

**CITY COUNCIL MEETING AGENDA**  
**Monday, November 20, 2023, 7:00 PM**  
**Eldridge Community Center · 400 S 16<sup>th</sup> Ave · Eldridge, IA**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment
  
5. Mayor's Agenda
  - A. Consideration to Approve City Council Minutes from November 6, 2023
  - B. Consideration to Approve Bills Payable
  
6. Old Business
  - A. Consideration of approving the renewal of the lease agreement with the Scott County Library
  - B. Consideration to approve the hiring of a new patrol officer to fill a pending full-time vacancy
  
7. New Business
  - A. Consideration of First Reading of Ordinance 2023-24 Amending Title D, Chapter 3, Flood Plain Management of the Eldridge City Code to adopt the new FEMA FIRM Map Panels and to amend the requirements for the elevation of equipment as recommended by the DNR Model Ordinance
  - B. Consideration to approve wage adjustments proposal under the new Public Works Structure
  - C. Consideration of Approving Sidewalk Assessment Waiver for GRT Eldridge Property, LLC (RILCO)
  - D. Consideration of Approving Street Assessment Waiver for GRT Eldridge Property, LLC (RILCO)
  - E. Discussion and Approval to issue an RFQ for Legal Services for calendar year 2024
  - F. Discussion and Approval to extend the free curbside yard waste collection and yard waste disposal thru December 11<sup>th</sup>, 2023
  
8. Adjournment

Next City Council Meeting: Monday, December 4<sup>th</sup>, 7:00pm at Eldridge Community Center

# City of Eldridge City Council Meeting Minutes

The City of Eldridge, Iowa, City Council met in an open session at Eldridge Community Center at 7:00 p.m. on November 6, 2023.

Council Members Present: Dan Collins, Adrian Blackwell, Bruce Cheek, Brian Dockery, and Bernie Peeters.

Presiding: Mayor Frank King

Motion by Dockery to approve the agenda with the amendment of striking the closed session and potential action as a result of the closed session. Second by Peeters. Motion was approved unanimously by voice vote.

David McCammant with MidAmerican Energy presented Jill DeWulf with the Park Board with a check for a \$500 grant for a drinking fountain at Centennial Park.

## Mayor's Agenda

Motion by Cheek to approve City Council Minutes from October 16, 2023. Second by Blackwell. Motion was approved unanimously by voice vote.

Motion by Collins to approve the bills payable in the amount of \$610,313.83 Second by Dockery. Motion was approved unanimously by voice vote.

Motion by Collins to table the approval of a Cigarette/Tobacco/Nicotine/Vapor permit for Eldridge Tobacco and Vape. Second by Peeters Motion was approved with a 4-1 voice vote.

## New Business

Motion by Blackwell to approve Resolution 2023-42 Approving the Fiscal Year 2023 Street Finance. Second by Dockery Roll call vote indicated Blackwell (Aye), Cheek (Aye), Collins (Aye), Dockery (Aye), and Peeters (Aye).

Motion by Peeters to approve Resolution 2023-43 Approving Street Lights in Grunwald Grove 2<sup>nd</sup> Addition, Ivy Acres Phase I, and Hickory Creek Park. Second by Cheek Roll call vote indicated Blackwell (Aye), Cheek (Aye), Collins (Aye), Dockery (Aye), and Peeters (Aye).

Motion by Peeters to approve Resolution 2023-44 Approving the Fiscal Year 2023 Annual Urban Renewal Report. Second by Dockery Roll call vote indicated Blackwell (Aye), Cheek (Aye), Collins (Aye), Dockery (Aye), and Peeters (Aye).

Motion by Blackwell to approve establishing a new 2024 hiring list for the Eldridge Police Department. Second by Cheek Motion was approved unanimously by voice vote.

Motion by Dockery to approve Resolution 2023-46 Supporting a joint application between Scott County and the City of Eldridge for the rehabilitation of N. 1<sup>st</sup> Street from W. Donahue Street North to the City of Long Grove south corporate limits to be completed with Surface Transportation Block Grant (STBG)

Funds. Second by Peeters Roll call vote indicated Blackwell (Aye), Cheek (Aye), Collins (Aye), Dockery (Aye), and Peeters (Aye).

Motion by Dockery to approve Resolution 2023-47 approving a salary increase for the City Administrator. Second by Peeters Roll call vote indicated Blackwell (Aye), Cheek (Aye), Collins (Aye), Dockery (Aye), and Peeters (Aye).

Motion by Blackwell to approve Resolution 2023-45 Authorizing the Advancement of costs for an Urban Renewal Project in the Lincoln-LeClaire Urban Renewal Plan and certification of expenses incurred by the City of Eldridge for payment under Iowa Code Section 403.19. Second by Collins Roll call vote indicated Blackwell (Aye), Cheek (Aye), Collins (Aye), Dockery (Aye), and Peeters (Aye).

Motion by Peeters to approve Resolution 2023-48 Approving an Increase in the Pay Rate for the City Boards & Commissions Members. Second by Dockery Roll call vote indicated Blackwell (Aye), Cheek (Aye), Collins (Aye), Dockery (Aye), and Peeters (Aye).

Motion by Dockery to approve Resolution 2023-49 Approving an Adjustment to the Pay Rate for the part-time City Building/Electrical Inspector with the amendment of adding part-time in front of City Building/Electrical Inspector and changing the year from 2024 to 2023 for the rate of pay to be retroactive to October 25, 2023. Second by Collins Roll call vote indicated Blackwell (Aye), Cheek (Aye), Collins (Aye), Dockery (Aye), and Peeters (Aye).

Motion by Blackwell to approve the purchase of a generator for the Sewer Plant at a cost of \$143,460 from the budgeted Sewer Other Capital expenditures fund. Second by Peeters Motion was approved unanimously by voice vote.

Motion by Dockery to adjourn at 7:42 p.m. Second by Peeters Motion was approved unanimously by voice vote.

A & A AIR COND & REFRIGERATION	ICE MACHINE	\$62.50
ACCESS SYSTEMS LEASING	COPIER LEASE	\$576.62
AHLERS & COONEY P.C.	SERVICES	\$2,318.05
ALWAYS CLEAN LLC	OFFICE CLEANING	\$708.75
AMAZON CAPITAL SERVICES	SUPPLIES	\$327.05
BOHNSACK & FROMMELT LLP	ACCOUNTING SERVICES - AUDIT	\$6,968.75
BROOKS LAW FIRM P.C.	GENERAL REPRESENTATION	\$2,679.00
BUSH BRIAN	SQR REIMBURSEMENT	\$930.00
CAVANAUGH TONY	FBI LEEDA TRAINING - DES MOINES	\$458.00
CERTIFIED LABORATORIES	AEROSOL	\$284.22
CINTAS FIRST AID & SAFETY D89	FIRST AID	\$31.53
CLARK EQUIPMENT CO.	BOBCAT COMAPCT TRACK LOADER	\$65,081.81
COBRA HELP	ACTIVE INSURED EMPLOYEES	\$24.05
COMMERCIAL PRINTERS	PD ENVELOPES	\$78.60
DAILY KATHY & BRANDON	SQR REIMBURSEMENT	\$1,000.00
DREW WAYNE	SQR REIMBURSEMENT	\$470.00

ELDRIDGE N.S. CHAMBER OF COMMERCE	CITY UPDATE BREAKFAST - 8 ATTENDEES	\$80.00
ELDRIDGE VOL. FIRE DEPT.	2ND QTR GAS FRANCHISE	\$4,654.07
ELECTRIC PUMP	PUMP DRY RUN PROTECTOR	\$455.27
FASTENAL COMPANY	NUTS/BOLTS	\$1.20
FLETCHER-REINHARDT CO.	WIRE TIE ALUM	\$570.00
FRICK MERLYN	SQR REIMBURSEMENT	\$680.00
G T SPORTS UNLIMITED	KRUSE CLOTHING	\$103.00
GEE ASPHALT SYSTEMS INC	RETAINAGE - GSB FRICTION SEAL	\$6,993.70
GRUENTHER JOHN	SQR REIMBURSEMENT	\$1,000.00
IDALS-PESTICIDE BUREAU	WESSEL PESTICIDE APPLICATOR LICENSE	\$15.00
IHRIG RENTALS LLC	SKID STEER - LASER GRADING	\$2,000.00
IOWA WORKFORCE DEVELOPMENT	J MOORE - UNEMPLOYMENT BENEFITS	\$5,090.00
JIM HILL / HILL PAINTING	CITY HALL PAINTING	\$3,100.00
JOHNSON DIANNE	SQR REIMBURSEMENT	\$410.00
KEMPER LAWRENCE	SQR REIMBURSEMENT	\$700.00
KINGS MATERIAL INC	MULCH	\$115.47
L L PELLING CO	SEALCOAT PROJECT	\$135,822.15
LAWSON PRODUCTS INC.	PARTS	\$289.82
MENARD CONSULTING INC	2023 GASB 75 VALUATION	\$900.00
MENARDS	SUPPLIES	\$422.68
MERSCHMAN HARDWARE	SUPPLIES	\$47.57
MIDAMERICAN ENERGY COMPANY	UTILITIES	\$6,793.74
MORTON SALT INC.	ICE SALT	\$4,708.51
MR & MRS RICHARD COLE	SQR REIMBURSEMENT	\$735.00
NORTH CENTRAL LABORATORIES	LAB EQUIPMENT	\$764.70
PATRIOT LINCOLN OF DAVENPORT	GRILLE ASSEMBLY PARTS	\$428.79
QUAD CITIES TAS	ANSWERING SERVICES	\$64.82
REIF ROY	SQR REIMBURSEMENT	\$450.00
RHINO INDUSTRIES INC	SLUDGE POLYMER	\$4,899.00
RIVER CITIES MANAGEMENT	WAREHOUSE SPACE	\$1,849.75
RIVER VALLEY COOPERATIVE	DIESEL	\$2,490.09
RIVERSTONE GROUP INC	SUPPLIES	\$4,778.59
RUSSELL CONSTRUCTION	YMCA FINAL PAYMENT	\$33,676.64
SARAFIN JUDI	SQR REIMBURSEMENT	\$325.00
SCOTT BAETKE	CLOTHING ALLOWANCE	\$154.96
SCOTT COUNTY LIBRARY SYSTEM	SEMIANNUAL TAXES	\$136,415.00
SCOTT COUNTY SHERIFFS DEPT.	BOOKING FEES	\$250.00
SHIVE-HATTERY ENGINEERS	ENGINEERING	\$46,140.20
STANLEY KEVIN	SQR REIMBURSEMENT	\$1,000.00
STAPLES	SUPPLIES	\$1,072.92
TRI-CITY ELECTRIC COMPANY OF IA	TAN INTERNET CABLE NEW BODYCAM	\$223.98

TYLER TECHNOLOGIES	TUTORING	\$1,120.00
UNIFORM DEN INC.	UNIFORMS	\$700.97
US POSTAL SERVICE	POSTAGE	\$500.00
VALLEY CONSTRUCTION CO.	PAVING LOT N & E 104 E LECLAIRE	\$5,506.00
VERIZON WIRELESS	CELL PHONES	\$1,134.95
WALLACE MICHAEL	SQR REIMBURSEMENT	\$1,000.00
WEX BANK	GAS SERVICE	\$5,914.53
AUXIANT	CLAIM FUNDING & BENEFITS	\$2,252.28
DELTA DENTAL	DENTAL INS PREMIUMS	\$1,586.56
PAYROLL 10/28/2023	PAYROLL 10/28/2023	\$97,173.28
UNUM LIFE INSURANCE	LIFE INSURANCE PREMIUMS	\$754.71
	<b>TOTAL</b>	<b>\$610,313.83</b>

**BILLS PAYABLE**

ROAD USE	110 5-210-6765	AFFORDABLE PARKING LOT SERVICES	CRACK SEALING AT TOWNSEND FARMS	\$33,920.00
STREET LIGHTING	001 5-230-6371	ALLIANT ENERGY CO.	STREET LIGHTS	\$421.97
STREET LIGHTING	001 5-230-6371	ALLIANT ENERGY CO.	STREET LIGHTS	\$26.23
STREET LIGHTING	001 5-230-6371	ALLIANT ENERGY CO.	STREET LIGHTS	\$427.36
STREET LIGHTING	001 5-230-6371	ALLIANT ENERGY CO.	STREET LIGHTS	\$26.84
SEWER	610 5-815-6371	ALLIANT ENERGY CO.	STREET LIGHTS	\$21.11
SEWER	610 5-815-6371	ALLIANT ENERGY CO.	STREET LIGHTS	\$28.15
SEWER	610 5-815-6799	ALTORFER INC	400 KW GENERATOR	\$143,460.00
FINANCE	001 5-620-6506	AMAZON CAPITAL SERVICES	DESK ORGANIZER	\$23.79
FINANCE	001 5-620-6506	AMAZON CAPITAL SERVICES	KEYBOARD	\$74.99
POLICE	001 5-110-6331	AQUA-TECH CAR WASH	PD FLEET CARWASH	\$80.00
INS SELF FUND	820 5-001-6183	AUXIANT	CLAIM FUNDING	\$597.40
LEGAL SERV	001 5-640-6410	CALIFF & HARPER P.C.	LABOR & EMPLOYMENT - PERSONNEL	\$3,258.50
FINANCE	001 5-620-6373	CENTRAL SCOTT TELEPHONE	TELEPHONE WIFI	\$870.80
SEWER	610 5-815-6373	CENTRAL SCOTT TELEPHONE	TELEPHONE WIFI	\$257.00
STREETS	001 5-210-6310	CINTAS CORPORATION	MATS	\$51.08
ADMINISTRATION	001 5-611-6310	CINTAS CORPORATION	MATS	\$34.44
VEHICLE MAINT	001 5-299-63322	CNH CAPITAL	KUNAU PARTS	\$15.50
VEHICLE MAINT	001 5-299-63322	CNH CAPITAL	KUNAU HITCH BRACKET	\$54.03
TRAFFIC	001 5-240-6509	COMMERCIAL PRINTERS	SHOP APPLIANCE DROPOFF SIGNAGE	\$98.90
STREETS	001 5-210-6310	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER CERT	\$117.45
STREETS	001 5-210-6310	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER CERT	\$621.80
SEWER	610 5-815-6310	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER CERT	\$160.50
ROAD USE	110 5-210-6771	EASTERN IOWA EXCAVATING & CONCRETE LLC	PAY APP #2 PATHCHING PLAN	\$168,452.21
STREET LIGHTING	001 5-230-6371	ELDRIDGE ELECT. UTILITY	STREET LIGHTS	\$3,570.84
SALES TAX	121 5-750-64071	ENGELBRECHT BRIAN	SQR REIMBURSEMENT	\$570.00
SALES TAX	121 5-750-64071	FEENEY MATTHEW	SQR REIMBURSEMENT	\$1,000.00
SALES TAX	121 5-750-64071	IOSSI RON	SQR REIMBURSEMENT	\$540.00
ADMINISTRATION	001 5-611-6240	JEFF MARTENS	ISTORM CONFERENCE	\$75.98
FINANCE	001 5-620-6506	JEFF MARTENS	BLINDS FOR OFFICE	\$82.88
SALES TAX	121 5-750-64071	KELLEY TRAVIS	SQR REIMBURSEMENT	\$1,000.00
SALES TAX	121 5-750-64071	KUNDEL MARGARET	SQR REIMBURSEMENT	\$520.00
ROAD USE	110 5-210-6530	MANATTS INC	MA MIX	\$576.00
ROAD USE	110 5-210-6530	MANATTS INC	HMA MIX	\$216.00
SEWER	610 5-815-6310	MENARDS	HEX KEYS	\$12.68
POLICE	001 5-110-6240	MICHAEL SKOCINSKI	TRAINING - DRUG RECOGNITION EXPERT (DRE)	\$781.93
SEWER	610 5-815-63201	MISSISSIPPI VALLEY PUMP INC	PUMP REBUILD	\$19,278.75
VEHICLE MAINT	001 5-299-6332	NAPA AUTO PARTS	UNIT 103 SWAY BAR	\$41.98
VEHICLE MAINT	001 5-299-6332	NAPA AUTO PARTS	UNIT 110 BLADE FILTER	\$68.97
VEHICLE MAINT	001 5-299-6332	NAPA AUTO PARTS	UNIT 314 FILTER	\$12.99
VEHICLE MAINT	001 5-299-6332	NAPA AUTO PARTS	UNIT 511 WHEEL NUT	\$99.80
VEHICLE MAINT	001 5-299-63322	NAPA AUTO PARTS	UNIT 87 FILTERS	\$48.98
VEHICLE MAINT	001 5-299-63322	NAPA AUTO PARTS	UNIT 18 FILTER	\$44.98
VEHICLE MAINT	001 5-299-63322	NAPA AUTO PARTS	UNIT 87 WASHER HOSE	\$35.99
VEHICLE MAINT	001 5-299-6504	NAPA AUTO PARTS	SHOP TOOL	\$105.00
VEHICLE MAINT	001 5-299-6504	NAPA AUTO PARTS	SHOP SUPPLIES	\$62.45
SEWER	610 5-815-6332	NAPA AUTO PARTS	UNIT 97 SPARK PLUG FILTER	\$14.97
FINANCE	001 5-620-6414	NORTH SCOTT PRESS	CITY COUNCIL PUBLISHINGS	\$936.10
SALES TAX	121 5-750-64071	O'BRIEN KAREN	SQR REIMBURSEMENT	\$410.00
POLICE	001 5-110-6240	PATE BRANDON	TRAINING - DRIVER'S TRAINING WITH SCOTT CO	\$16.00
STREETS	001 5-210-6310	PRECISION AIR	FURNACE REPAIRS	\$64.00
SEWER	610 5-815-6490	QC ANALYTICAL SERVICES LLC	ECOLI TESTING	\$188.00
SANITATION	001 5-290-6497	REPUBLIC SERVICES #400	GARBAGE SERVICES	\$32,161.85
POLICE	001 5-110-6599	RNJS DISTRIBUTION INC.	WATER	\$9.98
POLICE	001 5-110-6599	RNJS DISTRIBUTION INC.	WATER	\$16.05
FINANCE	001 5-620-6506	RNJS DISTRIBUTION INC.	WATER	\$9.97
FINANCE	001 5-620-6506	RNJS DISTRIBUTION INC.	WATER	\$16.05
POLICE	001 5-110-6319	SHARED IT INC	IT SERVICES	\$671.30
STREETS	001 5-210-6373	SHARED IT INC	IT SERVICES	\$213.65
FINANCE	001 5-620-6373	SHARED IT INC	IT SERVICES	\$282.95
FINANCE	001 5-620-6373	SHARED IT INC	IT SERVICE OVERAGES	\$451.25
SEWER	610 5-815-6373	SHARED IT INC	IT SERVICES	\$144.35
STREETS	001 5-210-6310	STAPLES	PAPER TOWELS SHOP	\$71.29
FINANCE	001 5-620-6506	STAPLES	OFFICE SUPPLIES	\$91.27
FINANCE	001 5-620-6506	STAPLES	OFFICE PAPER	\$112.83
SEWER	610 5-815-6490	STATE HYGENIC LABORATORY	LAB TESTING	\$42.00
FINANCE	001 5-620-6506	STOREY KENWORTHY/MATT PARROTT AND SONS	W-2 & 1099 FORMS	\$147.80
SALES TAX	121 5-750-64071	SUTTON STEVE	SQR REIBURSEMENT	\$870.00
STREETS	001 5-210-6181	THEISEN SUPPLY INC	BAETKE CLOTHING ALLOWANCE	\$154.96
SPLIT	SPLIT	DELTA DENTAL	DENTAL INS PREMIUMS	\$1,406.44
SPLIT	SPLIT	UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INS PREMIUMS	\$918.68
SPLIT	SPLIT	WELLMARK BLUE CROSS	HEALTH INS PREMIUMS	\$17,496.13
SPLIT	SPLIT	PAYROLL 11/11/23	PAYROLL 11/11/23	\$94,003.27
SPLIT	SPLIT	WEX	FUEL BILL	\$4,531.02

**CREDIT CARDS**

ANDREW LELLIG	008-5-110-6602	TRUPANION	MONTHLY HEALTH INSURANCE FOR K-9	\$122.97
ASHLEY LACEY	001-5-611-6310	DIGITAL BUYER	LOCK FOR DROP BOX	\$40.03
ASHLEY LACEY	001-5-620-6506	DESIGNERY - PAYPAL	DESKTOP CALENDARS	\$14.00
BRENDA KIEL	001-5-110-6506	J P COOKE CO	PET TAGS	\$89.35
BRENDA KIEL	008-5-110-6599	SAMS CLUB	HALLOWEEN CANDY	\$234.45
BRENDA KIEL	001-5-110-6319	READY PLUG	PRINTER CABLE FOR SQUAD 103	\$28.79
BRENDA KIEL	001-5-110-6508	USPS	POSTAGE FOR CASE 2023-14238	\$6.30
JACOB COSTAS	001-5-110-6181	ZERO9 SOLUTIONS LLC	HOLSTER	\$170.97
JEFFREY MARTENS	001-5-110-6599	THE HILLMAN GROUP	WORKING SERVICE DOG TAGS PER CITY CODE	\$17.12
JODY COFFMAN	001-5-611-6601	CANVA	MONTHLY SUBSCRIPTION - CITY AND COM CNT	\$59.70
KEITH SCHNECKLOTH	001-5-299-6332	FARM & FLEET	BATTERY FOR UNIT 821	\$154.99
KEITH SCHNECKLOTH	001-5-210-6310	FARM & FLEET	HEATER FOR YARD WASTE BUILDING	\$22.99
MARTHA NIETO	001-5-620-6508	USPS	IRS DOCUMENT MAILINGS	\$9.25
MITCHELL MORRIS	001-5-210-6181	THEISENS	SHOES - CLOTHING ALLOWANCE	\$180.49
NEVADA LEMKE	001-5-611-6240	RIVERSIDE CASINO - 22 & VINE	LUNCH - TIF CONFERENCE - LEMKE, MARTENS, NIETO	\$71.92
NEVADA LEMKE	001-5-110-6599	BITTNER YMCA	<u>Y @ WORK DUES - 6 PD</u>	\$120.00
NEVADA LEMKE	001-5-611-6601	BITTNER YMCA	Y @ WORK DUES - 2 FINANCE	\$40.00
NEVADA LEMKE	001-5-620-6506	KEURIG	COFFEE FOR CITY HALL BREAK ROOM	\$72.33
NEVADA LEMKE	001-5-110-6599	BITTNER YMCA	<u>Y @ WORK DUES - 6 PD</u>	\$120.00
NEVADA LEMKE	001-5-611-6601	BITTNER YMCA	Y @ WORK DUES - 2 FINANCE	\$40.00
NEVADA LEMKE	001-5-620-6506	AMAZON	6 PK 4X6 POST-ITS	\$41.70
RYAN GALE	001-5-110-6181	SAFARILAND	HOLSTER	\$85.07
RYAN GALE	001-5-110-6420	GALLS	FLASHLIGHT	\$60.27
SCOTT BAETKE	001-5-210-6181	RED WING	BOOTS - CLOTHING ALLOWANCE	\$254.65
TONY CAVANAUGH	001-5-110-6240	FAIRFIELD HOTEL	FBI LEEDA - TRAINING	\$638.40
			BILLS PAYABLE	\$537,298.41
			CREDIT CARDS	\$2,695.74
			<b>TOTAL</b>	<b>\$539,994.15</b>

**LEASE - BUSINESS PROPERTY**

**THIS LEASE AGREEMENT**, is entered into on \_\_\_\_\_ by City of Eldridge ("Landlord") whose address for the purpose of this lease is 305 N. Third Street, Eldridge, IA 52748, and Scott County Library System ("Tenant") whose address for the purpose of this lease is 215 North 6th Street, Eldridge, IA 52748.

- 1. PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described "premises", situated in Scott County, Iowa:

Lot 17 of Lancer Park Sixth Addition to the City of Eldridge, Iowa, and commonly known as 200 North Sixth Avenue, Eldridge, Iowa

with the improvements thereon, and all rights, easements and appurtenances, which, more particularly, includes the space and premises as may be shown on "Exhibit A," if attached, for a term of 25 years, commencing at midnight of the day previous to the first day of the lease term, which shall be on June 1, 2025 and ending at midnight on the last day of the lease term, which shall be on May 31, 2050, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided.

- 2. RENTAL.** Tenant agrees to pay to Landlord as rental for said term, as follows: One-twelfth (1/12) of annual property insurance premium per month, in advance, the first rent payment becoming due upon June 1, 2025 **and on the 1<sup>st</sup> day of each month thereafter, during the term of this lease.** This rental price is adjusted each year effective January 1 based on the insurance premium paid by the City for that year.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 9% per annum from the due date, until paid.

**2(1). "TRIPLE NET" PROVISIONAL (OPTIONAL)**

INITIAL IF APPLICABLE

_____	Tenant agrees that all duties and obligations to repair, maintain and provide utilities and services (paragraphs 6 and 7), to pay taxes and special assessments, if any, (paragraph 10) and to pay for casualty and liability insurance (paragraph 11) shall be borne solely by
Landlord	Tenant during the term of this lease. (If the parties select this
__X__	provision, all duties and obligations set forth in paragraphs 6, 7, 10
Tenant	and 11 shall be performed by the Tenant).

- 3. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as
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herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

- 4. **USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for public library and related uses.
- 5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.
- 6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.**

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

- A. Tenant takes the premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

- B. Tenant shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.
- C. Repair shall be performed and paid for by the parties as follows:

	<u>Performance</u>	<u>Payment</u>	
	L=LANDLORD T=TENANT	% Landlord	% Tenant
Interior walls, floors and ceilings	T		100%
Sewer, plumbing fixtures, pipes, wiring, electrical fixtures within the structure	T		100%
Heating equipment	T		100%
Air conditioning	T		100%
Plate glass (replacement)	T		100%
Sidewalks	T		100%

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Parking areas	T	100%
Other common areas (strike if inapplicable)	T	100%

- D.** Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant (subject to LIMITATION, if any, regarding repairs in Paragraph C, above).
- E.** Tenant shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

**EQUIPMENT, DECORATING AND ALTERATIONS**

- F.** The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u> L=Landlord T=Tenant	<u>REPLACED</u> L=Landlord T=Tenant
Heating equipment	T	T
Air conditioning equipment	T	T
Carpeting/floor covering	T	T
Drapes, shades, blinds	T	T

Any similar equipment, furnishings, and fixtures not specifically provided for above shall be provided and paid for by Tenant.

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

- G.** Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

**AMERICANS WITH DISABILITIES ACT**

- H.** Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the
-

laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

	% Landlord	% Tenant
Common areas	____%	100%
Tenants area:		
Initial compliance (specify)	____%	100%
Future compliance	____%	100%

**7. UTILITIES AND SERVICES.** Utilities and services shall be furnished and paid for by the parties as follows:

	<u>Performance</u>	<u>Payment</u>	
	L=Landlord T=Tenant	% Landlord	% Tenant
Electricity	T	____%	100%
Gas	T	____%	100%
Water and Sewer	T	____%	100%
Garbage/Trash	T	____%	100%
Janitor/Cleaning	T	____%	100%
Common areas	T	____%	100%

**8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.**

**A. TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.



**B. OPTION TO RENEW.**

**INITIAL IF APPLICABLE**

\_\_\_\_\_ Starting June 1, 2048 Tenant may renew this lease for 1  
Landlord additional term of 25 years by giving Landlord a written notice  
of intent to renew at least 365 days (no later than May 31, 2049)  
prior to the expiration of the term that precedes each such  
renewal term. Each renewal will be on the same terms and  
condition as the original term.

\_\_\_\_\_ Tenant

**C. SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

**D. HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of the lease.

**E. REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

**9. ASSIGNMENT AND SUBLETTING. There shall not be any assignment of this lease or subletting of the premises or any part thereof, without the Landlord's written permission.**

**10. REAL ESTATE TAXES.**

**A.** Presently the premises are exempt from real estate property taxes. If such taxes were to be assessed in the future then as follows: All installments of real estate taxes would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord \_\_\_\_\_% Tenant 100%

**B.** Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by Tenant shall be paid as follows:

Landlord \_\_\_\_\_% Tenant 100%

**C. PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

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**D. SPECIAL ASSESSMENTS.** Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord \_\_\_\_\_%                      Tenant 100%

**E.** Each party reserves its right of protest of any assessment of taxes.

**11. INSURANCE.**

**A. PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies or paragraph 12 herein, the Landlord and Tenant waive all rights of recovery against each other.

**B. LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$(See Addendum) each occurrence and \$(See Addendum) annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

**C. CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

**D. ACTS BY TENANT.** Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.

**E. INCREASED RISKS OR HAZARDS.** Tenant further agrees to be liable for and to promptly pay, as if current rent, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

**F.** Landlord and Tenant shall each provide a copy of this lease to their respective insurers.

**12. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

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**13. INDEMNITY.** Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend, hold harmless and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

**14. FIRE AND CASUALTY.**

- A. PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable **within 120 days** after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages **within 120 days** of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.
- B. ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.
- C. TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises **including the parking area** (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired **within 120 days** this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, **within 20 days** after such destruction. Tenant shall surrender possession **within 10 days** after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

**15. CONDEMNATION.**

- A. DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
  - B. DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph 15 (a) above.
-

## **16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

### EVENTS OF DEFAULT

**A.** Each of the following shall constitute an event of default by Tenant:

- 1) Failure to pay rent when due.
- 2) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
- 3) Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.
- 4) Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

### NOTICE OF DEFAULT

**B.** Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

### REMEDIES

**C.** In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

- 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.
  - 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
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**17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.** If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

**18. SIGNS.**

**A.** Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

**B.** Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

**19. MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

**20. LANDLORD'S LIEN AND SECURITY INTEREST.**

**A.** Said Landlord shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

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## **21. ENVIRONMENTAL.**

### **A. Landlord.** To the best of Landlord's knowledge to date:

- 1) Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- 2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
- 3) No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
- 4) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
- 5) Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

### **B. Tenant.** Tenant expressly represents and agrees:

- 1) During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.
  - 2) During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
  - 3) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.
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- 4) Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

**22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.**

- A. During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.
- B. Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

**23. RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**24. NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

**25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

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**26. CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

**27. CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

**28. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

**29. ADDENDUM.** See attached Addendum terms and conditions, which are additional terms to this lease.

**30. ADDITIONAL PROVISIONS.**

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**CITY OF ELDRIDGE, IOWA,  
LANDLORD**

**SCOTT COUNTY LIBRARY SYSTEM,  
TENANT**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its City Clerk

By: \_\_\_\_\_  
Its Secretary

STATE OF IOWA, COUNTY OF SCOTT, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the Notary Public in and for the above county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me sworn, did say that they are the Mayor and City Clerk, respectively, of the above municipal corporation; that no seal has been procured by the municipal corporation; that this instrument was signed on behalf of the municipal corporation by authority of its City Council; and \_\_\_\_\_ and \_\_\_\_\_, as such officers, acknowledged the execution of this instrument to be the voluntary act and deed of the municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for this county and state

STATE OF IOWA, COUNTY OF SCOTT, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the Notary Public in and for the above county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me sworn, did say that they are the President and Secretary, respectively, of the above governmental organization; that no seal has been procured by the governmental organization; that this instrument was signed on behalf of the governmental organization by authority of its Board of Trustees; and \_\_\_\_\_ and \_\_\_\_\_, as such officers, acknowledged the execution of this instrument to be the voluntary act and deed of the governmental organization, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for this county and state

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## ADDENDUM TO LEASE-BUSINESS PROPERTY

The following terms and conditions are incorporated as part of the Lease-Business Property dated \_\_\_\_\_, 2023, to which this Addendum is attached:

1. Notwithstanding the provisions of termination set forth herein, this Lease-Business Property may be terminated upon the following:
  - A. Voter referendum directing or approving the withdrawal by the City of Eldridge, Iowa, from the Scott County Library System (or other lawful action effecting such withdrawal), in which case Tenant shall vacate the premises within 4 months of the date said withdrawal is directed; or
  - B. The mutual agreement of the Landlord and Tenant.
2. It is the intention of the parties hereto that Tenant shall be solely and fully responsible for all repairs, maintenance and replacement of building, its contents and grounds, all to be accomplished in a prompt and reasonable manner upon a determination by Landlord or Tenant of a defect requiring such repair, maintenance or replacement. This obligation shall include but shall not be limited to mowing grass and maintaining ground areas, and snow removal.
3. Tenant's liability insurance limits, as referenced at paragraph 11 herein (or otherwise) shall in any case equal limits established by the City of Eldridge, Iowa, for its own insurance protection. Accordingly, said limits may be adjusted periodically to reflect changes in the City of Eldridge's insurance limits. Upon receiving notice of such change in limits, Tenant shall within 15 days obtain appropriate insurance limits coverage and provide proof thereof to Landlord.
4. During the term of this Lease-Business Property and pursuant to separate written agreement, Landlord and Tenant may agree to transfer title to the real property pursuant to either (a) purchase agreement at a cash price and terms mutually agreed upon by both parties, or (b) for such other mutual non-cash consideration and terms agreed upon by both parties. Either such a transfer results in the termination of this lease.
5. In the event Tenant desires to renew or extend the term of this Lease-Business Property, notice of such intent shall be provided in writing to Landlord at Landlord's address shown on page 1 of this Lease-Business Property, not fewer than twenty-four (24) months prior to the ending date of this Lease-Business Property. In the event landlord and Tenant have not mutually agreed to such a renewal or extension, and upon all terms and conditions related thereto, prior to a point in time which is twenty-four (24) months prior to the termination of this Lease-Business Property, the Lease-Business Property shall be deemed not to be renewed and Tenant shall vacate the premises accordingly at the end of the lease term.

6. The parties hereto acknowledge compliance with any state or other laws relating to the execution of this Lease-Business Property.

**CITY OF ELDRIDGE, IOWA,  
LANDLORD**

**SCOTT COUNTY LIBRARY SYSTEM,  
TENANT**

By: \_\_\_\_\_  
Its Mayor

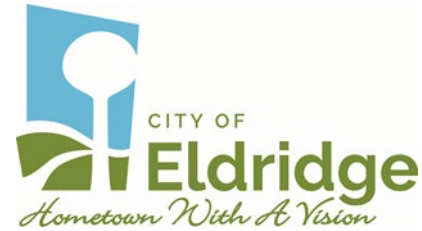
By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its City Clerk

By: \_\_\_\_\_  
Its Secretary

# City of Eldridge

## MEMORANDIUM

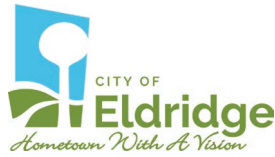


To: Mayor and City Council  
From: Jeff Martens, Assistant City Administrator  
Re: Floodplain Amendment Memo  
Date: 11/20/23

Mayor and City Council:

The City has been informed that the FEMA FIRM maps are being updated and will go into effect on April 11, 2024. While no changes have been made within the city limits of Eldridge map panels that Eldridge is on are effected. Therefore, we will need to amend our Floodplain Ordinance to adopt these new Map Panels.

There have also been some changes to the DNR model ordinance concerning elevation of equipment since the city last updated this ordinance that are also reflected in this amendment.



## **ORDINANCE 2023-24**

### **AN ORDINANCE AMENDING TITLE D, CHAPTER THREE, FLOOD PLAIN MANAGEMENT OF THE ELDRIDGE CITY CODE MAKING THE FOLLOWING CHANGES, REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **Section One.**

Title D, Chapter Three, Section 3.02 ESTABLISHMENT OF OFFICIAL FLOODPLAIN ZONING MAP is amended by removing the following language:

The Flood Insurance Rate Map (FIRM) for Scott County and Incorporated Areas, City of Eldridge, Panels 19163C0200G, 0215G, 0220G, 0335G, 0355G, and 0360G, dated March 23, 2021, which were prepared as part of the Flood Insurance Study for Scott County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Scott County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

#### **Section Two.**

Title D, Chapter Three, Section 3.02 ESTABLISHMENT OF OFFICIAL FLOODPLAIN ZONING MAP is amended by adding the following language:

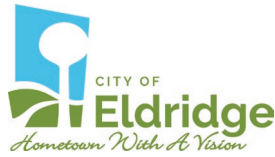
The Flood Insurance Rate Map (FIRM) for Scott County and Incorporated Areas, City of Eldridge, Panels 19163C0200G, 0251G, 0220G, dated March 23, 2021, and Panels 19163C0335H, 0355H, 0360H, dated April 11, 2024, which were prepared as part of the Flood Insurance Study for Scott County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Scott County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

#### **Section Three.**

Title D, Chapter Three, Section 6.02 (D) ALL NEW AND SUBSTANTIALLY IMPROVED STRUCTURES is amended by removing the following language:

3. New and substantially improved structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities (including ductwork) elevated or floodproofed to a minimum of one (1) foot above the base flood elevation.





#### **Section Four.**

Title D, Chapter Three, Section 6.02 (D) ALL NEW AND SUBSTANTIALLY IMPROVED STRUCTURES is amended by adding the following language:

3. New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of one (1) foot above the base flood elevation.

#### **Section Five.**

Title D, Chapter Three, Section 6.02 (D) ALL NEW AND SUBSTANTIALLY IMPROVED STRUCTURES is amended by adding the following language:

4. New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of one (1) foot above the base flood elevation or designed to be watertight and withstand inundation to such a level.

#### **Section Six.**

Title D, Chapter Three, Section 6.02 (K) ACCESSORY STRUCTURES TO RESIDENTIAL USES is amended by removing the following language:

Detached garages, sheds and similar structures that are incidental to a residential use shall comply with the elevation requirements as outlined in Section 6.02 (B).

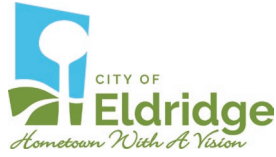
#### **Section Seven.**

Title D, Chapter Three, Section 6.02 (K) ACCESSORY STRUCTURES TO RESIDENTIAL USES is amended by adding the following language:

Detached garages, sheds and similar structures that are incidental to a residential use shall comply with the elevation requirements as outlined in Section 6.02 (C).

#### **Section Eight.**

This ordinance shall take effect upon April 11, 2024.



PASSED AND APPROVED THIS 18TH DAY OF DECEMBER, 2023.

Attest:

\_\_\_\_\_  
Mayor, Frank King

\_\_\_\_\_  
Martha Nieto, City Clerk

Blackwell	<input type="checkbox"/> Yea	/	<input type="checkbox"/> Nay	/	<input type="checkbox"/> Absent
Cheek	<input type="checkbox"/> Yea	/	<input type="checkbox"/> Nay	/	<input type="checkbox"/> Absent
Collins	<input type="checkbox"/> Yea	/	<input type="checkbox"/> Nay	/	<input type="checkbox"/> Absent
Dockery	<input type="checkbox"/> Yea	/	<input type="checkbox"/> Nay	/	<input type="checkbox"/> Absent
Peeters	<input type="checkbox"/> Yea	/	<input type="checkbox"/> Nay	/	<input type="checkbox"/> Absent

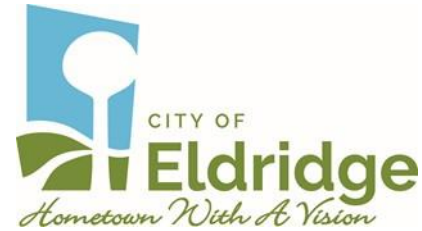
Mayor Frank King  
Councilman Adrian Blackwell

Councilman Bruce Cheek  
Councilman Daniel Collins

Councilman Bernie Peeters  
Councilman Brian Dockery

# City of Eldridge

## MEMORANDIUM



To: Mayor and Council  
From: City Administrator, Nevada Lemke  
Re: New Public Works Wages  
Date: 11/15/2023

Mayor and City Council

On October 16, 2023, the City Council voted to approve the restructuring of the Public Works Department. Under the new structure, the Public Works Director will oversee the Streets, Parks, and Sewer Departments, which will improve overall efficiency and service delivery. It was also indicated that Tony Rupe would be the best fit for the Director position in the natural progression of his current role as Sewer Superintendent, upon the retirement of the current Public Works Director Brian Wessel. The Council approved the change to the structure with the intention of having a follow-up discussion related to the timeline of the transition, and any wage adjustments for the staff impacted by the change.

Brian Wessel has since provided a memo that states his intention to retire, with his last working day anticipated to be around March 15, 2025. With that date now known, it is important to discuss the transition as part of the succession planning for the future of the Department.

The first step of the transition would be to promote Tony Rupe to the Operations Manager of the Public Works Department. This will allow Tony and Brian to work together on defining the two management roles under the new structure and determining what the responsibilities are of each, and how they work together to run a successful department.

The next step would be to transition Tony to the Public Works Director role, and have Brian spend his remaining time before his retirement as the Operations Manager, or a supporting role to the Public Works Director. In this phase, Tony will have time to experience the acting role as the Department Director with the benefit of having Brian still available to provide that additional institutional knowledge and expertise. This step would be anticipated to occur around March 2024.

The final step would be Brian's retirement with Tony in the role of Public Works Director and a stabilized department with clearly defined management roles, setting the department up for future growth and providing another step of advancement opportunity for employees within the Public Works Department.

With the transition, the management roles will take on additional responsibility. Brian will oversee the Sewer Department and Tony will be developing a new Departmental Management role which

Mayor Frank King  
Councilman Adrian Blackwell

Councilman Bruce Cheek  
Councilman Daniel Collins

Councilman Bernie Peeters  
Councilman Brian Dockery

will be integral in the continued success of the Public Works Department as our experienced employees move toward retirement and new employees move into these management roles.

Currently, Tony and Brian are both making \$89,938. In a comparable wage study with 7 cities in Iowa of similar size and full-time employee count, ranging from a population of 5,808 to 7,529, the range for Public Works Director wages is \$85.5k - \$101.7k annually. Additionally, 6 of those 7 cities also employ a full-time Parks & Recreation Director with a wage range of \$64.2k - \$95.5k annually, and 5 of those 7 cities also have a Sewer Superintendent with a wage range of \$80.4k - \$87.4k annually. Under the new Public Works Structure, we will have one Director that oversees all 3 divisions, and an Operations Manager to assist with project management and daily operations.

In addition to the added responsibilities for the new roles, both Brian and Tony have significant tenure with the City. Brian will be a 30-year employee of the City as of January 2024, and Tony is an 18-year employee and has served as the Assistant City Administrator and City Administrator, in addition to his current role as Sewer Superintendent with a Grade IV Wastewater Certification. Both employees are invaluable to the City not only in their experience and skill, but in their leadership qualities as well.

Finally, as part of my comparable wage study, I am evaluating the annual increases over the past 8 years for the City of Eldridge. From 2016 – 2017, the annual cost of living increase has been consistent with an average of .84% above the rate of inflation each year, providing employees with an increase in disposable income. In 2021, the cost-of-living increase was a - 4.5%, in 2021 – 3.5%, and in 2023 is estimated to be - .70%, leaving employees with a decrease in disposable income, even after their wage adjustments. Based on this information, if we were to raise Brian and Tony to wages that would MEET inflation over the past 3 years, they would be currently making \$101,184 annually. That would just be meeting inflation, with no increase in disposable income.

It is recommended that the Council consider increasing the wages of Brian Wessel and Tony Rupe to \$105,000 annually taking into consideration the rate of inflation v. the cost-of-living wage increases, the tenure, experience, and skills/certification of the employees, and the added responsibilities that both employees will assume under the new Public Works Structure. It is further recommended that upon the retirement of Brian Wessel, the Council consider increasing Tony Rupe's wages to \$120,000 (he will be at \$108,675 at that time). With Brian gone, Tony will be fully in the new Public Works Director role and training/mentoring newer staff to move into the Operations Manager role. He will also be the only Grade IV Certified Wastewater employee until either an internal employee or new employee are able to obtain the Grade IV Certification that is required in order to operate our Wastewater Treatment Plant.

Thank You.

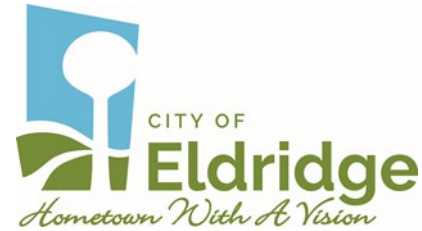
Mayor Frank King  
Councilman Adrian Blackwell

Councilman Bruce Cheek  
Councilman Daniel Collins

Councilman Bernie Peeters  
Councilman Brian Dockery

# City of Eldridge

## MEMORANDIUM



To: Mayor and City Council  
From: Jeff Martens, Assistant City Administrator  
Re: GRT Eldridge Property, LLC (RILCO) Memo  
Date: 11/20/23

Mayor and City Council:

The City has received a Sidewalk Assessment Waiver and Street Assessment Waiver from GRT Eldridge Property, LLC, the owner of the RILCO building located on S. 14<sup>th</sup> and 16<sup>th</sup> Avenue.

Following this memo you will see a site plan labeled by city staff to illustrate the affected areas and then the waivers submitted by GRT.

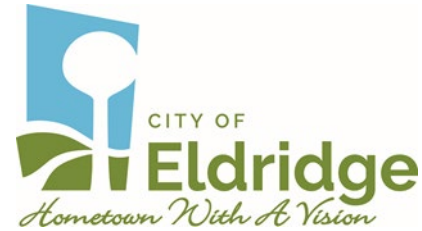
**Sidewalk Assessment Waiver staff comments:** Title D, Chapter 1, Section 19.12 Sidewalks of the City Code states, "SIDEWALKS. Sidewalks are required on both sides of all streets in all residential subdivisions. Sidewalks are required in any public and municipal or commercial or industrial subdivision where pedestrian traffic is not otherwise served. When any subdivision is adjacent to an existing street and may contain lots with multiple street frontages, the council may require the developer to grade for and/or install sidewalk on the adjacent street concurrently with the construction of other required subdivision improvements, or at such other time as the council may determine appropriate. In existing industrial parks, in industrial districts, where no sidewalks currently exist the developer may submit a sidewalk assessment waiver to the city council for their consideration. All new industrial park developments will require sidewalks as set forth in this ordinance. Any approved sidewalk assessment waivers are required to be filed with the Scott County Recorder by the applicant."

This property is zoned I-1 Light Industrial; however, it is in a mixed use area that includes Commercial, Public and Municipal and General Industrial properties. Some of these properties have sidewalks and some of them do not. In all the affected parking lots where GRT is requesting sidewalk assessment waivers there are interior sidewalks included on the plans to serve their own pedestrian traffic. Please see attached plans for further details.

**Street Assessment Waiver staff comments:** Title D, Chapter 2, Section 19.00 General Design Requirements for streets, 19.01. Streets to be continued of the City Code states, "Streets in new subdivisions shall be designed to provide for the continuation of existing and planned streets. In addition the Board or the Council may require the provision of right-of-way for the connection of proposed subdivision to any adjoining unsubdivided land."

# City of Eldridge

## MEMORANDIUM

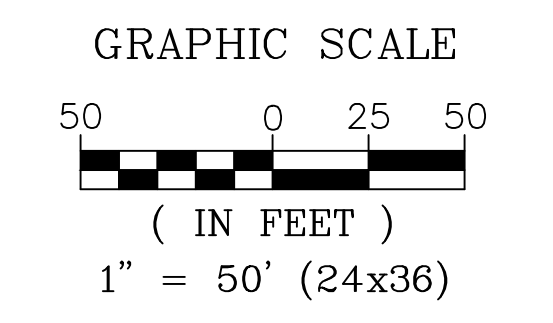
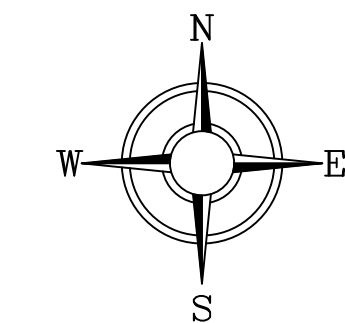


When this subdivision was developed a Street Assessment Waiver was granted to not extend S. 16<sup>th</sup> Avenue to the end of the southernmost parcel currently owned by GRT Eldridge Properties, LLC as no development was taking place there at that time. The southern parcel is now being partially developed. See attached plans for further details.

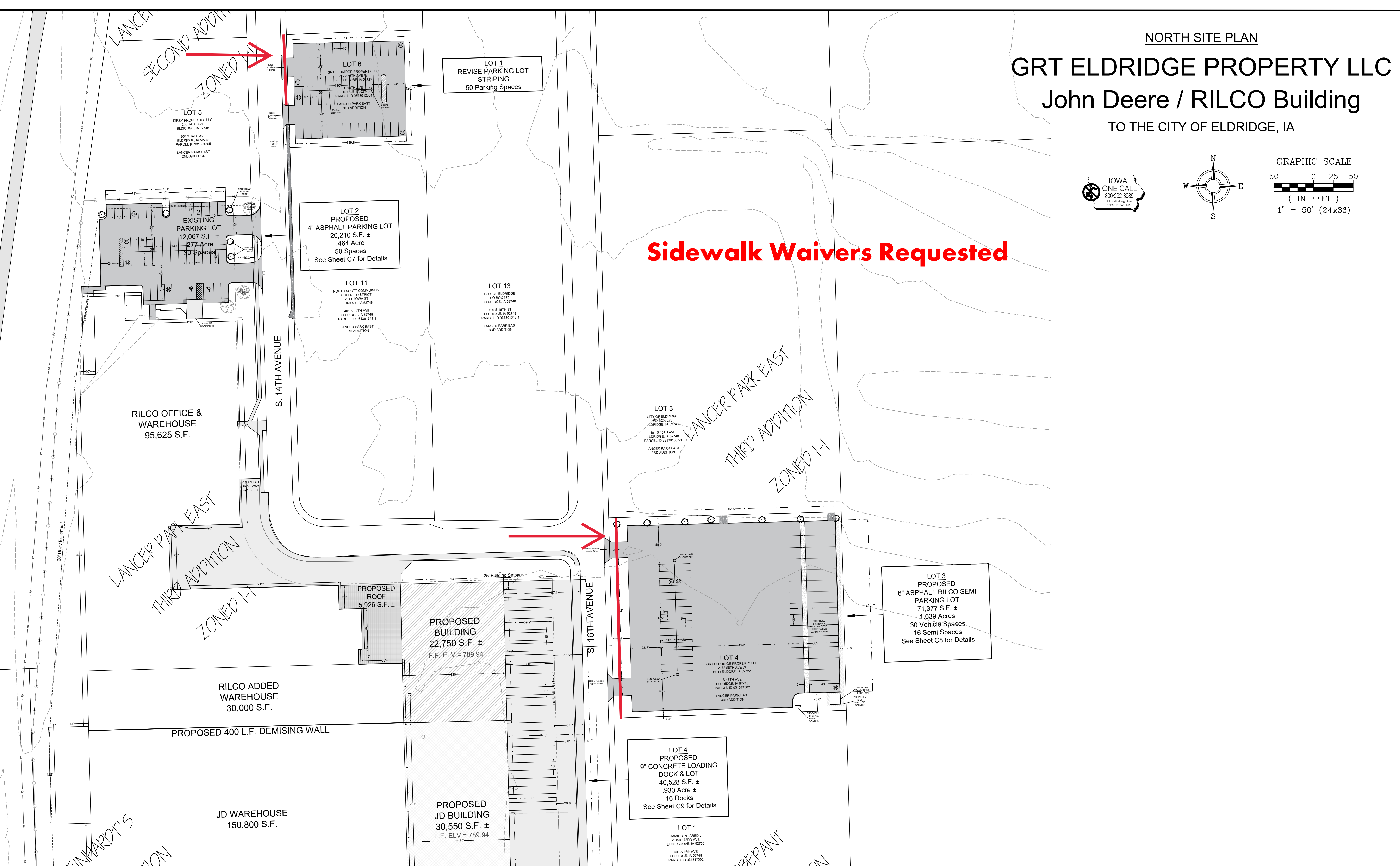
When entering into the Development Agreement with GRT Properties, LLC and RILCO, an agreement that was approved and will grant them \$3.5 million in tax incentives, it was stated by them that other companies they do business with may have interest in relocating to this area. Also, while doing research for the creation of the new Urban Renewal Area the owners of two properties to the south, Grain Werks D LLC and Goettsch Land Corporation, made inquiries as to when S. 16<sup>th</sup> Avenue would be extended. However, this is passive interest right now as no parties have submitted plans to develop any of the area to the south.

NORTH SITE PLAN

GRT ELDRIDGE PROPERTY LLC  
 John Deere / RILCO Building  
 TO THE CITY OF ELDRIDGE, IA



**Sidewalk Waivers Requested**



DATE: 6/19/2023  
 563 386.4236 office 386.4231 fax  
 2224 East 12th Street, Davenport, IA 52803

DRAWN BY: TAS  
 CHECKED BY: CRT  
 DRAWING LOCATION  
 S:\FRIEMEL\ELDRIDGE BAWDEN BUILDING\SITE PLAN.DWG

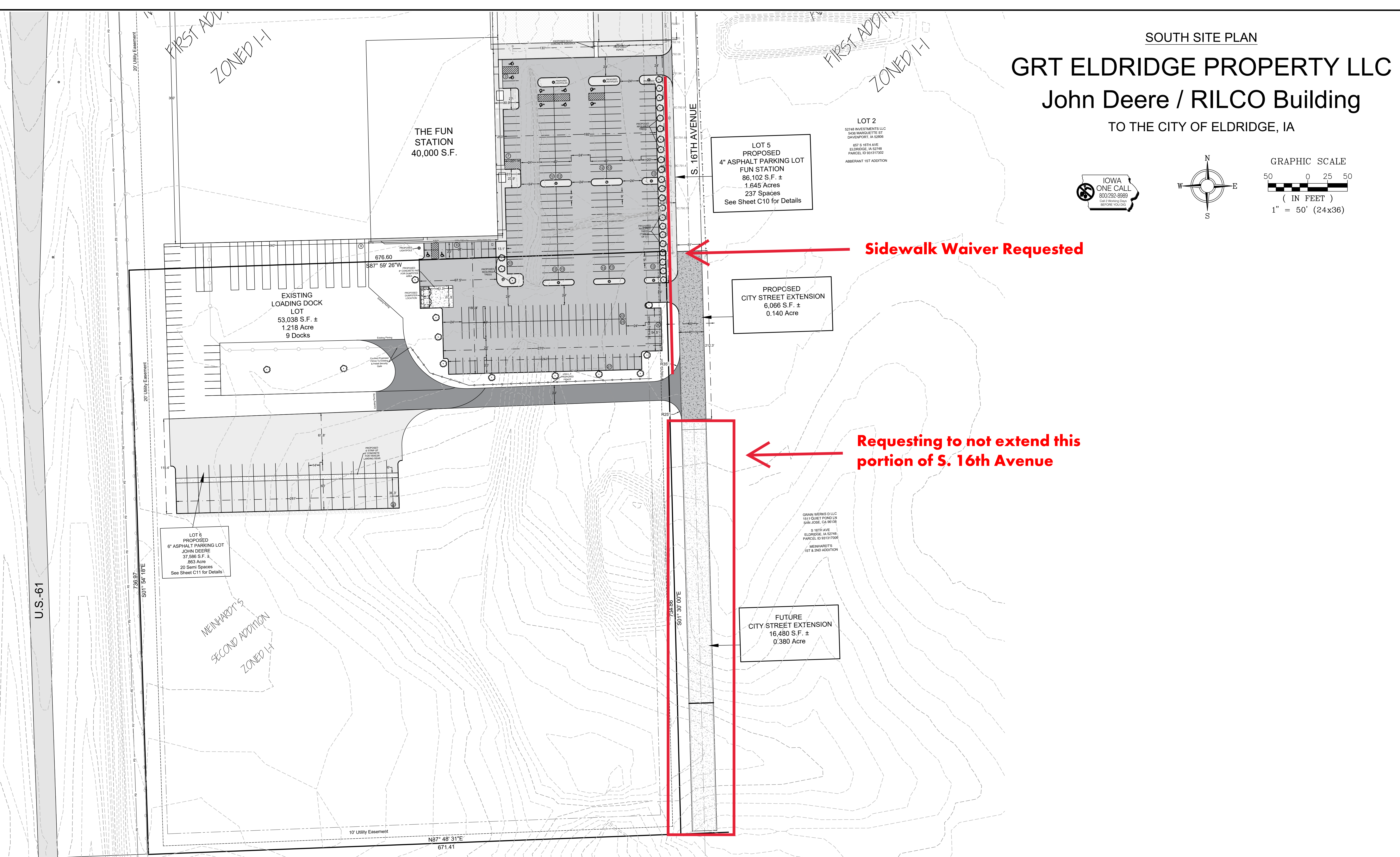
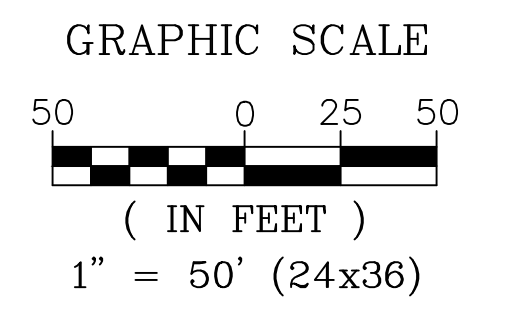
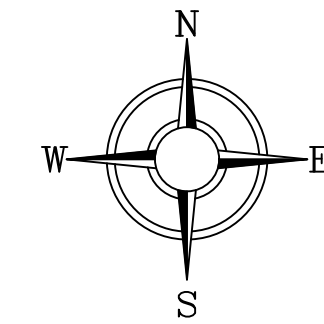
NO.	REVISIONS: DESCRIPTION	DATE

PROJECT NORTH SITE PLAN  
 JD/RILCO BUILDING  
 400 S. 14TH AVENUE  
 ELDRIDGE, IOWA 52748

DEVELOPER GRT ELDRIDGE PROPERTY LLC  
 2172 56TH AVENUE WEST  
 BETTENDORF, IA 52722

SHEET NO. C2

SOUTH SITE PLAN  
**GRT ELDRIDGE PROPERTY LLC**  
**John Deere / RILCO Building**  
 TO THE CITY OF ELDRIDGE, IA



**Sidewalk Waiver Requested**

**Requesting to not extend this portion of S. 16th Avenue**



DATE: 6/19/2023  
 563 386.4236 office 386.4231 fax  
 2224 East 12th Street, Davenport, IA 52803

DRAWN BY: TAS  
 CHECKED BY: CRT  
 DRAWING LOCATION  
 S:\FRIEMEL\ELDRIDGE BAWDEN BUILDING\SITE PLAN.DWG

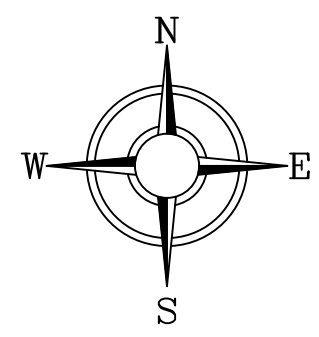
NO.	REVISIONS: DESCRIPTION	DATE

**PROJECT**  
 SOUTH SITE PLAN  
 JD/RILCO BUILDING  
 400 S. 14TH AVENUE  
 ELDRIDGE, IOWA 52748

**DEVELOPER**  
 GRT ELDRIDGE PROPERTY LLC  
 2172 56TH AVENUE WEST  
 BETTENDORF, IA 52722

**SHEET NO.**  
 C3





**OWNER / DEVELOPER**  
 GRT Eldridge Property LLC  
 2172 56th Avenue West  
 Bettendorf, IA 52722  
 563-323-2626



**ENGINEER**  
 Townsend Engineering  
 2224 E. 12th Street  
 Davenport, IA 52803  
 563-386-4236

# FINAL ENGINEERING PLANS

## John Deere / RILCO Building

Building and Parking Lot  
 Additions 2023

**UTILITY CONTACT**  
 City of Eldridge  
 Public Works  
 (563) 285-4841  
 105 E. Le Claire Road  
 Eldridge, IA 52748

Tony Rupe,  
 Wastewater Plant Manager  
 (563) 285-5236

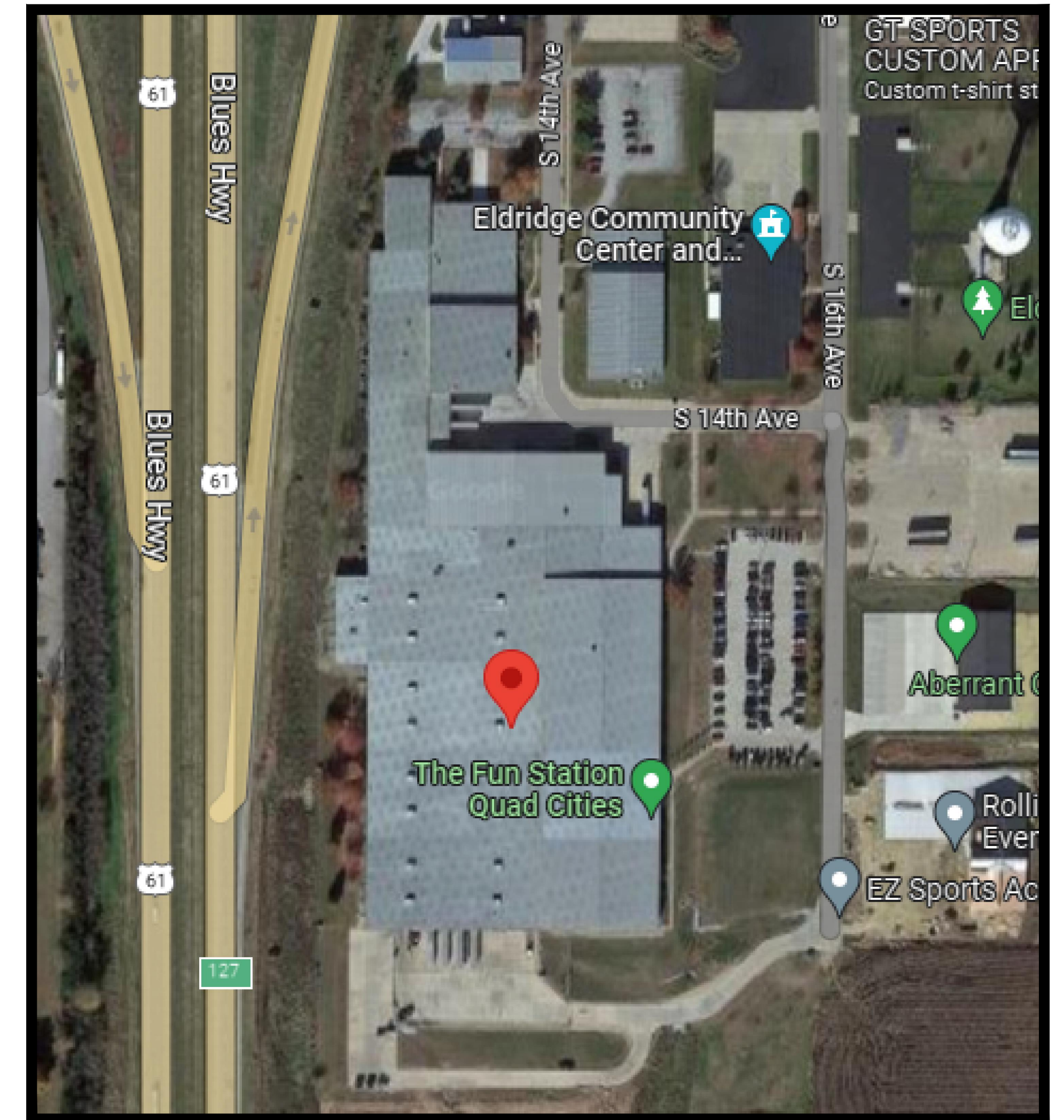
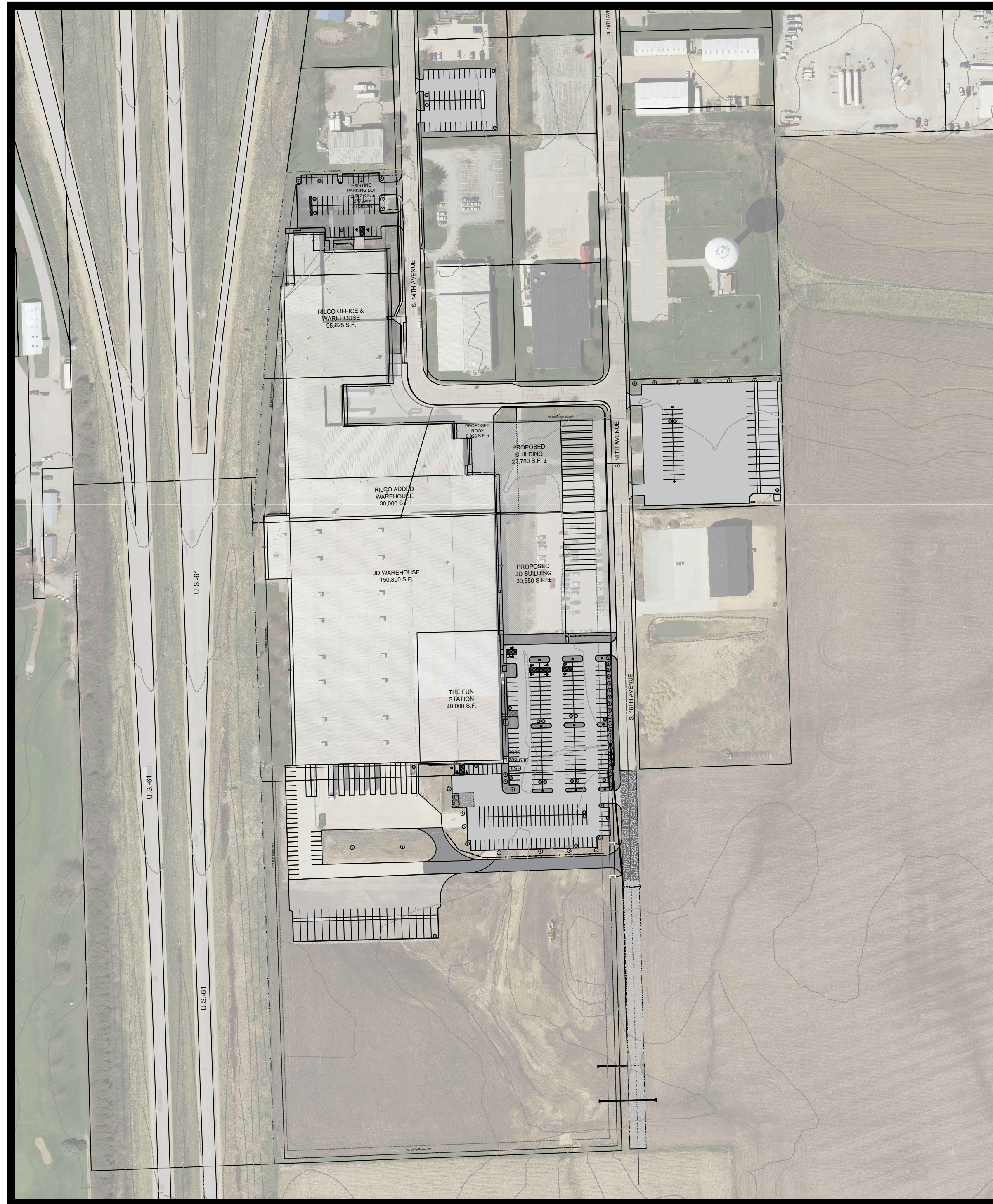
Jake Rowe,  
 Utility Manager  
 (563) 210-4482

Brian Wessel,  
 Public Works Director  
 (563) 285-3924

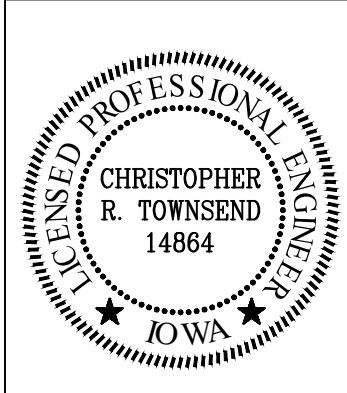
400 South 14th Avenue  
 Eldridge, Iowa 52748

### Sheet Index:

- Cover Sheet
- C1 - Site Plan
- C2 - North Site Plan
- C3 - South Site Plan
- C4 - Demolition Plan
- C5 - City Street Utility Details
- C5.1-Parking Lot Utility Details
- C6 - Erosion Control Plan
- C7 - Lot 2 - RILCO North Parking
- C8 - Lot 3 - RILCO Parking
- C9 - Lot 4 - East Addition & Truck Dock
- C10 - Lot 5 - The Fun Station North Parking
- C10.1 - Lot 5 - The Fun Station South Parking
- C11 - Lot 6 - John Deere South Parking
- C12 - Detention Plan
- C13 - S 16th Avenue Extension
- C14 - S 16th Avenue Plan & Profiles



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

 Christopher R. Townsend, P.E. Date: 8/23/2023  
 License number: 14864  
 My license renewal date is December 31, 2024  
 Pages or Sheets covered by this seal: Cover Sheet - C14



DATE: 8/23/2023  
 563 386.4236 office 386.4231 fax  
 2224 East 12th Street, Davenport, IA 52803

DRAWN BY: TAS  
 CHECKED BY: CRT  
 DRAWING LOCATION  
 S:\FRIEMEL\ELDRIDGE BAWDEN BUILDING\SITE PLAN.DWG

NO.	REVISIONS: DESCRIPTION	DATE

**PROJECT**  
 COVER SHEET  
 JD/RILCO BUILDING  
 400 S. 14TH AVENUE  
 ELDRIDGE, IOWA 52748

**DEVELOPER**  
 GRT ELDRIDGE PROPERTY LLC  
 2172 56TH AVENUE WEST  
 BETTENDORF, IA 52722

**SHEET NO.**  
 Cover Sheet

Prepared by/Return to:

Stengel, Bailey & Robertson, P.C. 1617 2<sup>nd</sup> Ave., Ste. 200 Rock Island, IL 61201 (309) 788-0471

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### **WAIVER OF SIDEWALK ASSESSMENT**

The undersigned, GRT Eldridge Property, LLC, an Iowa limited liability company (the "Company"), being the owner of the property legally described as:

Lots 5, 6, 7, 8 and 9 of LANCER PARK EAST THIRD ADDITION to Eldridge,  
Scott County, Iowa,

And

Lot 1 of Meinhardt's First Addition to the City of Eldridge, Scott County, Iowa,

(the "Property"), acknowledges that based on ordinances in the City Code of the City of Eldridge, Iowa ("City"), should redevelopment of the Property occur, such that new additions or buildings are added to the Property, then Company is subject to the City's assessment policies for subdivision's improvements and sidewalks. This policy allows that at such time as the City, requires the installation of public improvements and sidewalks (in accordance with standards established by the City) if not otherwise completed by the landowner the City shall put in said improvements (which may be required separately) and assess the total cost of the same against the Property in accordance with the ordinances regarding special assessments and the processing thereof, and the Company, for itself, its grantees, representative successors, assignees and all subsequent owners of any part of said addition does hereby waive all formalities, rights of protest and rights of appeal to the ordering of said improvements and assessing the cost thereof against the Property even though the cost thereof may exceed the amount that can legally be assessed by the City against the Property and agrees to be responsible for such differences and agrees to permit the assessment of the entire cost of all of said improvements against the Property as herein referenced as the subject of this Assessment Waiver.

Notwithstanding the foregoing, upon execution of this Waiver of Sidewalk Assessment, which shall be evidenced when recorded with the Scott County Recorder of Deeds, the City releases Company from its obligations to install sidewalks on the Property.

Dated this \_\_\_\_ day of November, 2023

GRT Eldridge Property, LLC

By: \_\_\_\_\_  
Steven R. Geifman, Manager

STATE OF IOWA, COUNTY OF SCOTT, ss:

On this \_\_ day November, 2023, before me, a Notary Public in and for said county, personally appeared Steven R. Geifman to me personally known, who being by me duly sworn did say that he is the Manager of said GRT Eldridge Property, LLC, a limited liability company and that said instrument was signed on behalf of said GRT Eldridge Property, LLC by authority of its Manager, and that said Steven R. Geifman, Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said GRT Eldridge Property, LLC as voluntarily executed.

\_\_\_\_\_  
Notary Public

October 30, 2023

Eldridge City Council  
305 North 3rd Street  
Eldridge IA 52748

RE: 16<sup>th</sup> Avenue Extension Waiver Assessment

Dear City Council:

Please accept this letter and the attached Assessment Waiver as a request by the undersigned to continue to not extend the city street and utilities beyond 400 S. 14<sup>th</sup> Avenue. An assessment waiver and approval of no extension of city streets and utilities was previously approved when the Meinhardt Second Addition plat was recorded in 2000. The relevant plat and assessment waiver recorded then requires the owners of the Meinhardt Second addition to extend the city utilities and streets then the same would serve buildings.

The recently submitted building permit application and plans serve to add an addition to 400 S. 14<sup>th</sup> Avenue does not include adding a building to its adjacent lot. The owner understands that at the time that a building would be developed on that lot, the lot owners of the Meinhardt's Second Addition are responsible for City streets and utilities. At this time the extension of 16<sup>th</sup> Avenue would serve no buildings or structures and would create more city street be maintained without a building.

Thank you for your consideration.

Sincerely,

GRT Eldridge Property, LLC

Prepared and Return to: Stengel, Bailey & Robertson, P.C., 1617 2<sup>nd</sup> Ave., Ste. 200 Rock Island, IL 61201 (309) 788-0471

### **ASSESSMENT WAIVER**

The undersigned, GRT Eldridge Property, LLC, an Iowa limited liability company (the "Company"), being the owner of the property legally described as:

Lot 1, Meinhardt's Second Addition to the City of Eldridge, Scott County, Iowa,

(the "Property"), acknowledges that based on ordinances in the City Code of the City of Eldridge, Iowa ("City"), should redevelopment of the Property occur, such that new additions or buildings are added to the Property, then Company is subject to the City's requirements for the installation of a sanitary sewer, storm sewer, public streets (including paving the extension of 16th Street from the northerly boundary line of the subject property to the southerly boundary line of same), sidewalks, water facilities and other required subdivision improvements (if any), in accordance with standards established by the City.

It is agreed by the undersigned, their heirs and assigns, that at such time as street improvements, sanitary sewers, storm drainage facilities and other conventional types of subdivision improvements are needed, the City shall put in said improvements and assess the total cost of the same in the prescribed manner against the subdivided property comprising Meinhardt's Second Addition, an Addition to the City of Eldridge, Iowa, in accordance with the laws regarding special assessments and pursuant to the terms of the Assessment Waiver, dated January 31, 2000 and recorded April 26, 2000 in the Recorder of Deeds for Scott County as Document No. 2000-11411.

In accordance with the provisions of the Municipal Ordinances of the City, the undersigned owner the Property for themselves, their grantees, representatives, successors, assignees and all subsequent owners of any part of said addition do hereby waive all formalities, rights of protest and rights of appeal to the ordering of said improvements and assessing the cost thereof against the subdivided property. This waiver shall be null and void at such time as the original required subdivision improvements herein referred to are completed by the undersigned at no cost to the City.

Dated this \_\_\_\_ day of November, 2023

GRT Eldridge Property, LLC

By: \_\_\_\_\_  
Steven R. Geifman, Manager

STATE OF IOWA, COUNTY OF SCOTT, ss:

On this \_\_ day November, 2023, before me, a Notary Public in and for said county, personally appeared Steven R. Geifman to me personally known, who being by me duly sworn did say that he is the Manager of said GRT Eldridge Property, LLC, a limited liability company and that said instrument was signed on behalf of said GRT Eldridge Property, LLC by authority of its Manager, and that said Steven R. Geifman, Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said GRT Eldridge Property, LLC as voluntarily executed.

\_\_\_\_\_  
Notary Public



**CITY OF ELDRIDGE  
REQUEST FOR PROPOSAL  
FOR LEGAL SERVICES**

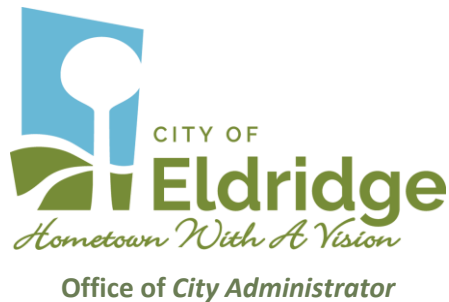
Responses due  
**Friday, December 29, 2023, at 4:30pm CST**

To the following:  
City of Eldridge  
Attn: City Clerk  
305 N 3rd St  
P.O. Box 375  
Eldridge, IA 52748

I. Introduction and Background

The City of Eldridge, population 6,756, is governed by a Mayor-Council form of government, with a Mayor and five City Council members. The elected officials employ a City Administrator to carry out their policies and oversee the daily operations of the City. The departments of the City include the following, with employment levels of approximately 36 full-time and 30 part-time employees:

- Police
- Public Works
- Community Development
- Utilities
- Community Center
- Administration



## II. Scope of Work

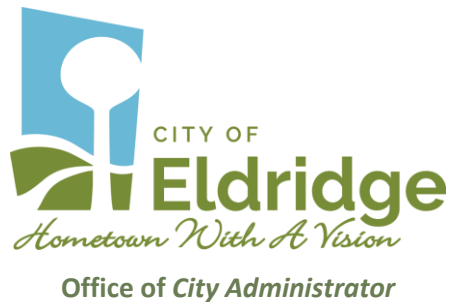
The City is seeking an attorney and/or firm to perform general legal work for all departments of the City with the exception of the Utility Department. The City's liability insurance carrier (EMC) assigns legal counsel for claims. The areas for which the City seeks legal services require the Proposer to have expertise/experience in:

- Broad knowledge of municipal law and local government operations.
- Labor & Employment Law.
- Collective Bargaining contract negotiations, drafting and/or review.
- Economic Development & Urban Renewal Debt Issuance
- Planning & Zoning
- Real estate transactions.
- Environmental law.
- See to the full enforcement of all judgments, orders and decrees rendered or entered in favor of the City.
- Preparation and review of ordinances, resolutions, agreements, contracts, and other legal documents, as needed.
- Work cooperatively with special legal counsel retained by the City for special projects.
- Advise and review all requests submitted under the Freedom of Information Act (FOIA), determine exemptions, and prepare correspondence to requestors.
- Parliamentary procedure and open meeting laws.
- Other legal services, including providing oral and written legal opinions, as needed.

The attorney will also be required to attend or be readily accessible during City Council meetings every first and third Monday of the month, as needed, and for Special City Council meetings and work sessions as requested by the Mayor or City Administrator.

Timeliness of response and accessibility to assigned counsel is an important aspect of this service. Accessibility includes the ability to be reached promptly by phone or email and to be available to attend meetings in person on short notice. When the City requests legal services, counsel should be able to provide an estimate of the time to complete the work and keep the City apprised of any delays or special considerations.





Bills are to be submitted monthly and should be in a format which provides sufficient detail about the work being performed. Work on behalf of the City should provide enough detail to allow for City staff to appropriately charge time billed to the appropriate fund.

The City recognizes that conflicts of interest may sometimes occur with existing clients. All conflicts must be disclosed to the City Administrator to allow the City to make the best determination for representation on a specific issue.

### III. Submission Requirements

Those intending to respond to the City of Eldridge Request for Proposal are required to submit the following items in order to be considered:

- A. **COVER LETTER-** Provide a cover letter from a contact person who has authority to bind the firm contractually, giving his or her title. The letter must certify that all of the information contained in the submission is accurate and complete.
- B. **BACKGROUND INFORMATION-** Provide a brief background of the firm, areas of practice, and number of attorneys employed. Identify the specific experience of the firm in the areas listed in the Scope of Work.
- C. **EXPERIENCE/RESUMES-** Provide resumes of attorneys who will be assigned the work. Only include resumes of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience and continuing professional education will be considered. All assigned attorneys must be licensed in good standing to practice law in the state of Iowa.
- D. **REFERENCES-** Provide two (2) references, preferably governmental entities, for which you have provided legal services for. This should include name, title, phone number, email address, and a brief description of the nature of the client relationship.
- E. **PROPOSED FEE-** Provide proposed fee structure. All fees should be clearly stated in the proposal and must remain in effect for the period of the agreement. Fees for any extensions will be negotiated. List fees per hour for principal attorneys, other firm attorneys, and support personnel. Identify the minimum increment of time billed. Provide a schedule of reimbursable costs such as mileage and travel time. Also, if possible, include a Flat Rate Retainer amount to include an indication of what services will be included in the retainer.
- F. **BILLING-** Provide information on the firm's billing procedures.



- G. **CONFLICTS OF INTEREST-** Identify any current or potential conflicts of interest and indicate what procedures your firm would utilize to identify and resolve future conflicts of interest. It is of the utmost importance that no real or apparent conflict of interest exists between Proposer and the City, including its officials and employees. Therefore, Proposer shall disclose in writing in its proposal any real or possible conflicts of interest which exists or may exist. In addition, the firm shall be responsible to promptly disclose to the City any situations which may create possible conflicts of interest during the term of the agreement so that appropriate action can be taken.
- H. **OTHER-** Provide any other information that may be helpful in assessing the firm's ability to perform the work and in applying the evaluation criteria set out in the Request for Proposal.

#### IV. Evaluation Criteria

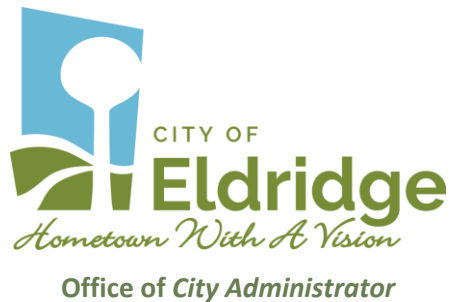
The City of Eldridge will evaluate each proposal fairly and impartially utilizing the following criteria. An evaluation committee consisting of elected officials and staff will be utilized to evaluate all proposals received.

- A. Qualifications, experience, knowledge and demonstrated competence of the assigned attorneys and the prior experience of the individual attorneys and the firm with respect to the Scope of Work.
- B. Capability and resources to handle the City's work.
- C. Responses from references and other contacts.
- D. Hourly rates for each class of personnel, expected out-of-pocket costs, discounts for multi-year commitments, hourly rates/fees for additional services and alternative billing measures offered.

#### V. Timeline and Submittal Information

The City has set the following timeline and process for this Request for Proposal:

- Monday, November 27, 2023: Issue Request for Proposal
- Monday, December 11, 2023: Deadline for Questions by 4:30pm
- Friday, December 29, 2023: Proposals Due by 4:30pm
- January 2<sup>nd</sup> – 5<sup>th</sup>, 2024: Evaluation of Proposals



- January 8<sup>th</sup> – 12<sup>th</sup>, 2024: Interviews with Finalists
- Monday, January 15, 2024: Recommendation to City Council

All questions related to this request for proposal must be submitted in writing to Nevada Lemke at [nlemke@cityofeldridgeia.org](mailto:nlemke@cityofeldridgeia.org) no later than 4:30pm on Monday, December 11, 2023.

Proposals must be sealed and submitted in hard copy no later than 4:30pm on Friday, December 29, 2023 to the following:

City of Eldridge  
Attn: City Clerk  
305 N 3<sup>rd</sup> St, P.O. Box 375  
Eldridge, IA 52748

Proposals must reference “RFP for Legal Services” on the exterior of the sealed bid. Any proposal received after the due date and time will not be considered.

Prior to the final selection, Vendors may be required to submit additional information regarding the Vendor’s qualifications and experience that the City may deem necessary to further evaluate the proposal’s qualifications.

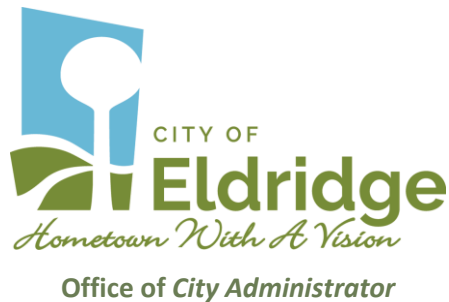
The City shall not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

The City reserves the right to reject any or all proposals and waive any irregularities. The City also reserves the right to choose the proposal that is deemed in the best interest of the City based on any or all criteria, etc. In addition, the City reserves the right to negotiate any or all items and terms of proposal.

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

## VI. General Terms and Conditions

- A. Contract: Any award of a contract resulting from this RFP will be made only by written authorization from City of Eldridge upon approval by the City of Eldridge Mayor & City Council. The contract between City of Eldridge and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the RFP shall govern. The City also reserves the right to clarify any

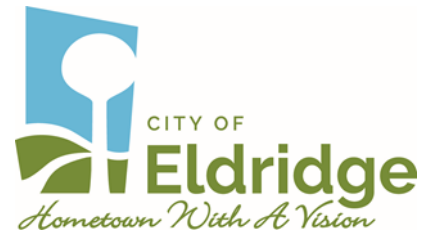


contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

- B. Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- C. Incurred Expenses: This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.
- D. Insurance: The successful bidder must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract. The City shall be named as an additional insured under the liability policy required above.
- Comprehensive General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
  - Worker's Compensation as required by law
  - Professional Liability for Errors and Omissions \$2,000,000
- E. Independent Contractor: Nothing contained in this RFP is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the City.
- F. Nondiscrimination: All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.
- G. Confidentiality: RFQ's and the responses thereto, are subject to the Iowa Freedom of Information Act.

# City of Eldridge

## ACTIVITY REPORT



To: Mayor & City Council  
From: Brian Wessel and Tony Rupe  
Re: Public Works and Wastewater Activity Report  
Date: 11/13/23

Mayor and Council

The following is an activity report over the last month from Public Works and Wastewater.

- The second main lift station pump has been repaired and reinstalled at the Wastewater Plant.
- Public Works crews performed some street patching concrete repairs
- Public Works crews hauled in lime to rebuild some of the infields at Sheridan Meadows
- The seal coating has been completed on N 12<sup>th</sup> Ave, E Lincoln Rd, and at Sheridan Meadows Park
- New trees were planted at Sheridan Meadows and Sanctuary Gardens
- The 2023 Street Patching Project #2 is almost complete. A final acceptance walkthrough of punch list items has been performed.
- The South Slope Wastewater Laboratory was inspected and recertified as a State Certified Laboratory by the University of Iowa State Hygienic Lab
- Public Works crews made asphalt repairs on S 2<sup>nd</sup> Street
- Work on the 1<sup>st</sup> and LeClaire Intersection punch list continues.
- This week work will begin on snow fence and concrete pads at Crandall Park for the dugouts at the new T Ball field

The regular meeting of the Eldridge Electric and Water Utility Board was called to order at 5:00 P.M. on November 7, 2023, at Eldridge City Hall.

Board members present were Brock Kroeger, Mike Anderson, Barb O'Brien, Paula Steward, and Jim Skadal. Also, present Jacob Rowe and Jody Coffman. Visitors Nevada Lemke.

Public Comment- None

Motion by Steward, second by Skadal to approve the agenda All ayes.

Motion by O'Brien, second by Steward to approve the minutes from October 17, 2023. All ayes.

FINANCIAL – Motion by Kroeger to approve bills payable in the amount of \$199,757.50, second by Anderson. All ayes.

ELECTRIC – There was an outage on 10/22/23 at 309 W. Maple St., from 1:50pm to 2:45 pm. The cause was wildlife contact. Five customers were affected. A second outage was reported. 10/24/23 at 750 E. ElClaire Rd, from 7:09am to 7:30 am. The cause was over loaded transformer. One customer was affected.

Rowe extended a job offer to D. Eagle, for the lineman position. He has accepted and will start on November 20, 2023. He also informed the Board that he also offered a lineman position to J. Powell to begin after T. Olson finishes his apprenticeship. J. Powell will still work on getting his Water Treatment License.

Department update: The crew has been setting up transformers and streetlights. The crew will also have to relocate service is Grunwald Grove due to site plan changes.

WATER- Water test results were taken on October 9 & 10, at 8 locations. All passed.

Rowe presented the Year End Water Financial statement.

Department update: The crew has been repairing hydrants. The inlet valve on bed one was replaced. A sample station was placed in Townsend 13<sup>th</sup> addition.

ADMINISTRATION-

Department update: ISG and Shive Hattery will be making proposals for the Water Tower reconditioning. S. Nadel has sent a letter to CMPAS for clarification of the requirements for the cash reserve.

Motion by Anderson to adjourn the meeting at 5:27 P.M., second by Steward. All ayes.