	1381 TANGLEFOOT LNSIGN 3683050001Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	15.43	799 RIVER DR STREET LIGHT 3760028000Aug24	2060 - Road Use Fund	0531 - Street Lighting		2060-0531-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	26.90	199 22ND ST LIGHTING CAB 4043138016Aug24	2060 - Road Use Fund	0531 - Street Lighting		2060-0531-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	28.19	4319 BELMONT RD SIGNAL 4304170001Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	42.53	3430 E LOCUST ST DAV SIGNAL 4434078024Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	61.49	316 23RD ST SIGNAL 4503122047Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	50.86	1700 STATE ST SIGNAL 4547102005Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	11.25	315 BELMONT RD CROSSWALKS 4623158003Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	44.32	2044 GRANT ST SIGNAL 4861136001Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	33.40	405 17TH SIGNAL 5043087050Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	137.48	1802 STATE ST TRAFFIC SIGNAL 5361111000Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	352.45	1298 BROWN ST SIGNAL 5659149005Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	62.05	2300 STATE ST LIGHTS 5684139006Aug24	2060 - Road Use Fund	0531 - Street Lighting		2060-0531-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	56.18	4261 MIDDLE RD SIGNAL 5699146002Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	15.98	1493 MIDDLE RD CAMERA 5766100007Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	61.20	2055 STATE ST SIGNAL 5800119002Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	46.46	3420 MIDDLE RD SIGNAL 5953124003Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	42.63	3780 UTICA RIDGE RD SIGNAL 5995115007Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	40.39	2261 53RD AV SIGNAL 6667159008Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	80.01	4502 UTICA RIDGE RD SIGNAL 6683130009Aug24	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	9/4/2024	127088	8/12/2024	556468344	20.04	6988 MIDDLE RD	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
MID AMERICAN ENERGY	9/4/2024	127088	8/19/2024	556759686	77.27	3531 FOREST GROVE DR	2060 - Road Use Fund	0530 - Public Works: Traffic Signals		2060-0530-54008
QUAD CITY SAFETY, INC.	9/4/2024	127105	8/7/2024	3115446	134.47	Ear Plugs	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56010
QUAD CITY SAFETY, INC.	9/4/2024	127105	8/13/2024	3116007	81.81	Ear Plugs	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56010
RIVERSTONE GROUP INC.	9/4/2024	127113	8/13/2024	1314454	279.85	UPM Cold Mix	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
RIVERSTONE GROUP INC.	9/4/2024	127113	8/20/2024	1316912	175.45	UPM mix	2060 - Road Use Fund	0511 - Public Works: Street Maintenance		2060-0511-56007
SEILER INSTRUMENT & MFG. CO	9/4/2024	127122	8/21/2024	INV35899	759.07	TRIMBLE EQUIPMENT REPAIR	2060 - Road Use Fund	0502 - Public Works: Engineering		2060-0502-56015
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45721	472.20	Wyndham West 4th Testing	2060 - Road Use Fund	0502 - Public Works: Engineering		2060-0502-55081
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45435	920.00	2024 MISC PATCH REPAIRS	2060 - Road Use Fund	0502 - Public Works: Engineering		2060-0502-55081
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45675	948.00	Century Heights 24th PCC Cylinder Testing	2060 - Road Use Fund	0502 - Public Works: Engineering		2060-0502-55081
VESTIS	9/4/2024	127133	8/14/2024	6150408568	29.98	FIRST AID SUPPLIES - ENG	2060 - Road Use Fund	0501 - Public Works: Public Works/Admin.		2060-0501-56006
VESTIS	9/4/2024	127133	8/21/2024	6150411917	29.98	FIRST AID SUPPLIES - ENG	2060 - Road Use Fund	0501 - Public Works: Public Works/Admin.		2060-0501-56006
WENSCO SIGN SUPPLY	9/4/2024	127138	7/25/2024	3771539	170.00	White Polycarbonate Sheets	2060 - Road Use Fund	0514 - Public Works: Traffic Signs & Markings		2060-0514-56007
					52,181.04		**2060 - Road Use Fund Total**			
SUNLIGHT YOGA THERAPY	8/28/2024	127026	7/20/2024	FOL 5a	300.00	FOL 5a - Tea Blending Workshop	2260 - Library Gift Fund	0606 - Library: Library Gift Fund		2260-0606-56006
VESTIS	9/4/2024	127133	8/21/2024	6150411910	74.95	First aid cabinets	2260 - Library Gift Fund	0606 - Library: Library Gift Fund		2260-0606-56006
					374.95		**2260 - Library Gift Fund Total**			
ELITE ELECTRIC INC.	9/4/2024	127061	7/26/2024	08138	4,870.00	INSTALL CONDUIT, WIRING AND LIGHT POLE BASES	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Update Traffic Signals	4000-5050-55081
ELITE ELECTRIC INC.	9/4/2024	127061	8/7/2024	08162	3,490.00	INSTALL SPEED SIGNS IN FRONT OF PV HIGH SCHOOL	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Speed Signs/Various Schls	4000-5050-55081
GRAYBAR (DATA)	9/4/2024	127068	8/6/2024	9338383502	2,511.79	WIRE FOR CABINET	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Update Traffic Signals	4000-5050-56007
GRAYBAR (DATA)	9/4/2024	127068	8/13/2024	9338480055	309.45	WIRE TERM ENDS	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Update Traffic Signals	4000-5050-56007

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
GRAYBAR (DATA)	9/4/2024	127068	8/14/2024	9338504294	1,717.20	FUSES FOR FOREST GROVE OUTLETS	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Forest Grove & Middle Pole Enhancements	4000-5050-56007
HAWKEYE PAVING CORPORATION	8/21/2024	127000	7/29/2024	P2500006 1	13,504.25	PE#1 - Contract - Devils Glen Rd Widening from Crow Lake Dr to Forest Grove Dr 2024	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Devils Glen Widening	4000-5050-55081
LIBRARY FURNITURE INTERNATIONAL	8/22/2024	127016	6/19/2024	9414	31,420.00	Universal Info desk 50% deposit	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Library Service Desk Reno	4000-5050-57074
MOBOTREX, INC.	9/4/2024	127091	8/8/2024	275850	16,028.50	Traffic Signal Materials	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Fg & Dg Traffic Signal	4000-5050-57074
MVC Construction	9/4/2024	127095	8/7/2024	1128	4,100.00	628 8th St Curb & Gutter Replacement	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Public Works Contingency	4000-5050-55081
PLEASANT VALLEY REDI-MIX INC.	9/4/2024	127102	8/8/2024	67064	493.00	SPEED SIGNS	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Speed Signs/Various Schls	4000-5050-56007
REPUBLIC COMPANIES	9/4/2024	127111	8/6/2024	6252567-00	287.46	PHOTO EYES	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Update Traffic Signals	4000-5050-56007
REPUBLIC COMPANIES	9/4/2024	127111	8/15/2024	6253729-00	100.13	FOREST GROVE LIGHTS	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Forest Grove & Middle Pole Enhancements	4000-5050-56007
SCOTT COUNTY TREASURER	8/21/2024	127007	7/1/2024	646124	1,841.12	PRORATED TAXES - 8420231C9	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Fema Flood Buyout Ph3	4000-5050-57074
SCOTT COUNTY TREASURER	8/21/2024	127007	7/1/2024	646124	1,777.92	PRORATED TAXES - 8420231C7	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Fema Flood Buyout Ph3	4000-5050-57074
SCOTT COUNTY TREASURER	8/21/2024	127007	7/1/2024	646124	2,906.16	PRORATED TAXES - 842023417	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Fema Flood Buyout Ph3	4000-5050-57074
SCOTT COUNTY TREASURER	8/21/2024	127007	7/1/2024	646124	2,184.98	PRORATED TAXES - 8420231C4	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Fema Flood Buyout Ph3	4000-5050-57074
SCOTT COUNTY TREASURER	8/21/2024	127007	7/1/2024	646124	1,901.70	PRORATED TAXES - 842021188	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Fema Flood Buyout Ph3	4000-5050-57074
SCOTT COUNTY TREASURER	8/21/2024	127007	7/1/2024	646124	697.13	PRORATED TAXES - 842023413	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Fema Flood Buyout Ph3	4000-5050-57074
TECH LOGIC CORP.	8/22/2024	127018	7/9/2024	INV21001467	8,671.59	Automatic Materials Handler	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Library Sorter Replace	4000-5050-57074
TECH LOGIC CORP.	8/22/2024	127017	7/9/2024	INV21001467	8,671.59	Automatic Materials Handler	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Library Sorter Replace	4000-5050-57074
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45761	300.00	Devils Glen Widening Testing	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Devils Glen Widening	4000-5050-55081
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45726	448.00	2024 Alley Rehab Testing	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Alley Rehab 2024	4000-5050-55072
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45445	627.40	18th St Reconst - Testing	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	18th Recon: 53Rd-St.Andrw	4000-5050-55072
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45657	813.60	EDGEWOOD DR & 19TH/21ST RECONST PCC CYLINDER TESTING	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Edgewood Dr Reconstruction	4000-5050-55072
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45742	1,241.00	Criswell St - FDR Testing	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Criswell St Reclamation	4000-5050-55072
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45439	1,328.00	2024 Full Depth Patching testing	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Full Depth Patching 2024	4000-5050-55072
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45708	1,340.00	2024 Street Resurfacing - Testing	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Street Resurface 2024	4000-5050-55072
UNITED RENTALS (NORTH AMERICA) INC.	9/4/2024	127130	7/31/2024	2335461123-004	150.00	Container Rental	4000 - Capital Projects	5050 - Capital Projects: Capital Projects	Agape Center Damages	4000-5050-57074
					113,731.97		**4000 - Capital Projects Total**			
UKG KRONOS SYSTEMS	9/4/2024	127129	6/6/2024	12219664	7.46	UKG Implementation and HR Services, invoice 12219664	4020 - Technology Replacement	0243 - Finance: Electronic Replacement Fd		4020-0243-57074
UKG KRONOS SYSTEMS	9/4/2024	127129	6/6/2024	12256614	4,642.65	UKG Implementation and HR Services, invoice 12256614	4020 - Technology Replacement	0243 - Finance: Electronic Replacement Fd		4020-0243-57074

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
UKG KRONOS SYSTEMS	9/4/2024	127129	6/6/2024	12243543	4,642.65	UKG Implementation and HR Services, invoice 12243543	4020 - Technology Replacement	0243 - Finance: Electronic Replacement Fd		4020-0243-57074
UKG KRONOS SYSTEMS	9/4/2024	127129	6/30/2024	12272083	4,642.65	UKG Implementation and HR Services, invoice 12272083	4020 - Technology Replacement	0243 - Finance: Electronic Replacement Fd		4020-0243-57074
					13,935.41		**4020 - Technology Replacement Total**			
001502 RAYMUNDO ALEXANDER	8/28/2024	127024	8/26/2024	0350001502	56.57	FINAL CREDIT BALANCE ON UTILITY ACCOUNT RAYMUNDO ALEXANDER 1301 DEVILS GLEN RD UNIT 11 03-500015-02	5200 - Sewer Utility	0000 - Balance Sheet		5200-0000-11012
255506 LYSLE ROSEMAN	8/21/2024	127004	7/17/2024	0200255506	61.44	OVER PAYMENT ON FINAL UTILITY ACCT 02-002555-06 LYSLE ROSEMAN 2219 18TH ST	5200 - Sewer Utility	0000 - Balance Sheet		5200-0000-11012
735201 JOHN HAINES	8/28/2024	127023	7/30/2024	0200735201	80.80	OVERPAYMENT ON FINAL UTILITY ACCOUNT JOHN HAINES 3937 PARTRIDGE CIR DWN 02-007352-01	5200 - Sewer Utility	0000 - Balance Sheet		5200-0000-11012
AUTHORIZE.NET	8/2/2024	2500091	7/31/2024	724	35.00	ONLINE PYMT GATEWAY	5200 - Sewer Utility	0204 - Finance: Sewer Administration		5200-0204-55032
CITY OF DAVENPORT	8/28/2024	127030	6/1/2024	1335694	152,657.34	MAY 2024 SEWAGE TREATMENT PLANT	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-55013
Iowa Department of Revenue	8/14/2024	2500093	7/31/2024	0-006-428-970	7,953.82	TAXES	5200 - Sewer Utility	0000 - Balance Sheet		5200-0000-20401
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	1,086.93	1 21ST ST PUMP STATION 1326077019Aug24	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	86.78	3500 ELM ST LIFT STATION 1557077015Aug24	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	40.03	6876 FOREST GROVE RD 1613130007Aug24	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	99.13	3500 ELM ST STORM PUMPS 2137169005Aug24	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	16.10	7807 MIDDLE RD LIFTSTATION 2166077012Aug24	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	1,056.30	3480 ELM ST PUMP STATION 2397077018Aug24	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-54008
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	19.14	4134 DEPOT ST, WASTE GRINDER 4943155009Aug24	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-54008
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/9/2024	250502	40.78	01 LATE NOTICES	5200 - Sewer Utility	0204 - Finance: Sewer Administration		5200-0204-55081
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/22/2024	250728	67.66	04 BILLS 8/16/24	5200 - Sewer Utility	0204 - Finance: Sewer Administration		5200-0204-55081
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/22/2024	250726	318.23	02 LATE NOTICES	5200 - Sewer Utility	0204 - Finance: Sewer Administration		5200-0204-55081
QUAD CITY SAFETY, INC.	9/4/2024	127105	8/7/2024	3115446	134.47	Ear Plugs	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-56010
QUAD CITY SAFETY, INC.	9/4/2024	127105	8/13/2024	3116007	81.80	Ear Plugs	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-56010
UTILITY EQUIPMENT CO.	9/4/2024	127131	7/26/2024	10109352-000	440.30	EJ frame & gasket seal cover	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-56007
UTILITY EQUIPMENT CO.	9/4/2024	127131	8/21/2024	10109844-000	1,046.92	hdpe riser, ej frame & gasket seal cover	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-56007
UTILITY EQUIPMENT CO.	9/4/2024	127131	8/23/2024	10109899-000	232.90	EJ Frame	5200 - Sewer Utility	0510 - Public Works: Sanitary Sewers		5200-0510-56007
					165,612.44		**5200 - Sewer Utility Total**			
CEDAR GRAPHICS, INC.	8/28/2024	127025	7/22/2024	228873	12,350.00	FY25 Yard Waste Stickers	5500 - Solid Waste/Recycling Ent	0516 - Public Works: Yard Waste		5500-0516-56007
CEDAR GRAPHICS, INC.	8/28/2024	127025	7/22/2024	228873	151.00	Shipping	5500 - Solid Waste/Recycling Ent	0516 - Public Works: Yard Waste		5500-0516-56007
Iowa Department of Revenue	8/14/2024	2500093	7/31/2024	0-006-428-970	42.95	TAXES	5500 - Solid Waste/Recycling Ent	0000 - Balance Sheet		5500-0000-20401
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/9/2024	250502	40.78	01 LATE NOTICES	5500 - Solid Waste/Recycling Ent	0509 - Public Works: Garbage Collection		5500-0509-55081
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/22/2024	250728	67.66	04 BILLS 08/16/24	5500 - Solid Waste/Recycling Ent	0509 - Public Works: Garbage Collection		5500-0509-55081
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/22/2024	250726	318.22	02 LATE NOTICES	5500 - Solid Waste/Recycling Ent	0509 - Public Works: Garbage Collection		5500-0509-55081
QUAD CITY SAFETY, INC.	9/4/2024	127105	8/7/2024	3115446	134.47	Ear Plugs	5500 - Solid Waste/Recycling Ent	0509 - Public Works: Garbage Collection		5500-0509-56010
QUAD CITY SAFETY, INC.	9/4/2024	127105	8/13/2024	3116007	81.80	Ear Plugs	5500 - Solid Waste/Recycling Ent	0509 - Public Works: Garbage Collection		5500-0509-56010
WASTE COMMISSION OF SCOTT CO.	9/4/2024	127135	6/30/2024	24-B04	19,172.10	Closed Loop Apr, May, June 2024	5500 - Solid Waste/Recycling Ent	0000 - Balance Sheet		5500-0000-24301
WASTE COMMISSION OF SCOTT CO.	9/4/2024	127135	6/30/2024	24-B04	(17,531.85)	Revenue share	5500 - Solid Waste/Recycling Ent	0500 -Recycling Revenue Share		5500-0500-45048
					14,827.13		**5500 - Solid Waste/Recycling Ent Total**			
K & K HARDWARE	8/28/2024	127020	7/9/2024	251589	31.96	FOAM COVERS	5550 - Family Museum	0523 - Public Works: Building Maintenance	Fam Museum Maint FY24/25	5550-0523-54001
K & K HARDWARE	8/28/2024	127020	7/10/2024	251697	28.99	LUMBER	5550 - Family Museum	0523 - Public Works: Building Maintenance	Fam Museum Maint FY24/25	5550-0523-54001
KONE INC.	9/4/2024	127079	8/1/2024	871430649	214.34	Elevator Maint agreement - Fam Mus	5550 - Family Museum	0523 - Public Works: Building Maintenance	Fam Museum Maint FY24/25	5550-0523-54001
KONE INC.	9/4/2024	127079	8/13/2024	1158774130	2,290.00	Elevator repair - Fam Mus	5550 - Family Museum	0523 - Public Works: Building Maintenance	Fam Museum Maint FY24/25	5550-0523-54001
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	4,721.13	2900 LEARNING CAMPUS DR UTILITIES 5437075010Aug24	5550 - Family Museum	0523 - Public Works: Building Maintenance	Fam Museum Maint FY24/25	5550-0523-54008

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
					7,286.42		**5550 - Family Museum Total**			
7G DISTRIBUTING LLC	8/28/2024	127031	8/14/2024	280712	99.90	Beer for Resale	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations	The Forge Putting Course	5600-0711-56027
CENTURY LINK	9/4/2024	127056	8/16/2024	240816	155.52	PHGC Clubhouse Phone	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-54010
COCA-COLA ATLANTIC BOTTLING CO	8/28/2024	127032	8/14/2024	4702864	49.96	Pop for Resale	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations	The Forge Putting Course	5600-0711-56026
IOWA BEVERAGE SYSTEMS INC	8/28/2024	127034	8/9/2024	W-5171085	111.50	Beer for Resale	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations	The Forge Putting Course	5600-0711-56027
IOWA BEVERAGE SYSTEMS INC	8/28/2024	127034	8/16/2024	W-5178313	79.90	Beer for Resale	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations	The Forge Putting Course	5600-0711-56027
IOWA GOLF ASSOCIATION	8/28/2024	127035	8/1/2024	14781	1,775.00	Individual Member Fees	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-53001
JON WADDELL GOLF SHOP LLC	8/28/2024	127037	7/31/2024	240731	41,763.83	2024 July Proshop Payables	5600 - Palmer Hills Golf Course	0000 - Balance Sheet		5600-0000-20024
JON WADDELL GOLF SHOP LLC	8/28/2024	127037	7/31/2024	240731	3,059.07	2024 July Proshop Tax	5600 - Palmer Hills Golf Course	0000 - Balance Sheet		5600-0000-20024
JON WADDELL GOLF SHOP LLC	8/28/2024	127037	7/31/2024	240731	(1,309.43)	2024 July Proshop City's 3%	5600 - Palmer Hills Golf Course	0000 - Balance Sheet		5600-0000-20024
JON WADDELL GOLF SHOP LLC	8/28/2024	127037	7/31/2024	240731	1,971.76	2024 July Proshop Club Repair	5600 - Palmer Hills Golf Course	0000 - Balance Sheet		5600-0000-20007
JON WADDELL GOLF SHOP LLC	8/28/2024	127037	7/31/2024	240731	5,125.00	2024 July Proshop Lesson Payables	5600 - Palmer Hills Golf Course	0000 - Balance Sheet		5600-0000-20020
JON WADDELL GOLF SHOP LLC	8/28/2024	127037	7/31/2024	240731	1,883.74	2024 July Proshop Tax Exempt Sales	5600 - Palmer Hills Golf Course	0000 - Balance Sheet		5600-0000-20025
K & K HARDWARE	8/28/2024	127020	8/6/2024	253451	12.98	PVC PLUG	5600 - Palmer Hills Golf Course	0523 - Public Works: Building Maintenance	Phgc Maint FY24/25	5600-0523-54001
M & M GOLF CARS, LLC	9/4/2024	127084	8/15/2024	304266	249.24	2021 Club Tempo-Elec: #15 Front Tire Not in Line	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-54006
M & M GOLF CARS, LLC	9/4/2024	127084	8/15/2024	304051	298.26	2021 Club Tempo-Elec: #33 Cover on the USB came off	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-54006
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	84.97	PHGC Sign 0549137076JUL24	5600 - Palmer Hills Golf Course	0523 - Public Works: Building Maintenance	Phgc Maint FY24/25	5600-0523-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	155.93	PHGC Maintenance Bldg 1116077014JUL24	5600 - Palmer Hills Golf Course	0523 - Public Works: Building Maintenance	Phgc Maint FY24/25	5600-0523-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	656.46	PHGC Pump House 1137077015JUL24	5600 - Palmer Hills Golf Course	0523 - Public Works: Building Maintenance	Phgc Maint FY24/25	5600-0523-54008
MID AMERICAN ENERGY	8/28/2024	127019	7/31/2024	24750-88004 07 2024	3,238.87	PHGC Clubhouse 4278125007JUL24	5600 - Palmer Hills Golf Course	0523 - Public Works: Building Maintenance	Phgc Maint FY24/25	5600-0523-54008
MILLENNIUM WASTE, INC.	8/28/2024	127039	8/1/2024	3690267T081	175.10	August 2024 Dumpster Service at PHGC	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-55081
MULGREW OIL & PROPANE	8/28/2024	127040	8/20/2024	1485588	1,321.74	Diesel Fuel	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-56024
MULGREW OIL & PROPANE	8/28/2024	127040	8/20/2024	1485589	1,460.81	Gasoline	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-56024
ONMEDIA	9/4/2024	127100	8/2/2024	523652	867.00	Gross Advertising Fee	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-55002
PETERSEN PLUMBING & HEATING	9/4/2024	127101	8/12/2024	265933R	1,385.00	Rework PVC lines in basement of PHGC Clubhouse	5600 - Palmer Hills Golf Course	0523 - Public Works: Building Maintenance	Phgc Maint FY24/25	5600-0523-54001
SITEONE LANDSCAPE SUPPLY, LLC	8/28/2024	127042	7/24/2024	143747587-001	3,050.48	Chemicals	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-56025
TOWNSQUARE MEDIA QUAD CITIES, LLC	8/28/2024	127044	6/1/2024	4346397-5	1,590.00	Radio Advertising	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-55002
VESTIS	8/28/2024	127045	8/9/2024	6150406581	29.98	First Aid Supplies	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-56010
VESTIS	9/4/2024	127133	8/9/2024	6150406578	25.00	Laundry Service	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-55081
VESTIS	8/28/2024	127045	8/16/2024	6150410024	25.00	Laundry Service	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-55081
VESTIS	9/4/2024	127133	8/16/2024	6150410028	25.00	First Aid Supplies	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-56010
VESTIS	9/4/2024	127133	8/16/2024	6150410027	29.98	First Aid Supplies	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-56010
VESTIS	9/4/2024	127133	8/23/2024	6150413544	25.00	First Aid Supplies	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-56010
VESTIS	9/4/2024	127133	8/23/2024	6150413540	25.00	Laundry Service	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-55081
VESTIS	9/4/2024	127133	8/23/2024	6150413543	29.98	First Aid Supplies	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-56010
WENDLING QUARRIES, INC.	9/4/2024	127137	8/10/2024	1018080	1,545.12	Natural Blend Sand	5600 - Palmer Hills Golf Course	0715 - Parks & Recreation: Palmer Hills Maintenance		5600-0715-56025
WITTEK GOLF SUPPLY CO. INC.	9/4/2024	127139	8/6/2024	INV133949	228.06	Rubber Strip Set - Driving Range Ball Washer	5600 - Palmer Hills Golf Course	0711 - Parks & Recreation: Clubhouse Operations		5600-0711-56007
					71,300.71		**5600 - Palmer Hills Golf Course Total**			
TERRACON CONSULTANTS, INC.	9/4/2024	127125	7/15/2024	TM34253	849.20	THE LANDING TESTING	5750 - Aquatic Center Fund	5059 - Capital Projects: Bus. Type Capital Projects	Splash Landing Replcmnt	5750-5059-55072
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45667	148.00	The Landing Testing	5750 - Aquatic Center Fund	5059 - Capital Projects: Bus. Type Capital Projects	Splash Landing Replcmnt	5750-5059-55072
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45367	451.30	The Landing Testing	5750 - Aquatic Center Fund	5059 - Capital Projects: Bus. Type Capital Projects	Splash Landing Replcmnt	5750-5059-55072
					1,448.50		**5750 - Aquatic Center Fund Total**			

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
Iowa Department of Revenue	8/14/2024	2500093	7/31/2024	0-006-428-970	9,844.70	TAXES	5800 - Storm Water Utility	0000 - Balance Sheet		5800-0000-20401
MICHAEL MASSEY	8/21/2024	127005	7/22/2024	07222024	93.57	REIMBURSEMENT FOR SOD - 2024 INTAKE PROGRAM	5800 - Storm Water Utility	5059 - Capital Projects: Bus. Type Capital Projects	Intake Repair 2024	5800-5059-56007
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/9/2024	250502	40.78	01 LATE NOTICES	5800 - Storm Water Utility	0219 - Finance: Storm Water Utility		5800-0219-55081
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/22/2024	250728	67.66	04 BILLS 08/16/24	5800 - Storm Water Utility	0219 - Finance: Storm Water Utility		5800-0219-55081
MIDWEST MAILWORKS INC.	9/4/2024	127089	8/22/2024	250726	318.22	02 LATE NOTICES	5800 - Storm Water Utility	0219 - Finance: Storm Water Utility		5800-0219-55081
MULGREW OIL & PROPANE	9/4/2024	127094	8/15/2024	1483062	100.31	Isle Parkway pump station fuel	5800 - Storm Water Utility	0519 - Public Works: Storm Water Utility		5800-0519-56007
MULGREW OIL & PROPANE	9/4/2024	127094	8/15/2024	1483054	335.43	21st St pump house fuel	5800 - Storm Water Utility	0519 - Public Works: Storm Water Utility		5800-0519-56007
TERRACON CONSULTANTS, INC.	9/4/2024	127125	8/8/2024	TM45683	252.00	2024 Intake Repair Program - Testing	5800 - Storm Water Utility	5059 - Capital Projects: Bus. Type Capital Projects	Intake Repair 2024	5800-5059-55072
UTILITY EQUIPMENT CO.	9/4/2024	127131	8/23/2024	10109899-000	232.90	EJ Frame	5800 - Storm Water Utility	0519 - Public Works: Storm Water Utility		5800-0519-56007
VEENSTRA & KIMM, INC.	9/4/2024	127132	6/1/2024	33824-15	892.00	33rd Street Drainage Improvements - #15 from 6/16/24 to 6/30/24. Inv Date 7/26/24	5800 - Storm Water Utility	5059 - Capital Projects: Bus. Type Capital Projects	Sivyer Steel Drainage	5800-5059-55072
VEENSTRA & KIMM, INC.	9/4/2024	127132	7/26/2024	33824-15A	1,977.00	33rd Street Drainage Improvements - 15A from 7/1/24 to 7/20/24	5800 - Storm Water Utility	5059 - Capital Projects: Bus. Type Capital Projects	Sivyer Steel Drainage	5800-5059-55072
					14,154.57		**5800 - Storm Water Utility Total**			
DULTMEIER SALES LLC	9/4/2024	127058	8/16/2024	4174768	128.00	bus wash hoses	5850 - Transit	0547 - Public Works: Transit Vehicle Wash		5850-0547-54006
MID AMERICAN ENERGY	8/28/2024	127019	8/5/2024	30450-92009 Aug 2024	301.32	VEHICLE WASH UTILITY ALLOCATION 2607077010Aug24	5850 - Transit	0547 - Public Works: Transit Vehicle Wash		5850-0547-54008
RADIO ENGINEERING INDUSTRIES	8/28/2024	127021	6/11/2024	514444	5,020.40	Cameras & Accessories for new buses	5850 - Transit	0599 - Public Works: Bus. Type Capital Outlay		5850-0599-57074
					5,449.72		**5850 - Transit Total**			
1ST AYD CORPORATION	9/4/2024	127048	8/14/2024	PSI721761	560.47	Operating supplies	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56007
BAUER BUILT, INC.	9/4/2024	127052	8/9/2024	230125641	1,213.00	Tire replacement 1205	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-54004
BAUER BUILT, INC.	9/4/2024	127052	8/21/2024	230125831	321.64	tires for 0907	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
BAUER BUILT, INC.	9/4/2024	127052	8/21/2024	230125850	1,754.96	stock tires	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
EASTERN IOWA TIRE, INC.	9/4/2024	127059	8/13/2024	100161989	1,723.63	Tires for 1315	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-54004
EASTERN IOWA TIRE, INC.	9/4/2024	127059	8/15/2024	100162178	399.00	stock tires	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
EASTERN IOWA TIRE, INC.	9/4/2024	127059	8/19/2024	100162264	720.00	stock tires	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
EASTERN IOWA TIRE, INC.	9/4/2024	127059	8/19/2024	100162271	2,161.60	stock tires	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
EASTERN IOWA TIRE, INC.	9/4/2024	127059	8/19/2024	100162258	2,387.46	tires - stock	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
EASTERN IOWA TIRE, INC.	9/4/2024	127059	8/20/2024	100162323	166.00	paint trans	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-54004
ELLIOTT EQUIPMENT CO.	9/4/2024	127062	8/12/2024	180944	132.24	stock cab filters	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
ELLIOTT EQUIPMENT CO.	9/4/2024	127062	8/12/2024	180943	876.10	cart tipper 1629	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
ELLIOTT EQUIPMENT CO.	9/4/2024	127062	8/23/2024	180974	5,318.76	Grabber Assembly Complete for 1612 - garbage truck	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
INTERSTATE POWER SYSTEMS, INC.	8/28/2024	127028	8/13/2024	R014088877:01	5,209.18	Harness Repair	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-54004
KILBURG EQUIPMENT, LLC.	8/28/2024	127029	6/1/2024	3984	3,306.29	Dump valve stock 05/29/2024	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
LAWSON PRODUCTS, INC.	9/4/2024	127080	8/13/2024	9311762845	204.99	Operating Supplies	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56007
LAWSON PRODUCTS, INC.	9/4/2024	127080	8/14/2024	9311764735	687.33	Operating Supplies	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56007
LAWSON PRODUCTS, INC.	9/4/2024	127080	8/21/2024	9311782652	173.04	operating supplies	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56007
LINDQUIST FORD, INC.	9/4/2024	127082	8/13/2024	389973	29.84	STK Filters	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
LINDQUIST FORD, INC.	9/4/2024	127082	8/13/2024	389976	53.47	Washer, Jets, Hose 1211	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
LINDQUIST FORD, INC.	9/4/2024	127082	8/15/2024	389998	461.25	steering wheel	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
LINDQUIST FORD, INC.	9/4/2024	127082	8/21/2024	390045	139.24	brake pads stock	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
M & M GOLF CARS, LLC	9/4/2024	127084	8/9/2024	20748	682.63	Motor for 1110	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
MARTIN EQUIPMENT OF ILLINOIS, INC.	9/4/2024	127086	8/13/2024	823402	34.43	switch 1309	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
MHC KENWORTH	9/4/2024	127087	8/14/2024	T01135600204429	256.57	STK Filters	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
MTI DISTRIBUTING	9/4/2024	127093	8/6/2024	1442997	1,126.03	Parts for Deck 1918	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/12/2024	855387	82.29	Grease STK	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/13/2024	855606	90.86	STK Filters	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/15/2024	855816	14.98	Spark Plug for 1404	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/15/2024	855885	86.54	stock bulbs	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/15/2024	855812	185.36	Wire & Coil 1404	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/19/2024	856171	35.82	stock belts	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/19/2024	856245	76.85	battery - 1408	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/19/2024	856175	82.09	stock solenoid	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/20/2024	856430	79.46	stock filters	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/21/2024	856568	27.67	stock filters	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/21/2024	856491	135.24	TPMs sensors 0907	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
NAPA - DAVENPORT	9/4/2024	127096	8/21/2024	856569	193.11	valve core a/c	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NAPA - DAVENPORT	9/4/2024	127096	8/23/2024	856799	63.92	stock filters	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
NOTT COMPANY	9/4/2024	127097	8/7/2024	4919038-00	212.94	hose for 1923	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
S J SMITH CO. INC.	9/4/2024	127116	8/12/2024	6685406	32.33	coat weld - parks	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
TERMINAL SUPPLY COMPANY	9/4/2024	127124	8/13/2024	57247-00	250.98	Operating Supplies	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56007
THOMPSON TRUCK & TRAILER INC.	9/4/2024	127126	8/9/2024	X103144248:01	128.40	HVAC LPM	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
THOMPSON TRUCK & TRAILER INC.	9/4/2024	127126	8/12/2024	X103144262:01	122.98	Air Governor 1628	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
THOMPSON TRUCK & TRAILER INC.	9/4/2024	127126	8/15/2024	X103144357:01	64.59	washing cap 1801	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
THOMPSON TRUCK & TRAILER INC.	9/4/2024	127126	8/22/2024	X103144394:01	17.52	stock - cab filters	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
WANCO	9/4/2024	127134	8/15/2024	110140	336.00	Crank for 2003	6830 - Municipal Garage	0520 - Public Works: Maintenance Garage		6830-0520-56024
					32,419.08		**6830 - Municipal Garage Total**			
IOWA COMMUNITIES ASSURANCE POOL	9/4/2024	127075	8/12/2024	4A2401YBZ0S-0001	10,000.00	Claim # 4A2401YBZ0S-0001	6840 - Risk Management	0105 - Mayor & Council: Risk Management		6840-0105-55050
IOWA COMMUNITIES ASSURANCE POOL	9/4/2024	127075	8/26/2024	4A2401CSJ92-0001	3,923.96	Claim # 4A2401CSJ92-0001	6840 - Risk Management	0105 - Mayor & Council: Risk Management		6840-0105-55050
					13,923.96		**6840 - Risk Management Total**			
DELTA DENTAL	8/19/2024	2500089	8/12/2024	35205000000202453	9,284.26	DENTAL CLAIMS 08/06-08/12	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55076
EMPLOYEE BENEFIT SYSTEM	9/4/2024	127063	8/1/2024	000043644	882.18	August monthly billing, Invoice 000043644	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55065
EMPLOYEE BENEFIT SYSTEM	8/9/2024	2500087	8/7/2024	08072024	218.70	VISION CLAIMS CKS 2666 & 2667	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55078
EMPLOYEE BENEFIT SYSTEM	9/4/2024	127063	8/21/2024	000044011	909.22	Monthly billing for 9/1/2024, Invoice 000044011	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55065
INSURANCE STRATEGIES CONSULTING LLC	9/4/2024	127073	6/30/2024	10002	995.00	509A STUDY PLAN FOR YEAR END 02/28/2024	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55072
IPERS COLLECTIONS	8/2/2024	2500092	8/2/2024	121133593	617.97	EMPLOYEE/EMPLOYER IPERS BENEFITS FOR AFSCME PAYOUT- WAGE ADJUSTMENT AND INTEREST	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55072
WELLMARK BLUE CROSS & BLUE SHIELD	8/1/2024	2500088	6/30/2024	06302024	14,842.30	ADMIN FEES JUNE	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55065
WELLMARK BLUE CROSS & BLUE SHIELD	8/1/2024	2500088	6/30/2024	06302024	1,404.32	AGGREGATE MACH	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55066
WELLMARK BLUE CROSS & BLUE SHIELD	8/1/2024	2500088	6/30/2024	06302024	48,152.98	SPECIFIC JUNE	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55067
WELLMARK BLUE CROSS & BLUE SHIELD	8/1/2024	2500088	6/30/2024	06302024	173,277.61	MEDICAL CLAIMS 06/22-06/30/2024	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55063
WELLMARK BLUE CROSS & BLUE SHIELD	8/1/2024	2500088	6/30/2024	06302024	86,573.76	PHARMACY CLAIMS JUNE	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55080
WELLMARK BLUE CROSS & BLUE SHIELD	8/1/2024	2500088	6/30/2024	06302024	(86,573.76)	PHARMACY CLAIMS JUNE	6860 - Employee Insurance	0106 - Mayor & Council: Employee Insurance		6860-0106-55063
WELLMARK BLUE CROSS & BLUE SHIELD	8/1/2024	2500088	6/30/2024	06302024	(110,778.45)	PHARMACY REBATES Q4 2023	6860 - Employee Insurance	0100 - Rebates		6860-0100-47621
					139,806.09		**6860 - Employee Insurance Total**			
OPENGOV	8/28/2024	127022	7/10/2024	INV14411	4,662.24	Stormwater Domain	6880 - Information Services	0231 - Finance: Info.Procc./Support Serv.	Public Works (Gen) It	6880-0231-55023
OPENGOV	8/28/2024	127022	7/10/2024	INV14411	3,496.69	Transportation Domain	6880 - Information Services	0231 - Finance: Info.Procc./Support Serv.	Public Works (Gen) It	6880-0231-55023
OPENGOV	8/28/2024	127022	7/10/2024	INV14411	5,512.27	SCF for YourGov	6880 - Information Services	0231 - Finance: Info.Procc./Support Serv.	Public Works (Gen) It	6880-0231-55023
OPENGOV	8/28/2024	127022	7/10/2024	INV14411	388.63	Internal Requests	6880 - Information Services	0231 - Finance: Info.Procc./Support Serv.	Public Works (Gen) It	6880-0231-55023
OPENGOV	8/28/2024	127022	7/10/2024	INV14411	4,662.24	Sanitary Sewer Domain	6880 - Information Services	0231 - Finance: Info.Procc./Support Serv.	Public Works (Gen) It	6880-0231-55023
OPENGOV	8/28/2024	127022	7/10/2024	INV14411	18,714.50	OMS User	6880 - Information Services	0231 - Finance: Info.Procc./Support Serv.	Public Works (Gen) It	6880-0231-55023
OPENGOV	8/28/2024	127022	7/10/2024	INV14411	1,942.61	Parks & Recreation Domain	6880 - Information Services	0231 - Finance: Info.Procc./Support Serv.	Public Works (Gen) It	6880-0231-55023
OPENGOV	8/28/2024	127022	7/10/2024	INV14411	11,267.09	OMS Plus	6880 - Information Services	0231 - Finance: Info.Procc./Support Serv.	Public Works (Gen) It	6880-0231-55023
					50,646.27		**6880 - Information Services Total**			
AFLAC	8/23/2024	2500099	8/23/2024	PR 08.23.24	112.45	CI WRAP CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
AFLAC	8/28/2024	2500109	8/23/2024	017252	2,021.40	AFLAC PRE TAX	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
AFLAC	8/28/2024	2500109	8/23/2024	017252	1,217.68	AFLAC AFTER TAX	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
AMERICAN FUNDS ROTH IRA WIRE	8/23/2024	127013	8/23/2024	PR 08.23.24	50.00	LIFE INSURANCE	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
AMERICAN FUNDS ROTH IRA WIRE	8/23/2024	2500110	8/23/2024	5895-7020-14903	25.00	AFTER TAX ROTH IRA CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
ANCHOR NATIONAL LIFE INSURANCE CO	8/23/2024	127008	8/23/2024	PR 08.23.24	228.25	ANCHOR NATIONAL LIFE INSURANCE	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
BETTENDORF POLICE BENEVOLENT FUND	8/23/2024	2500102	8/23/2024	PR 08.23.24	102.00	PR 08.23.24 CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21019
CITY OF BETTENDORF	8/23/2024	127014	8/23/2024	PR 08.23.24	19,825.91	INSURANCE	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21018
CITY OF BETTENDORF	8/23/2024	127014	8/23/2024	PR 08.23.24	165.00	ORTHO	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21019
CITY OF BETTENDORF	8/23/2024	127014	8/23/2024	PR 08.23.24	5,661.45	FLEX SPENDING	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020

Bettendorf City Council AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund Name	Department	Project	Account #
CITY OF BETTENDORF	8/23/2024	127014	8/23/2024	PR 08.23.24	1,999.60	DEPENDENT CARE	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
CITY OF BETTENDORF	8/23/2024	127014	8/23/2024	PR 08.23.24	1,896.49	PREM PASS THRU	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
CITY OF BETTENDORF	8/23/2024	127014	8/23/2024	PR 08.23.24	138.47	COMPUTER LOANS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21029
COLLECTION SERVICES CENTER	8/23/2024	2500108	8/23/2024	2499510	1,503.09	CHILD SUPPORT	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21016
GREAT AMERICAN PLAN ADMINISTRATORS	8/23/2024	2500100	8/23/2024	PR 08.23.24	684.84	08/23/24 PR CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
ICMA RETIREMENT TRUST - 457	8/28/2024	127027	8/23/2024	6887914	59,483.93	457 CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
ICMA RETIREMENT TRUST - 457	8/28/2024	127027	8/23/2024	6887914	4,794.17	457 LOAN PAYMENTS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21023
ICMA RETIREMENT TRUST - 457	8/28/2024	127027	8/23/2024	6887914	935.00	457 B ROTH CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
ICMA RETIREMENT TRUST - 457	8/23/2024	2500097	8/23/2024	6022949	5,303.18	AFTER TAX ROTH IRA	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
ICMA RETIREMENT TRUST - 457	8/28/2024	2500098	8/23/2024	6887914	59,483.93	457 CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
ICMA RETIREMENT TRUST - 457	8/28/2024	2500098	8/23/2024	6887914	4,794.17	457 LOAN PAYMENTS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21023
ICMA RETIREMENT TRUST - 457	8/28/2024	2500098	8/23/2024	6887914	935.00	457 B ROTH CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
ILLINOIS DEPARTMENT OF REVENUE	8/23/2024	2500105	8/23/2024	0-308-272-944	3,568.51	08/23/24 ILLINOIS STATE W/H	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21007
INTERNAL REVENUE SERVICE	8/23/2024	2500103	8/23/2024	70887140	84,119.65	FEDERAL W/H	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21005
INTERNAL REVENUE SERVICE	8/23/2024	2500103	8/23/2024	70887140	73,235.04	FICA W/H TAX	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21008
INTERNAL REVENUE SERVICE	8/23/2024	2500103	8/23/2024	70887140	27,513.10	MEDICARE W/H TAX	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21008
IOWA C.O.P.S.	8/23/2024	2500101	8/23/2024	PR 08.23.24	40.00	08/23/2024 PAYROLL CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21029
Iowa Department of Revenue	8/28/2024	2500104	8/23/2024	0-006-560-410	29,657.10	08/23/2024 IA TAX W/H	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21006
IPERS COLLECTIONS	8/23/2024	2500106	8/23/2024	121135222	37,723.86	EMPLOYEE SHARE IPERS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21010
IPERS COLLECTIONS	8/23/2024	2500106	8/23/2024	121135222	56,615.79	CITY SHARE IPERS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21010
LEGALSHIELD	8/23/2024	127009	8/23/2024	PR 08.23.24	55.83	LEGALSHIELD	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
LINCOLN LIFE	8/23/2024	127010	8/23/2024	PR 08.23.24	1,093.13	LIFE INSURANCE	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
MUNICIPAL FIRE & POLICE	8/23/2024	2500096	8/23/2024	PR 08.23.24	17,508.30	EMPLOYEE SHARE POLICE PENSION	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21011
MUNICIPAL FIRE & POLICE	8/23/2024	2500096	8/23/2024	PR 08.23.24	41,543.19	CITY SHARE POLICE PENSION	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21003
MUNICIPAL FIRE & POLICE	8/23/2024	2500096	8/23/2024	PR 08.23.24	12,304.62	EMPLOYEE SHARE FIRE PENSION	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21012
MUNICIPAL FIRE & POLICE	8/23/2024	2500096	8/23/2024	PR 08.23.24	29,196.03	CITY SHARE FIRE PENSION	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21004
NATIONWIDE RETIREMENT SOLUTIONS	8/23/2024	2500107	8/23/2024	PR 08.23.24	763.00	457 CONTRIBUTIONS	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
PACIFIC LIFE INSURANCE COMPANY	8/23/2024	127012	8/23/2024	PR 08.23.24	312.33	LIFE INSURANCE	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21020
STATE DISBURSEMENT UNIT	8/23/2024	127015	8/23/2024	PR 08.23.24	940.20	IL CHILD SUPPORT	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21016
UNITED WAY QUAD CITIES	8/23/2024	2500095	8/23/2024	PR 08/23/2024	794.00	EMPLOYEE CONTRIBUTIONS TO UNITED WAY	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21017
WASHINGTON NATIONAL LIFE INSURANCE	8/23/2024	127011	8/23/2024	PR 08.23.24	61.10	LIFE INSURANCE	8100 - Liability Clearing Acct.	0000 - Balance Sheet		8100-0000-21014
					588,405.79		**8100 - Liability Clearing Acct. Total**			
					1,508,465.97		**Grand Total**			

Bettendorf QCWCC AP Disbursements 09.03.2024

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Amount	Memo	Fund	Account #
IOWA DEPARTMENT OF REVENUE	8/20/2024	2500094	7/31/2024	0-006-507-799	7,410.40	SALES TAX 07/01-07/31	5900 - QC Waterfront Convention	5900-0000-20401
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	5,589.49	FEE & LICENSES	5900 - QC Waterfront Convention	5900-2001-56039
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	5,193.20	SUPPLIES	5900 - QC Waterfront Convention	5900-2001-56006
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	549.14	ADVERTISING	5900 - QC Waterfront Convention	5900-2001-55002
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	12,443.03	RENT EQUIPMENT	5900 - QC Waterfront Convention	5900-2001-55015
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	50,825.82	ENTERTAINER FEES	5900 - QC Waterfront Convention	5900-2001-56038
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	7,474.39	FINANCE SALARY AND BENEFITS	5900 - QC Waterfront Convention	5900-2001-51021
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	3,391.30	FACILITIES/MAINT SALARY WAGES AND BENEFITS	5900 - QC Waterfront Convention	5900-2001-51021
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	576.37	REPAIRS & MAINT	5900 - QC Waterfront Convention	5900-2001-54001
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	584.53	MEDIACOM	5900 - QC Waterfront Convention	5900-2001-54009
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	65.05	CONTRACT SERVICES	5900 - QC Waterfront Convention	5900-2001-55081
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	9,455.99	FOOD	5900 - QC Waterfront Convention	5900-2001-56028
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	163.10	BEVERAGES	5900 - QC Waterfront Convention	5900-2001-56029
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	30,587.71	GENERAL OFFICE SUPPLIESSALARY WAGES AND BENEFITS	5900 - QC Waterfront Convention	5900-2001-51021
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	2,273.64	SUPPLIES GENERAL OFFICE	5900 - QC Waterfront Convention	5900-2001-56006
ISLE OF CAPRI BETTENDORF, L.C.	9/4/2024	3677	7/23/2024	082324	6,885.74	CONTRACT SERVICES	5900 - QC Waterfront Convention	5900-2001-55081
NORTHWEST MECHANICAL, INC.	9/4/2024	3678	6/13/2024	64357	546.00	QCWCC BEER COOLER NOT COOLING REPAIR	5900 - QC Waterfront Convention	5900-2001-54001
REPUBLIC SERVICES	9/4/2024	3679	8/20/2024	0400-002364992	454.86	QCWCC GARBAGE	5900 - QC Waterfront Convention	5900-2001-55072
ROCHESTER ARMORED CAR CO., INC.	9/4/2024	3680	7/31/2024	153724A	75.81	QCWCC ARMORED CAR TRANSPORT	5900 - QC Waterfront Convention	5900-2001-55081
					144,545.57		**5900 - QC Waterfront Convention Total**	