



City of Muscatine

CITY COUNCIL

Thursday, March 16, 2023

Brad Bark, Mayor

Dennis Froelich, 1st Ward

Jeff Osborne, 2nd Ward

Peggy Gordon, 3rd Ward

Nadine Brockert, 4th Ward

John Jindrich, 5th Ward

Angie Lewis, At Large

DeWayne Hopkins, At Large

Carol Webb, City Administrator

Cinda Hilger, Admin. Professional

Brent Hinders, City Attorney

City Council meetings are held at 6:00 p.m. on the 1st and 3rd Thursday of each month, In-depth sessions on the 2nd Thursday of each month. All meetings are available for review on the City of Muscatine YouTube page.

The public is welcome to attend virtually using the information below.

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityofMuscatine/city-council-meeting>

You can also dial in using your phone.

United States: 1-669-224-3412

Access Code: 971-499-597

March 16, 2023, 6:00 PM

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION** Ray Oehme- Vineyard Church

3. **ROLL CALL**

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

6. **APPROVAL OF AGENDA AS PRESENTED AND/OR AS AMENDED**

7. **COMMUNICATIONS - CITIZENS**

8. **COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION**

9. **CONSENT AGENDA * (ITEMS 10-14)**

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered separately.

10. *** REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES**

- A. March 2, 2023 Regular Meeting Minutes
- B. March 9, 2023 Special Budget Meeting Minutes
- C. March 9, 2023 In-depth Meeting Minutes

11. *** PETITIONS AND COMMUNICATIONS**

- A. Request on second reading on a Special Class "C" Retail Alcohol License for Skinny's Barbeque, 208 West 2 nd Street – Skinny's LLC (pending inspections and insurance)
- B. Request on second reading on a Special Class "C" Retail Alcohol License for Best Western Pearl City Inn, 305 Cleveland Street – Pearl City Hospitality LLC (pending inspections and insurance)
- C. Request on first and second reading on a Class "B" Retail Alcohol License for Dollar General #21855, 901 Cypress Street – Dolgencorp, LLC (pending inspections)

- D. Request for renewal of a Class “E” Retail Alcohol License for Super Saver Liquor Muscatine, 1510 A Isett Avenue – Taranjeet Singh, LLC (pending inspections)
- E. Request for renewal of Class “C” Retail Alcohol License and Outdoor Service for Mike’s Hilltop Tap, 929 Lucas Street – Mike’s Hilltop Tap, Inc. (pending inspections and insurance)
- F. Request for renewal of a Special Class “C” Retail Alcohol License for Happy Joe’s Pizza & Ice Cream Parlor, 203 Lake Park Blvd – Max Brewer Corp. (pending inspections and insurance)
- G. Request for Use of City Property from Muscatine Farmer’s Market at the corner of East 3 rd Street and Cedar Street from May through October 2023
- H. Request for Use of City Property from Mark Seaman with the new Stanley Center Grand Opening on June 2, 2023
- I. Request for Use of City Property from The Ballet Des Moines for a performance at Riverside Park on June 9, 2023
- J. Request for Use of City Property from Rachael Braun with the Saints Mary and Mathias School 5K race on April 29, 2023
- K. Request for Road Closure of Washington Street at River Road for Culvert Repair

12. * COMMUNICATION – RECEIVE AND FILE

- A. Muscatine County Board of Supervisors Minutes - 1-30-2023
- B. Muscatine County Board of Supervisors Minutes - 2-13-2023
- C. Muscatine County Board of Supervisors Minutes - 2-27-2023
- D. Muscatine County Board of Supervisors Minutes 3-6-2023

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order In the Amount of \$ 9,485.00 to Boxhub for Conex Containers for Fire Department Training

14. * APPROVAL OF BILLS

It is recommended bills totaling \$3,594,392.00, be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

- A. March 16, 2023 Bills For Approval

15. PUBLIC HEARING

- A. Public Hearing to Declare City Owned Real Estate as Surplus and Authorize the Sale of Property Through a Sealed Bid Process
- B. Public Hearing on the Approval of Plans and Specifications for Phase 1 of the Fulliam Avenue Reconstruction Project

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Second Reading of Ordinance Updating Designated Truck Routes - Title 7, Chapter 11, Section 6 of City Code
- B. A Resolution Declaring City Owned Real Estate as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process
- C. Resolution Approving Plans and Specifications for the Fulliam Avenue Phase I Project.
- D. Resolution Rescheduling a Public Hearing to Approve the Plans and Specifications for West Hill Sewer Separation Phase 6
- E. Resolution Setting a Public Hearing for 2024 Consolidated Funding Application and Public Transit Infrastructure Grant Application
- F. Resolution Setting a Public Hearing on the Maximum Tax Levy for the Fiscal Year 2023/2024 Budget
- G. Resolution Authorizing Special Assessments to Private Properties
- H. Resolution to Set a Public Hearing on the FY2024 Annual Plan & Amendments to the Public Housing Admissions and Continued Occupancy Policy to be Held May 4, 2023 at 6:00 pm During the Regular Meeting of the City Council.
- I. Resolution Approving a Sidewalk or Street Café Easement Agreement with Boonie's On the Avenue for the Purpose of Outdoor Dining.
- J. Request to Approve the Declaration of the 1988 Smeal Fire Engine as Surplus and to Authorize the Donation of the Engine/Pumper to Ukraine to Assist in Serving the Citizens During their War with Russia.
- K. Request to Approve Declaration of City Firearms as Surplus and to Authorize Said Firearms to be Decommissioned and Traded to Mitchell Arms and Ammo in Muscatine.
- L. Request to Accept a \$650,000 Downtown Revitalization Grant from the Iowa Economic Development Authority for a façade program in the 200 block of east 2nd Street

- M. Request to Approve a Contract in the amount of \$30,000 with Bi-State Regional Commission for Project Administrative Services as Required by the Iowa Economic Development Authority for the Downtown Revitalization Program Grant
- N. Request to Approve a Contract in the amount of \$125,000 with Martin Gardner Architecture for Design Services Required for the Downtown Revitalization Program
- O. Request to Approve a Contract in the amount of \$48,000 with IMEG for Engineering Services for the Clark House Elevator Modernization
- P. Request to Approve a Contract in the amount of \$10,500 with IMEG for Engineering Services to Upgrade the Site Lighting at Sunset Park Apartments
- Q. Request to Approve a Contract in the amount of \$32,500 with IMEG for Engineering Services to Repair the Clark House Parking Deck
- R. Request to Approve Modification of the City Sidewalk Policy to Allow Courtesy Sidewalks
- S. Request to issue a Purchase Order to Motorola Solutions in the amount of \$101,110.12 for the purchase of (24) Body Worn Cameras,(1) In-Car Camera System and (1) 192TB Server
- T. Request to approve signing the MPW Solar 1 Retail Adder contract at the 50% subscription level which provides the City the opportunity to participate in the upcoming solar program to bring local renewable energy to the community.
- U. Request to Approve Declaration of City Vehicle as Surplus and to Authorize Said Vehicles to be traded through Karl Chevrolet Inc.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT



City of Muscatine

CITY COUNCIL MINUTES

Thursday, March 2, 2023

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for March 2, 2023 to order at 06:00 PM.

2. **INVOCATION**

Pastor Bruce Martin, Calvary Church was present to give the invocation.

3. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich (virtually), Jeff Osborne, Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Mayor Dr. Brad Bark, City Administrator Carol Webb and Christa Bailery (Sitting in for Cinda Hilger) were also Present.

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

A. Arbor Day Proclamation

Mayor Bark read and presented a proclamation for Arbor Day. Nick Gow was present to accept the proclamation and to share information regarding Arbor Day.

6. **APPROVAL OF AGENDA AS PRESENTED AND/OR AS AMENDED**

Councilmember Dennis Froelich stated he would like to pull items 13A and 13B from the Consent Agenda and add them to the regular agenda for discussion.

Mayor Bark asked for a motion to approve the agenda as amended.

Councilmember Nadine Brockert, seconded by Councilmember Peggy Gordon moved to Approve the Motion,.

Vote: Ayes - 7, Nays - 0, Motion Passed.

7. **COMMUNICATIONS - CITIZENS**

8. **COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION**

9. CONSENT AGENDA * (ITEMS 10-14)

Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Approve the Motion,.

Vote: Ayes - 7, Nays - 0, Motion Passed.

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. February 16, 2023 Regular City Council Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request from Muscatine Power and Water to Close Grant Street for Fire Hydrant Installation (tentatively scheduled for the week of March 13).
- B. Request from Muscatine Power and Water to Close Lincoln Boulevard at Washington Street to Install a new Water Main (tentatively scheduled for the week of March 6).
- C. Request for renewal of a Special Class "C" Retail Alcohol License for Sal Vitale's Pizzeria & Pasta, 1010 Park Avenue – Sal Vitale's Little Italy LLC (pending inspections)
- D. Request on first and second reading on a Class "B" Retail Alcohol License for Dollar General #19625, 807 Grandview Avenue – Dolgencorp, LLC (pending inspections)
- E. Request on first and second reading on a Special Class "C" Retail Alcohol License for Chicharos Mexican Grill, 1903 Park Avenue – Chicharos LLC (pending inspections and insurance)
- F. Request for renewal of Class "C" Retail Alcohol License for Pete's Tap, 1820 Angle Street – Oscar's LLC (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order to Watersmith Engineering, in the Amount of \$9,850.00, for Engineering Services for the Muscatine Slough Conceptual Design Project.
Pulled from the Consent Agenda and renumbered as item 17P
Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Approve the Request
Councilmember Froelich had questions regarding the plan for the slough.
WPCP Director Jon Koch came forward to explain the project to City Council.
City Administrator Webb suggested Mr. Koch bring this item back to City Council at an indepth meeting with a presentation on the project.

Councilmember Froelich made a motion to postpone this item indefinitely with a second by Councilmember Hopkins.

Vote: ayes - 7, Nays - 0, Motion carried

MOTION POSTPONED INDEFINATELY BY A MAJORITY VOTE

- B. Request to Approve the Issuance of a Purchase Order to Heating Elements Plus, in the Amount of \$5,166.55, for the Purchase of an Explosion Proof Heater.

Pulled from the Consent Agenda and renumbered as item 17Q

Councilmember Hopkins, seconded by Councilmember Gordon moved to Approve the Request

Councilmember Froelich had questions regarding the size of the building being heated and questions about the item bids received that were addressed by WPCP Director Jon Koch.

Councilmember Froelich stated he feels that this item should go back out for bidding.

Councilmember Froelich motioned to postpone this request, seconded by Councilmember Gordon

Vote: Ayes - 3 (Froelich, Gordon, Lewis), Nays - 4 (Hopkins, Jindrich, Brockert, Osborne) Motion to Postpone Failed

Vote on Original Motion Ayes - Ayes - 5 (Hopkins, Jindrich, Brockert, Osborne, Gordon) Nays - 2 (Froelich, Lewis) Motion carried.

14. * APPROVAL OF BILLS

- A. It is recommended that bills for March 3, 2023, totaling \$1,351,046.43, be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

15. PUBLIC HEARING

- A. Public Hearing Regarding the Sale of Property at Lot 1 Arrowhead Lake

There were no written or oral comments regarding this public hearing.

Councilmember Hopkins, seconded by Councilmember Osborne, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion carries .

- B. Public Hearing on Ordinance Updating Designated Truck Routes - Title 7, Chapter 11, Section 6 of City Code

Councilmember Gordon had questions regarding the routes on Lucas Street from Houser to the Bypass. Due to the addition of the School kitchen that road

should be allowed trucks.

Public Works Director Brian Stineman stated the trucks would be allowed to enter from the Bypass and Exit the same way.

Councilmember Brockert Stated there are issues with Semi Trucks using 67th Street and would like to see enforcement on that route.

Councilmember Gordon also stated Wier Street has a truck issue as well. Mr. Stineman stated he would take these request to the next Safety Committee meeting.

Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich, moved for the public hearing to be closed. Vote: Ayes - 0, Nays - None, Motion .

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. First Reading of Ordinance Updating Designated Truck Routes - Title 7, Chapter 11, Section 6 of City Code

Councilmember Peggy Gordon, Seconded by Councilmember DeWayne Hopkins, moved to Approve the First Reading of Ordinance
Vote: Ayes - 7, Nays - 0, Motion Passed.

- B. A Resolution Setting a Public Hearing to Declare Certain Real Estate Owned by the City as Surplus and Authorizing the Sale of Said Certain Real Estate By Sealed Bid Process

Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.

Max Kauffman, 1609 Foster Street, was present to ask questions regarding properties that are being declared as surplus and how he could access information regarding the bidding process.

Ms. Webb stated there would be a bid opening and public would be allowed to attend.

Mr. Kauffman asked if there would be a minimum bid and Ms. Webb stated yes it would be on the website in the bid documents.

Vote: Ayes - 7, Nays - 0, Motion passed.

- C. Resolution Approving Seasonal Pay Plan

Councilmember Gordon recused herself from the vote due to a family member being an employee.

Councilmember Dennis Froelich, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.

Vote: Ayes - 6, Nays - 0 None, Motion Passed.

- D. Resolution Amending the Non-Union Pay Plan
Councilmember DeWayne Hopkins, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion passed.
- E. Resolution Setting a Public Hearing to Approve the Plans and Specifications for Phase 1 of the Fulliam Avenue Reconstruction Project.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- F. Resolution Setting a Public Hearing to Approve the Plans and Specifications for West Hill Sewer Separation Phase 6.
Councilmember Dennis Froelich, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- G. Request to Enter Into a Contract with Pros Consulting for a Market Analysis, Operations Plan, and Design Recommendations for the Proposed Riverfront Amphitheater in the Amount of \$26,600
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request,.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- H. Request to Enter into a Contract with Bolton & Menk, Inc. for Project Grants Close-out of the Park Avenue 4 to 3 Lane Conversion Project, for an Amount not to Exceed \$51,560
Councilmember Peggy Gordon, seconded by Councilmember Jeff Osborne moved to Approve the Request,.
Councilmember Froelich had questions regarding any more change orders for this project that were addressed by Public Works Director, Brian Stineman.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- I. Request to Approve Change Order #12 to the Grandview Avenue Reconstruction Project in the Amount of \$56,116.72. The Changes for Change Order #12 Consist of Several Items not Included in the Original Project Scope.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request,.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- J. Request to Submit an Application to the Iowa Department of Transportation for Traffic Safety Funds for Construction of a Mini-Roundabout at W. Fulliam and Houser Street.
Councilmember Dennis Froelich, seconded by Councilmember Angie Lewis moved to Approve the Request,.
Councilmember Brockert had questions regarding the proposed roundabout that were addressed by Public Works Director Brian Stineman.
Vote: Ayes - 7, Nays - 0, Motion .

- K. Request to Approve Issuance of a Purchase Order to Outdoor Power Sales and Service in the amount of \$45,421 for a Rough Mower for Golf Course Maintenance
Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Approve the Request,.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- L. Request to approve a 5 year lease agreement with Harris Golf Carts for the annual amount of \$47,025.00 for golf carts at the Muscatine Municipal Golf Course.
Councilmember Nadine Brockert, seconded by Councilmember Dennis Froelich moved to Approve the Request,.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- M. Request for Approval of a One Year Concessions Lease Contract for the Muscatine Soccer Complex to Carolina Ponce.
Councilmember Peggy Gordon, seconded by Councilmember Dennis Froelich moved to Approve the Request,.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- N. Request to Approve a Purchase Agreement between the City of Muscatine and Stockton Realty Company related to the purchase and transfer of property adjacent to the Muscatine County Landfill.
Councilmember DeWayne Hopkins, seconded by Councilmember Jeff Osborne moved to Approve the Request,.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- O. Resolution Approving the Sale of Property Located on Lot 1 of Arrowhead Lake to Stockton Realty Co. as part of a property purchase agreement.
Councilmember Nadine Brockert, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.

18. MAYOR AND COUNCIL REPORTS

Councilmembers reviewed upcoming community events.

19. ADJOURNMENT

Councilmember Dennis Froelich moved the meeting be adjourned at 6:45 pm.

Submitted by:

Cinda Hilger, Administrative Secretary

Carol Webb, City Administrator

Brad Bark, Mayor



City of Muscatine

CITY COUNCIL MINUTES

Thursday, March 9, 2023

1. **CALL TO ORDER**

Mayor Bark called the Special City Council meeting for March 9, 2023 to order at 04:30 PM.

2. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne, Peggy Gordon, Angie Lewis(via gotomeeting), Dennis Froelich, DeWayne Hopkins. Mayor Dr. Brad Bark, City Administrator Carol Webb and Administrative Secretary Cinda Hilger were also present.

3. **PLEDGE OF ALLEGIANCE**

4. **CONSIDERATION OF ITEMS IDENTIFIED IN THE CALL OF SPECIAL MEETING**

A. Budget Discussion

Finance Director Nancy Lueck gave a overview of the History of Taxable Property Valuation.

Ms. Lueck stated this budget proposes a 15.67 tax rate which did not change due to the state error in valuation rates.

Ms. Lueck reviewed the past 10 years of Muscatine tax rates and stated this is the lowest rate in the 10 years.

Ms. Lueck then gave overviews of the projects to be funded with bonds in this fiscal year budget.

Ms. Lueck then gave overviews of the following Special Revenue Funds.

- Employee Beneifit Fund
- Emergency Tax Levy/Emergency Fund
- American Rescue Plan Act/ARPA Fund

Ms. Lueck gave an overview of the following Special Revenue Funds

- Police Forfeiture Fund
- Computer Replacement Fund
- HUD Legal Settlement Fund
- CD Block Grant Funds

Ms. Lueck gave an overview of the Trust Funds

Ms. Lueck stated the two items City Council request to discuss in more detail were the increases to MCSA for \$5,000 and GMCCI for \$10,000. There were questions from City Council regarding where the additional funds would come from that were addressed by Ms. Lueck. There was a consensus with Council to approve these increases.

5. **ADJOURNMENT**

Councilmember Dennis Froelich moved the meeting be adjourned at 5:45 PM



City of Muscatine

CITY COUNCIL MINUTES

Thursday, March 9, 2023

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for March 9, 2023 to order at 06:00 PM.

2. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne, Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Mayor Dr. Brad Bark, City Administrator Carol Webb and Administrative Secretary Cinda Hilger were also present.

3. **PLEDGE OF ALLEGIANCE**

4. **COUNCIL DISCUSSION ITEMS**

A. Overview of Proposed International Fire Code update

Assistant Fire Chief Mike Hartman was present to share an overview of the 2021 International Fire Code being proposed for adoption by the City of Muscatine. Mr. Hartman stated that the new code offers clarification, Flexibility and more options to achieve code compliance. He shared that the new code identifies changing technology by addressing 3-d printed housing, energy storage systems (solar) and storage of distilled spirits and wines that had not been addressed in the past.

Mr. Hartman states that the international code is updated every three years and it has been the practice of the City of Muscatine to adopt the new code every 6 years.

City Councilmembers had questions regarding when the code would take effect and if there would be a grandfather clause for existing residents, If there were special codes for historical buildings, how much upgrading in a building would require an upgrade to current code that were all addressed by Assistant Chief Hartman.

There was a consensus with City Council to continue research with the possibility of adopting the 2021 International Fire Code. City Council stated they approved getting public input on this proposal but were not ready to commit to setting a public hearing and approval at this time. Assistant Chief Hartman will bring this item back to City Council after review of public input.

B. Overview of Law Enforcement Mental Health and Wellness Program

Captain Jeff Jirak, Muscatine Police Department, was present to give an overview of the Law Enforcement Mental Health and Wellness Program.

Mr. Jirak stated that in 2017 the Federal Government allowed for money to be put forward to be used for Mental Health issues in Law Enforcement settings.

Mr. Jirak shared how the increase in high profile trauma events has increased the need for mental health programs for all first responders. Mr. Jirak shared how the volunteer peer support team was created and information regarding the diverse group of members that make up the team. Mr. Jirak stated he is working on a grant for funds to be used for the program that would be 100% funded with no city match.

There were no questions or comments from City Council.

C. City Participation in the Choose Green Business Program

Jon Koch, WPCP and Gage Huston, MPW were present to share with City Council a proposal to enter into the Choose Green Business Program being offered through MPW Solar 1 Program. Mr. Koch shared that the WPCP uses approximately 6 million kw of power per year and is the highest power user of all the City buildings. Mr. Koch proposes that the City enter into this program by committing to a number of solar blocks to support the WPCP. Mr. Koch explained that it would take 23 blocks to fully support the WPCP, however only 2.5 blocks remain available at this time. Mr. Huston stated that there is a possibility that more blocks could be available in the future. The cost for the 2.5 blocks would be \$7,000.00 annually.

The City Council consented to moving forward by participating in The Solar 1 Program at a level up to 12 blocks.

5. **MAYOR AND COUNCIL REPORTS**

6. **ADJOURNMENT**

License # _____
Wallet # _____
Sticker # _____
Receipt # _____
Issued _____
Expires _____

CITY OF MUSCATINE

APPLICATION FOR USE OF ANY STREET, SIDEWALK, ROADWAY, ALLEY,
PARK, PUBLIC WAY, PROPERTY OR FACILITY

1. Name and address of applicant and sponsoring organization, if any:

Merrill Lebrón Muscatine Area Farmers Market

Address: 1103 Park Ave., Muscatine, IA 52761

Telephone Number: 563-220-2708

E-mail Address: muscatinemarket@gmail.com

2. Type of event that is planned:

Muscatine Area Farmers Market

3. Proposed location:

Primary - Corner of E. 3rd St. and Cedar St.

Secondary - Muscatine River front

4. Date(s)/Time(s): Saturdays 7³⁰am - 11³⁰am May 2023 - October 2023

5. Expected length of use: 5am - 12³⁰pm

6. Expected size of group: 40-50 vendors

7. Names of any person or persons in charge of the proposed use at the specified location:

Merrill Lebrón
(MARIO)

Address(es): 1103 Park Ave., Muscatine, IA 52761

Telephone Number(s): 563-607-4474

E-mail Address(es): LATINSPYDR@GMAIL.COM

8. Names and addresses of any persons to be featured as entertainers or speakers:

To be determined

9. List mechanical or electronic equipment to be used:

N/A

10. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts:

N/A

11. Number and types of animals to be used:

N/A

12. A description of any sound amplification to be used:

N/A

13. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary:

We have a market manager and board members on site.

14. All plans for the provision of security:

We have a market manager and board members on site.

15. Beer or wine consumption? Yes _____ No X

16. Describe any items to be sold or distributed:

Baked Goods
Food (Hot & cold)
Canning Items
Handcrafted Items
Vegetables

17. Is water connection requested: Yes _____ No X

18. Is electricity requested: Yes _____ No X

19. Have you provided a layout site plan for your proposed activity or event? Yes _____ No X

If yes, please attach.

If no, please explain:

We will be using the same parking lot as we have for several years. I can submit a map on how vendors will be set up.

20. Do you understand that you will be financially responsible for all site restoration needed to restore the site to pre-event status? Yes X No _____

The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including but not limited to the use of public ways, irrespective of whether said claims are frivolous or meritorious.

Heidi Lebow
Authorized Representative

2/13/23
Date

Red areas leave open for emergency vehicle entrance/exit



Thanks

Mario Lebron

Sent from my iPhone

EVENT: _____

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:

☐ YES ☐ NO

Parks & Recreation Date

☐ YES ☐ NO

Community Development Date

☐ YES ☐ NO

Public Works Date

☐ YES ☐ NO

Police Chief Date

☐ YES ☐ NO

Fire Chief Date

FINAL APPROVAL:

☐ YES ☐ NO

City Administrator Date

License # _____
Wallet # _____
Sticker # _____
Receipt # _____
Issued _____
Expires _____

CITY OF MUSCATINE

APPLICATION FOR USE OF ANY STREET, SIDEWALK, ROADWAY, ALLEY,
PARK, PUBLIC WAY, PROPERTY OR FACILITY

1. Name and address of applicant and sponsoring organization, if any:

Mark Seaman / Stanley Center for Peace and Security

Address: 304 Iowa Avenue

Telephone Number: 563.770.6669

E-mail Address: mseaman@stanleycenter.org

2. Type of event that is planned:

A "Sustainability Fair" to celebrate the center's grand opening. Information booths, performances, and tours of the building are planned.

3. Proposed location:

Iowa Avenue from 3rd Street to 4th Street.
and alley from Stanley Center to CBI

4. Date(s)/Time(s): Friday, June 2 / 12 PM - 9 PM event is 3-7 PM
5. Expected length of use: set-up 12-3 PM, event 3-7 PM, tear down 7-9 PM
(nine hours)
6. Expected size of group: 100-200
7. Names of any person or persons in charge of the proposed use at the specified location:

Mark Seaman : Patty Papke

Address(es): 304 Iowa Avenue

Telephone Number(s): 563.770.6669 / 319.430.8630

E-mail Address(es): mseaman@stanleycenter.org / ppapke@stanleycenter.org

8. Names and addresses of any persons to be featured as entertainers or speakers:

Invited to perform include:
Meskwaki dancers, Mariachi band, Eulenspiegel
Puppet Theater, MHS band/choir, Des Moines Taiko
(subject to change)

9. List mechanical or electronic equipment to be used:

Potentially 1-2 generators; otherwise building
will supply the electricity for sound amplification

10. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts:

1-2 food trucks may be invited to set up
nearby

11. Number and types of animals to be used:

n/a

12. A description of any sound amplification to be used:

2-3 microphones, mixer, and speakers
adequate for amplification for those in
attendance

13. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary:

Volunteers from the Stanley Center staff
will perform these functions; A/V and a stage
will be hired out.

14. All plans for the provision of security:

Volunteers will monitor this family-friendly event and available to contact police in the unlikely event they are needed.

15. Beer or wine consumption? Yes _____ No X

16. Describe any items to be sold or distributed:

Food trucks may be invited to be stationed nearby; the Center and other non-profit groups may distribute small giveaways

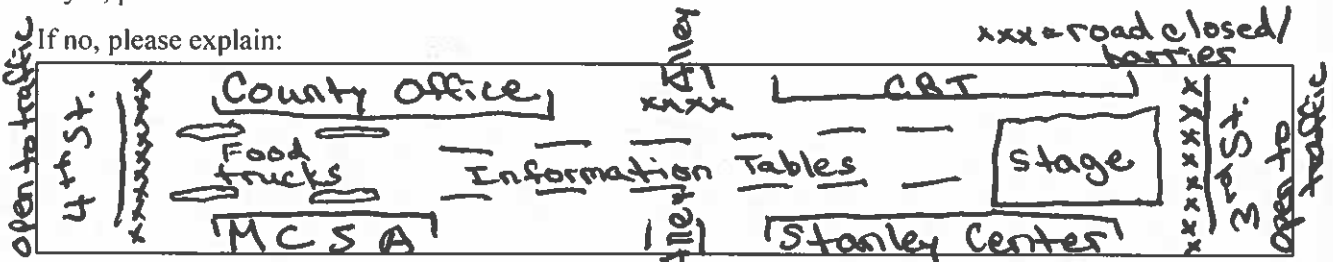
17. Is water connection requested: Yes _____ No X

18. Is electricity requested: Yes _____ No X

19. Have you provided a layout site plan for your proposed activity or event? Yes _____ No X

If yes, please attach.

If no, please explain:



20. Do you understand that you will be financially responsible for all site restoration needed to restore the site to pre-event status? Yes X No _____

The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including but not limited to the use of public ways, irrespective of whether said claims are frivolous or meritorious.

Mark Seaman
Authorized Representative

March 8, 2023
Date

EVENT: _____

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:

☐ YES ☐ NO

Parks & Recreation Date

☐ YES ☐ NO

Community Development Date

☐ YES ☐ NO

Public Works Date

☐ YES ☐ NO

Police Chief Date

☐ YES ☐ NO

Fire Chief Date

FINAL APPROVAL:

☐ YES ☐ NO

City Administrator Date

License # _____
Wallet # _____
Sticker # _____
Receipt # _____
Issued _____
Expires _____

CITY OF MUSCATINE

**APPLICATION FOR USE OF ANY STREET, SIDEWALK, ROADWAY, ALLEY,
PARK, PUBLIC WAY, PROPERTY OR FACILITY**

1. Name and address of applicant and sponsoring organization, if any:

Ballet Des Moines

Address: 121 S 11th Street #100 West Des Moines IA 50265

Telephone Number: 515 440 1177

E-mail Address: blaire@balletdesmoines.org

2. Type of event that is planned:

Ballet performance and family STEM activities

3. Proposed location:

Riverside park lawn

4. Date(s)/Time(s): 6/9/2023 all day

5. Expected length of use: 10 hours

6. Expected size of group: 300

7. Names of any person or persons in charge of the proposed use at the specified location:

Blaire Massa, CEO

Address(es): as above

Telephone Number(s): 319 631 8441

E-mail Address(es): as above

8. Names and addresses of any persons to be featured as entertainers or speakers:

9. List mechanical or electronic equipment to be used:

Electrical Outlets

10. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts:

One truck, 10 cars

11. Number and types of animals to be used:

0

12. A description of any sound amplification to be used:

Same as last year

13. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary:

3+ staff

14. All plans for the provision of security:

15. Beer or wine consumption? Yes _____ No X

16. Describe any items to be sold or distributed:

n/a

17. Is water connection requested: Yes _____ No X

18. Is electricity requested: Yes X No _____

19. Have you provided a layout site plan for your proposed activity or event? Yes _____ No X

If yes, please attach.

If no, please explain:

As in previous years

20. Do you understand that you will be financially responsible for all site restoration needed to restore the site to pre-event status? Yes x No _____

The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including but not limited to the use of public ways, irrespective of whether said claims are frivolous or meritorious.

Blaire Massa

Authorized Representative

3/10/2023

Date

EVENT: _____

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:

☐ YES ☐ NO

Parks & Recreation Date

☐ YES ☐ NO

Community Development Date

☐ YES ☐ NO

Public Works Date

☐ YES ☐ NO

Police Chief Date

☐ YES ☐ NO

Fire Chief Date

FINAL APPROVAL:

☐ YES ☐ NO

City Administrator Date

License # _____
Wallet # _____
Sticker # _____
Receipt # _____
Issued _____
Expires _____

CITY OF MUSCATINE

APPLICATION FOR USE OF ANY STREET, SIDEWALK, ROADWAY, ALLEY,
PARK, PUBLIC WAY, PROPERTY OR FACILITY

1. Name and address of applicant and sponsoring organization, if any: 22nd Annual Hustle 5K
Rachael Braun, Saints Mary and Mathias School
Address: 2407 Cedar Street, Muscatine Iowa
Telephone Number: 563-263-3264 (school) 563-554-8405 (Rachael cell)
E-mail Address: rachael.braun@muscatinesaints.org

2. Type of event that is planned:

5K race for adults and families followed by a
break-fast at Saints Mary and Mathias Catholic
School (SMMCS).

3. Proposed location:

The race will start in front of the Muscatine High School,
then out the new exit to Houser Street, cross Houser
Street and run on the trail around MPW. Next, cross
Cedar Street to Discovery Park, run through Discovery
Park to Harmony Lane then from Harmony Lane to Houser
Street. Lastly, turn right at the Cedar/street stop light back to
SMMCS

4. Date(s)/Time(s): Saturday, April 29th 2023 from 8:45-10:30 am
5. Expected length of use: around 1 hour and 45 minutes
6. Expected size of group: around 125-150
7. Names of any person or persons in charge of the proposed use at the specified location:

Rachael Braun

Address(es): 2407 Cedar Street, Muscatine or 2699 Becky Thatcher Rd
Telephone Number(s): 563-554-8405
E-mail Address(es): rachael.braun@muscatinesaints.org
Muscatine

8. Names and addresses of any persons to be featured as entertainers or speakers:

None

9. List mechanical or electronic equipment to be used:

None

10. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts:

2 bicycles and 2 golf carts

11. Number and types of animals to be used:

None

12. A description of any sound amplification to be used:

A bullhorn for announcements

13. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary:

Around 20 people to set up, clean up and run water tables in Discovery Park. Police officers at the crossing on Cedar Street from the MPW trail to Discovery Park and another at the Houser/Cedar stop light.

14. All plans for the provision of security:

Police officers at the crossing on Cedar Street from the MPW trail to Discovery Park and another at the Houser/Cedar intersection stop light.

15. Beer or wine consumption? Yes _____ No X

16. Describe any items to be sold or distributed:

17. Is water connection requested: Yes _____ No X

18. Is electricity requested: Yes _____ No X

19. Have you provided a layout site plan for your proposed activity or event? Yes X No _____

If yes, please attach.

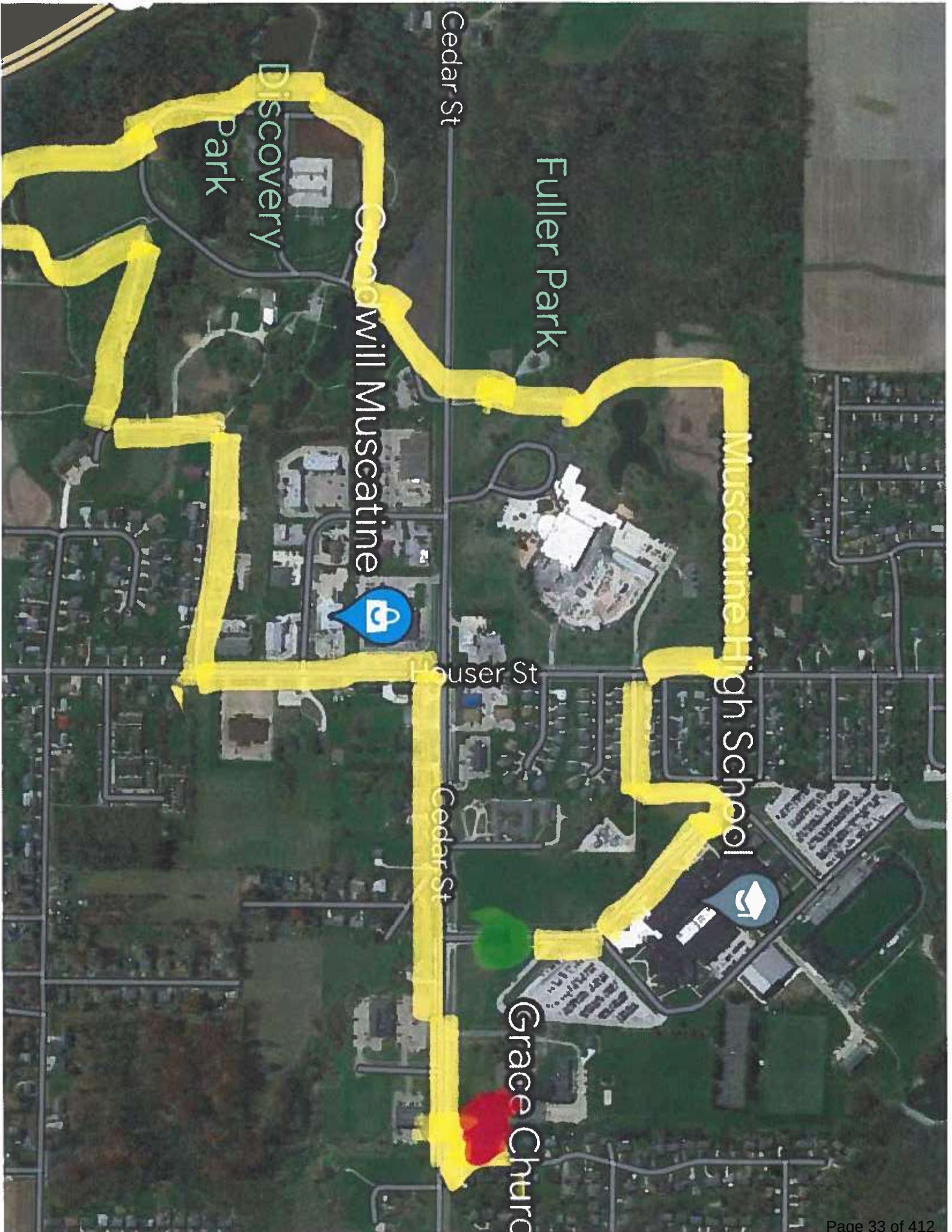
If no, please explain:

20. Do you understand that you will be financially responsible for all site restoration needed to restore the site to pre-event status? Yes X No _____

The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including but not limited to the use of public ways, irrespective of whether said claims are frivolous or meritorious.

Rachael Weber Braun
Authorized Representative

1/23/23
Date



EVENT: Saints Mary and Mathias School - 5k Hustle

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒
YES

☐
NO

Richard Klimes
Richard Klimes (Feb 22, 2023 15:51 CST)

2/22/23

Parks & Recreation

Date

Comments:

Approval subject to coordinating race route
with local police department.

☒
YES

☐
NO

Jodi Royal-Goodwin
Jodi Royal-Goodwin (Feb 22, 2023 11:00 CST)

Community Development

Date

☒
YES

☐
NO

Brian Stineman
Brian Stineman (Feb 22, 2023 11:19 CST)

Public Works

Date

☒
YES

☐
NO

Brett Talkington
Brett Talkington (Feb 22, 2023 14:00 CST)

Police Chief

Date

Will assist with traffic control

☒
YES

☐
NO

Jerry Ewers
Jerry Ewers (Feb 22, 2023 14:08 CST)

Fire Chief

2/22/2023

Date

FINAL APPROVAL:

☒
YES

☐
NO

Carol Webb
Carol Webb (Feb 22, 2023 16:00 CST)

City Administrator

Date



City of Muscatine

ITEM NUMBER 2023-0120

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request for Road Closure of Washington Street at River Road for Culvert Repair

EXECUTIVE SUMMARY

The Public Works Department requests to close Washington Street at River Road to remove and replace a culvert under the road to provide proper drainage.

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

The Public Works Department has received a drainage complaint from residents in the area of Washington Street and River Road. Upon inspection, it was discovered that the culvert under Washington Street had collapsed and must be removed and replaced. A road closure will be necessary to perform this work. The current plan is to close the road on March 21, 2023 and have it open again by March 24, 2023.

Washington Street is an asphalt street. The patch will be temporarily backfilled with asphalt millings until hotmix asphalt plants are open and a permanent patch can be made.

CITY FINANCIAL IMPACT

Funds for this work are available in the Roadway Maintenance and Collection and Drainage Budgets.

ATTACHMENTS

1. Washington_River Rd Closure



**CITY OF
MUSCATINE**

1459 WASHINGTON ST
MUSCATINE, IOWA 52761
Phone: (563) 263-8933
Email: tking@muscatineiowa.gov

MUSCATINE, IOWA

WASHINGTON STREET CLOSURE AT RIVER ROAD

CULVERT REPLACEMENT
Date: MARCH 21, 2023
Duration: 3 DAYS

AUTHOR
T KING

DATE SAVED:
3/9/2023

Muscatine County Board of Supervisors
Monday, January 30, 2023

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Mather, Sauer and Sorensen present. Chairperson Sauer presiding.

On a motion by Sorensen, second by Chick, the agenda was approved as presented. Ayes: All.

Discussion was held with Bill Koellner, Muscatine County Historic Preservation Commission member, to increase the Commission's membership from 9 to 11 members. Koellner reviewed the current and upcoming projects the Commission is working on and stated the importance of additional members to adequately complete the projects.

On a motion by Sorensen, second by Kirchner, the Board approved Resolution #01-30-23-01 Amending Resolution #03-02-15-04 to Increase the Membership of the Historic Preservation Commission for Muscatine County, Iowa. Roll Call vote. Ayes: All.

**RESOLUTION #01-30-23-01
AMENDING RESOLUTION #03-02-15-04 TO INCREASE THE MEMBERSHIP
OF THE HISTORIC PRESERVATION COMMISSION FOR MUSCATINE
COUNTY, IOWA**

BE IT RESOLVED BY THE MUSCATINE COUNTY BOARD OF SUPERVISORS THAT
Sections 3a and 3c are replaced with the following:

County Historic Preservation Commission

- a. The Commission shall consist of eleven members who shall be residents of the County.
- c. The appointment of the members of the Commission shall be three that expire 01/01/2024, four that expire 01/01/2025, and four that expire 01/01/2026; all subsequent appointments are for three-year terms.

Passed and approved this 30th day of January, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Scott Sauer, Chair
Muscatine County Board of Supervisors

Planning and Zoning Administrator Eric Furnas reviewed a letter of support for the City of Durant's Iowa Department of Agriculture and Land Stewardship grant application for the Feldham/Mud Creek Storm Water Quality Wetland Initiative project. Furnas stated the grant project will involve creating a wetland for future residential development expansion north of Highway I-27.

On a motion by Sorensen, second by Mather, the Board authorized the chair to sign a letter of support for the City of Durant's Iowa Department of Agriculture and Land Stewardship grant application for the Feldham/Mud Creek Storm Water Quality Wetland Initiative project.

On a motion by Mather, second by Sorensen, the Board set a public hearing for Monday, February 20, 2023 at 9:00 a.m. on proposed amendments to Title II, Chapter II of the Muscatine County Code of Ordinances – Private Sewage Disposal Systems. Ayes: All.

On a motion by Sorensen, second by Kirchner, the minutes of the January 23, 2023 regular meeting, January 24, 2023 special meeting, and the January 25, 2023 special meeting were approved as written. Ayes: All.

Correspondence:

All Supervisors received several emails regarding legislative proposals.
Mather had a discussion with the Chairman of the Board for Muscatine Legal Services.

Committee & Meeting Reports:

Sorensen attended a formation meeting for the Muscatine County Clean Energy District on January 26, 2023.
Sorensen attended an Eastern Iowa Mental Health Board meeting on January 25, 2023.
Sorensen attended a training for the Recovery Support Functions with Homeland Security on January 25, 2023.
Sorensen and Sauer attended a Bi-State Regional Planning Commission meeting on January 25, 2023.
Mather attended the Muscatine Community Health Association meeting on January 27, 2023.
Chick attended a Mississippi Valley Workforce Area Board meeting on January 27, 2023 electronically by Zoom.

On a motion by Sorensen, second by Mather, the Board appointed Jimmy Hyink to the Muscatine County Historic Preservation Commission for a three-year term ending January 1, 2026. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved Resolution #01-30-23-02 Encumbering Local Assistance & Tribal Consistency Funds. Roll Call vote: Ayes: All.

**RESOLUTION # 01-30-23-02
ENCUMBERING LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUNDS**

WHEREAS, Section 605 of the Social Security Act (the Act), added by Section 9901 of the American Rescue Plan (ARPA), established the Local Assistance and Tribal Consistency Fund (LATCF), which provides for Treasury to pay \$2 billion to eligible revenue sharing counties and

eligible Tribal governments across fiscal years 2022 and 2023 for use on any governmental purpose except for a lobbying activity,

WHEREAS, the Local Assistance and Tribal Consistency Fund allocated \$100,000.00 to Muscatine County and on November 18, 2022 the first half of funds totaling \$50,000.00 was received and with the second half of the funds totaling \$50,000.00 being expected in 2023 and,

WHEREAS, the Muscatine County Board of Supervisors has held public meetings to review options and has determined which best qualify for the Local and Tribal Consistency Funds and,

WHEREAS, based on the distribution guidelines from the US Department of Treasury, the following projects have been approved for the use of said funds:

- City of Muscatine County Wide Housing Study in an amount not to exceed \$25,000
- Muscatine Legal Services in an amount not to exceed \$20,000 as a match to other funding sources received

NOW, THEREFORE, BE IT RESOLVED, that the Muscatine County Board of Supervisors encumbers Local Assistance and Tribal Consistency Funds as listed above.

PASSED AND APPROVED this 30th day of January, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Scott Sauer, Chair
Muscatine County Board of Supervisors

On a motion by Sorensen, second by Kirchner, the Board approved the January 2023 payroll claims.
Ayes: All.

The Board recessed at 9:26 A.M. and reconvened at 9:36 A.M.

The Board held on-going discussion of the proposed FY23/24 Muscatine County Budget. Budget Coordinator Kala Naber reviewed the estimated fund balances, debt summary report and valuation increase/levy estimates for the proposed FY23/24 budget.

The meeting was adjourned at 10:16 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, February 13, 2023

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Mather, Sauer and Sorensen present. Chairperson Sauer presiding.

On a motion by Sorensen, second by Mather, the agenda was approved as presented. Ayes: All.

Muscatine County Historic Preservation Commission member Lynn Pruitt reviewed the 2022 Work Plan with their accomplishments and the 2023 Work Plan. Pruitt stated the Commission is able to keep their CLG status due to maintaining their membership, along with conducting ten meeting yearly (with a quorum for all but one). Pruitt reviewed their work with many of the local entities around the county to continue the County's repository of historic information and artifacts. He stated the 2025 Historic Summit will be held in Muscatine County. In 2023, the Commission will be working on the Historic County Jail restoration and development of a County Museum and Archive, Country Schools and Churches, Nichols Historic Homes and Churches, Wilton and West Liberty Historic Neighborhoods, the Fairport Fish Hatchery, and County-wide Historic Transportation Survey. On a motion by Sorensen, second by Kirchner, the Board accepted the Muscatine County Historic Preservation Commission's 2022 Work Plan with Accomplishments and the 2023 Work Plan. Ayes: All.

On a motion by Chick, second by Sorensen, the Board authorized the Chair to sign the Iowa Certified Local Government 2022 Annual Report. Ayes: All.

Discussion was held with Pruitt regarding the Certified Local Government Grant contract for a \$35,000 grant (\$21,000 grant award with \$3,650 cash and \$10,350 in-kind match requirements) between the State Historic Preservation Office (SHPO) and Muscatine County (on behalf of the Muscatine County Historic Preservation Commission) for a survey of transportation development in Muscatine County project. On a motion by Mather, second by Sorensen, the Board authorized the Chair to execute documents related to a Certified Local Government Grant contract. Ayes: All.

On a motion by Sorensen, second by Mather, the Board approved the Iowa DOT Agreement No-5-23-HBP-S-004 for utilization of Federal Bridge Funds for a bridge project on Trolley Avenue over Sweetland Creek. Ayes: All.

Muscatine County Engineer Bryan Horesowsky updated the Board on Secondary Roads design projects. During the discussion about survey work on Stewart Road, it was suggested that the Engineer's Office should coordinate with Muscatine Power & Water and Muscatine County Conservation to see if their projects could be coordinated.

Horesowsky reported that he has taken possession of one of two motor graders which were ordered back in November 2021. This grader was a 2023 model. The second motor grader should be received in the next month or two.

On a motion by Sorensen, second by Kirchner, the Board approved the minutes of the February 6, 2023 regular meeting. Ayes: All.

Correspondence:

All Supervisors received a letter from the Secondary Roads Union.

Sorensen received a call from Sue Johannsen in regards to using ARPA funds to compensate daycare providers an additional \$2.00 per hour. Sorensen referred her to the Impact Muscatine.

Sorensen received a call from a Muscatine County resident about the swimming pool in Wilton to see if the County could help with funds for grant writing. He recommended contacting the Community Foundation.

Mather received correspondence in regards to the American Legion and the Veteran Affairs Director Eric Sanders having discussions and moving forward regarding the grave flags.

Mather had discussion with some residents regarding the proposed Canadian Pacific merger.

Chick met with the Teamsters Union Representative and stewards from the Jail, Deputies and Secondary Roads unions.

Chick received a call from a Contractor about the trains blocking Dick Drake Road.

Chick received several calls from the veterans regarding the grave flags.

Kirchner received a several calls in regards to solar issues.

Kirchner received an email regarding a zoning issue that he forwarded to Planning and Zoning Administrator Eric Furnas.

Mather had discussions with the West Liberty Mayor to help build relationships with the City of West Liberty.

Committee & Meeting Reports:

Sorensen attended Eastern Iowa MH/DS Region budget meeting on February 8, 2023.

Mather attended General Housing Council meeting on February 7, 2023 by Zoom.

Chick attended Progress Muscatine Group meeting on February 6, 2023 by Zoom.

Chick attended General Housing Council meeting on February 7, 2023 by Zoom.

Chick attended Mississippi Valley Workforce Area Board meeting on February 10, 2023.

Kirchner attended WELEAD meeting on February 7, 2023.

Kirchner attended WELEAD quarterly meeting on February 10, 2023.

Muscatine County Attorney Jim Barry updated the Board on the Drainage District #13. Barry discussed moving the Fines Collection Office back to the County Attorney's main office and plans for some staff reorganization within his office.

The meeting was adjourned at 10:06 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, February 27, 2023

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Sauer and Sorensen present. Mather was absent. Chairperson Sauer presiding.

On a motion by Sorensen, second by Kirchner, the agenda was approved as presented. Ayes: All.

Mike Nolan, Horizon Architecture, reviewed a proposal to update the County's Facilities Master Plan and the Master Agreement between Muscatine County and Horizon Architecture. Nolan stated the prior Facilities Master Plan was approved in 2018 which evaluated the existing condition of county buildings to enable development of a 5 to 10-year plan for future projects. On a motion by Sorensen, second by Kirchner, the Board accepted the proposal to update the County's Facilities Master Plan in the amount of \$7,500. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved an updated Master Agreement between Muscatine County and Horizon Architecture. Ayes: All.

Nolan reviewed Service Order 23-001 stating the order is an agreement between the County and Horizon Architecture for a new building project to accommodate administrative offices for the County Engineer and staff and Planning and Zoning, to include public service lobby, private offices, open workspaces, conference spaces for staff, building support spaces and additional enclosed parking to be provided for county vehicles operated by the agencies. On a motion by Sorensen, second by Kirchner, the Board approved Service Order 23-001 – Muscatine County Engineer and Zoning Building in the amount of \$72,500. Ayes: All.

Nolan reviewed Service Order 23-002 stating the order is an agreement between the County and Horizon Architecture for the County Engineer for a new modular prototype building to replace, upgrade or build a new Muscatine County Engineer Satellite Facility to support crews and equipment. Board consensus was to review the current County Engineer buildings and determine the best location for a future building. On a motion by Sorensen, second by Kirchner, the Board approved Service Order 23-002 – Muscatine County Engineer Satellite Facility in the amount of \$39,100. Ayes: All.

Nolan updated the Board on the Administration Building Master Building Plan stating the next step is to meet with department heads to determine office space needs, common space and public areas.

On a motion by Sorensen, second by Chick, to approve the Muscatine County Private Sewage Disposal Ordinance on the second of three readings. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved Resolution #02-27-23-01 Authorizing Weight Embargoes on Secondary Roads in Muscatine County, Iowa. Roll call vote: Ayes: All.

RESOLUTION # 02-27-23-01
AUTHORIZING WEIGHT EMBARGOES ON SECONDARY ROADS
IN MUSCATINE COUNTY, IOWA

WHEREAS, the Muscatine County Board of Supervisors recognizes that recent weather conditions have caused soft subgrade and surface conditions to develop on some Secondary Roads; and

WHEREAS, Sections 321.236(8), 321.255, 321.471 and 321.473 of the Code of Iowa provide the authority for local authorities to impose restrictions as to the weight of vehicles to be operated on any highway under their jurisdiction and Section 321.463 establishes the penalty for violating said restrictions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Muscatine County, Iowa, that an embargo be authorized where necessary on the Secondary Roads System for Muscatine County. The County Engineer is directed to restrict all traffic to an 11-ton gross load where deemed necessary on certain sections of the road system and to erect signs to advise the traveling public of these limits, in accordance with Section 321.472. If conditions warrant, the embargo is rescinded by the removal of signs by direction of the County Engineer.

Passed and approved this 27th day of February, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Scott Sauer, Chair
Muscatine County Board of Supervisors

On a motion by Sorensen, second by Kirchner, the Board approved the following utility permits: Muscatine Power and Water, Muscatine, Iowa – installation of 2-inch orange high-density polyethylene (HDPE) conduit fiber along Sweetland Road from approximately 1984 Sweetland Road to Highway 22 in Sections 21 and 28, T77N-R1W and along Trolley Avenue near Sweetland Creek to Highway 22, Sections 26, 27 and 35, T77N-R1W. Ayes: All.

County Engineer Bryan Horesowsky held discussions with the Board regarding the Calhoun-Burns and Associates feasibility analysis of Bridge No. 319 on 245th Street, Conesville, Iowa. The Board discussed options to replace or restore the bridge, possible road vacation, Core of Engineer and Department of Natural Resource permitting, preliminary design phases, construction and engineering costs. Sorensen requested to review minutes to determine if the Board made commitments to the residents at the time the northern road was vacated. Schreiber stated the minutes can be reviewed to conclude if a commitment was made. Sorensen stated the costs need to be determined for three options: restore the northern route, abandon the road or reconstruct the bridge. Horesowsky reviewed the annual bridge program budget and stated the five-year plan determines the order of bridge projects.

On a motion by Sorensen, second by Kirchner, the Board approved a renewal application for a Class C Beer, Liquor, Sunday Sales and Outdoor Service Permit for West Liberty Golf & Country Club, 1248 Country Heights Lane, West Liberty, Iowa. Ayes: All.

On a motion by Sorensen, second by Kirchner, the minutes of the February 20, 2023 regular meeting were approved as written. Ayes: All.

Correspondence:

All Supervisors received a call from James Buser regarding uncontrolled intersections.

Board consensus was to review the current County policy.

All Supervisors received an email regarding bridge conditions on 245th Street, Conesville, Iowa.

Chick received a text message from a resident regarding road complaints.

Committee & Meeting Reports:

Sorensen and Sauer attended a Bi-State Regional Commission meeting on February 22, 2023.

Sorensen attended a Muscatine County E911 Service Board meeting on February 22, 2023.

Sorensen attended a Muscatine County/Muscatine City Joint Administration Board meeting on February 22, 2023. The Board voted to be absorbed by the Muscatine County E911 Service Board.

Chick attended an electronic Mississippi Valley Workforce Development Board meeting on February 20, 2023.

Chick attended an electronic Mississippi Valley Workforce Development CEO meeting on February 21, 2023.

Chick attended an electronic Mississippi Valley Workforce Development bi-weekly meeting on February 24, 2023.

Kirchner attended a West Liberty Economic Area Development (WELEAD) on February 23, 2023.

Kirchner attended a West Liberty Urban Renewal meeting on February 23, 2023.

On a motion by Sorensen, second by Chick, the Board approved Resolution #02-27-23-02 Transferring Funds in the amount of \$1,500 from the General Basic Fund to the Firearm Purchase Assistance Program Fund. Roll call vote: Ayes: All.

**RESOLUTION #02-27-23-02
TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE
FIREARM PURCHASE ASSISTANCE PROGRAM FUND**

WHEREAS, it is desired to authorize the Auditor to transfer a sum from the General Basic Fund to the Firearm Purchase Assistance Program Fund to include Conservation law enforcement officers in the program; and

WHEREAS, said transfers must be in accordance with Section 331.429 and 331.432 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$1,500 from the General Basic Fund to the Firearm Purchase Assistance Program Fund.

PASSED AND APPROVED this 27th day of February, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Scott Sauer, Chair
Muscatine County Board of Supervisors

Administrative Services Director Nancy Schreiber stated Budget Director Kala Naber was unable to attend today's meeting to update the Board regarding the FY23/24 budget. This agenda item will be tabled to next week's meeting.

Schreiber stated there will be a Special Board meeting on Tuesday, March 14, 2023 at 9:00 A.M. to canvass a Special Election for Durant and Davenport Community School District Public Measures at the request of County Auditor Tibe Vander Linden.

Planning and Zoning Administrator Eric Furnas stated the Iowa Economic Development Authority (IEDA) monitoring visit was held on-line (due to an ice storm prediction) on February 22, 2023 to review the recently adopted Community Development Block Grant (CDBG) policies. Furnas stated a public hearing is set for March 6, 2023 on the status of funded activities for the CDBG-2019 Disaster Recovery Buyout Project and to adopt the policies. Furnas will contact an additional land owner who expressed interest in a Federal Emergency Management Agency (FEMA) buyout to see if they are still interested in a purchase offer.

The meeting was adjourned at 10:26 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, March 6, 2023

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Mather, Sauer and Sorensen present. Chairperson Sauer presiding.

On a motion by Sorensen, second by Mather, the agenda was approved as presented. Ayes: All.

On a motion by Sorensen, second by Kirchner, claims dated March 6, 2023, were approved in the amount of \$568,948.85. Ayes: All.

On a motion by Mather, second by Sorensen, stamped warrants payable dated March 6, 2023, were approved in the amount of \$39,995.25. Ayes: All. County Attorney Jim Barry reported the total expenditures to date for the Drainage District #13 pump project is \$500,109.38.

A Public Hearing was called to order by Chairperson Sauer at 9:02 A.M. on Status of Funded Activities - CDBG-2019 Disaster Recovery Buyout Project. Ricky Newcomb, Bi-State Regional Commission, Senior Planner attended the public hearing. Planning and Zoning Administrator Eric Furnas reviewed the status of the CDBG-2019 funded activities, accomplishments, expenditures, general description of remaining work and the contract amendment to change one low-to moderate income buyout to an urgent need buyout. Furnas stated all expenditures for the work completed at 1995 Sweetland Road, Muscatine, Iowa, have been reimbursed by the grant to the total amount of \$30,909.00 and the amount of \$52.50 to be reimbursed for the appraisal of 1702 Highway 22, Nichols, Iowa has not yet been claimed. Furnas stated in total, \$30,909.00 or 56% has been paid out of the grant total of \$55,062.00.

On a motion by Sorensen, second by Mather the Public Hearing was closed at 9:07 A.M. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Chick the Board authorized the Chair to sign Amendment 1 to the Memorandum of Agreement with B-State Regional Commission for grant administration services for the CDBG-2019 Disaster Recovery Buyout Project. Ayes: All.

The Board consensus was to permit the Lower Cedar River Watershed Authority update to be held later in today's meeting to allow Jen Fencel of East Central Iowa Council of Governments to arrive.

On a motion by Sorensen, second by Mather the Board approved Ordinance #03-06-23-01 Repealing and Replacing the Provisions of Title II, Chapter II Private Sewage Disposal Systems of the Muscatine County Code of Ordinances on the third and final reading. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved the following utility permits: Muscatine Power and Water, Muscatine, Iowa – installation of 2-inch orange high-density polyethylene (HDPE) conduit fiber along Geneva Hills Road from New Era Road to Highway 22. Section 20 & 29, T77N, R1W. Ayes: All.

County Engineer Bryan Horesowsky stated he has not received the revenue from the Iowa DOT's All Systems Permit. The revenue was supposed to be issued at the end of January. Horesowsky stated once the county receives the funds he will discuss the permit more in depth with the Board.

On a motion by Sorensen, second by Kirchner, the Board approved the minutes of the February 27, 2023, regular meeting. Ayes: All.

Correspondence.

All Supervisors received an email from Dusty Buffington regarding the recent discussions of the bridge condition on 245th Street, Conesville, Iowa.

All Supervisors received an email from James Buser regarding uncontrolled intersections. Mather received several emails from Seventh Judicial Department of Correctional Services Board.

Chick received a call from John Wagner, Washington County Maintenance Superintendent regarding railroad bridges.

Chick received an email from D.J. Chick, Bayer CropScience employee who expressed his concern regarding traffic safety issues on Pettibone Avenue, Muscatine, Iowa.

Kirchner received a call from a resident regarding road conditions.

Committee & Meeting Reports:

Sorensen, Sauer, Chick and Kirchner attended a Conference Board meeting on February 28, 2023.

Sorensen attended an Eastern Iowa Mental Health and Disability Services Region meeting on February 27, 2023.

Sorensen and Kirchner attended a Farm Bureau Local Leadership meeting on February 28, 2023.

Mather reported the American Legion Post 27 meeting scheduled for February 23, 2023 did not have a quorum present.

Mather attended Wilton Chamber and Development Alliance meeting on February 15, 2023.

Mather attended a Housing Task Group meeting on February 14, 2023.

Mather reported the Muscatine Community Health Association has not met recently due to various reasons with member absences.

Discussion was held regarding possible action to accept a quote for fire alarm replacement and monitoring, testing and inspections services at the Sheriff's Office and the Maintenance Building. The quotes presented were from Per Mar Security Services, Davenport, Iowa for Monitoring and Inspection \$1095.00 per building; Equipment and Labor \$6,925.00 for Maintenance Building and \$7,895.00 for Sheriff's Office and the quote from CertaSite, Franklin, Wisconsin for Equipment and Services \$14,720.00 for Maintenance Building and \$24,600.00 for Sheriff's Office. Administrative Services Director Nancy Schreiber recommended the Board approve the quote from Per Mar Security Services. On a motion by Sorensen, second by Mather, the Board approved the quote from Per Mar Security Services, Davenport, Iowa for fire alarm

replacement and monitoring, testing and inspections services at the Sheriff's Office and the Maintenance Building for Monitoring and Inspection services in the amount of \$1095.00 per building and Equipment and Labor to install in the amount of \$6,925.00 for the Maintenance Building and \$7,895.00 for the Sheriff's Office. Ayes: All.

Discussion was held with the Board regarding Muscatine County serving as the local grant recipient for Iowa Workforce Development funding. County Attorney Jim Barry stated he has reviewed the contract and stated the County would be taking on the responsibility to the state for the administration of the funds which may require hiring additional staff and expands this exposure from an indemnification stand point. On a motion by Chick, second by Mather, the Board declined the local grant recipient agreement for Iowa Workforce Development funding. Ayes: All.

Jen Fencl of East Central Iowa Council of Governments and Emery Davis of Heartland Co-op updated the Board on the Lower Cedar River Watershed Management Authority activities with a Power Point presentation.

Discussion was held with Administrative Services Director Nancy Schreiber regarding the Muscatine County Compensation Board FY23/24 salary recommendations for elected officials. A letter from the Muscatine County Compensation Board recommended a 6% increase for the Board of Supervisors plus \$2,500 for Chair and \$1,500 for Vice-Chair; a 6% increase for the Attorney, Auditor, Recorder, and Treasurer; and an 8.0% increase for the Sheriff effective July 1, 2024. Sorensen recommended a reduction of 37.5% for all elected officials for the compensation increase, which adjusts the percentage amounts to 6% for Sheriff and 3.75% for all other elected officials. On a motion by Sorensen, second by Chick, the Board approved a 6% increase for the Sheriff and 3.75% increase for the Attorney, Auditor, Treasurer, Recorder and Supervisors. Roll call vote: Ayes: All.

County Attorney Jim Barry stated the fine collection coordinator employee has been moved from the courthouse to the County Attorney's office. Barry stated the current fine collection assistant position duties will be blended with the coordinator position, creating one position with a new job description and salary to be determined. Barry updated the Board regarding the County Attorney renovation office furniture, stating the furniture quote is in the amount of approximately \$15,000 and Barry recommended to pay from the fine collection revenue.

County Engineer Bryan Horesowsky stated the Cedar River is currently at a minor flood stage level. Horesowsky stated 245th Street, Conesville, Iowa currently has water over the road.

Planning and Zoning Administrator Eric Furnas stated the next meeting for the Lower Cedar Watershed Management Authority is scheduled for March 7, 2023, 6:30 p.m. at the Old Town Hall in West Branch, Iowa.

James Buser, 2011 Elder Avenue, Nichols, Iowa addressed the Board regarding uncontrolled intersections on Level B secondary roads in the county. Buser stated he calculates there are 29

uncontrolled intersections at 4-way roads and 113 at 3-way roads. Sorensen stated the Board has discussed this issue and is reviewing the current policy. Buser stated his research of uncontrolled intersection in four other Iowa counties show those counties have zero uncontrolled intersections and asked the Board to consider the same. Barry stated uncontrolled intersections has a current law for vehicles to yield to the vehicle on the right. The Board consensus was to review the current county policy.

Schreiber held discussion regarding the FY23/24 budget to complete preparation for publication. Budget Coordinator Kala Naber reviewed the valuation/levy estimates and the debt issuance projects with the Board. The Board consensus was to proceed with the proposed FY23/24 budget for publication.

The meeting was adjourned at 10:22 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors



City of Muscatine

ITEM NUMBER 2023-0104

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Darrell Janssen, Battalion Chief
Gerald Ewers, Fire Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order In the Amount of \$ 9,485.00 to Boxhub for Conex Containers for Fire Department Training

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order to Boxhub for Conex containers in the amount of \$ 9,485.

STAFF RECOMMENDATION

Staff recommends approving the purchase order to Boxhub for Conex containers for fire training.

BACKGROUND/DISCUSSION

The Muscatine Fire Department is in need of a live fire training facility. Conex containers have proven to be a very effective way of creating a training facility that can be used for multiple live fire training scenarios. These containers can be modified and converted into various training props, which includes live fire rooms that can simulate real life situations. Creation of a live fire training facility like this has been a department goal for years as it provides flexibility, realistic training opportunities, and has a lower environmental impact than what we have had available for use in the past. Department staff will coordinate placement and modification of the boxes to meet our training needs. We have budgeted \$ 22,000 for the purchase of containers along with modifications for windows and doors and accessories. This is being funded by ARPA funds and will be under \$ 22,000 for the total project.

CITY FINANCIAL IMPACT

The amount for the boxes is \$9,485.00 with the cost being covered by American Rescue Plan Act (ARPA) funds. There is \$ 22,000 allocated for this project.

Quote summary:

Boxhub - \$9,485.00

McGowan - \$10,300.00

ATTACHMENTS

BILLS FOR APPROVAL SUMMARY
March 17, 2023

Computer Bill Lists

Regular Bills 3/17/23	\$ 1,047,705.66
Special Cks 3/10/23	2,001.52
Payroll Vendor Checks 3/3/23	19,965.25
Payroll Vendor ACH Payments 3/3/23	94,412.21
Subtotal	\$ 1,164,084.64

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance March	\$ 79,000.00
Wellmark Insurance	Health/Dental Insurance March	79,000.00
Payroll Account	Transfer	428,740.15
IPERS	February Contributions	114,879.59
Treasurer State of Iowa	State Tax Withholding	27,954.77
Iowa Insurance Division	509A Filing Fee	101.59
Internal Revenue Service	Federal Withholding	116,628.12
	Subtotal	\$ 846,304.22

Voucher Program

Various Landlords	Estimated April Rent	\$ 148,000.00
		\$ 148,000.00

Voids

Void Checks 2/10/23	Operating	\$ (2,216.02)
	Subtotal	\$ (2,216.02)

Total before Journal Entries	\$ 2,156,172.84
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Journal Entries-

October 2022	\$ 1,438,219.16
Total	\$ 1,438,219.16

Total Expenditures	\$ 3,594,392.00
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Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 03/14/2023 - 2:07PM
 Batch: 00001.03.2023



City of
MUSCATINE
 City Hall
 215 Sycamore St
 Muscatine, Iowa 52761
www.muscatineiowa.gov
 (563) 264-1550

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023	Life Insurance	02/17/2023	0	1.60	
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023	Life Insurance	02/17/2023	0	3.67	
	Vendor Subtotal:				5.27	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023	Optional Life	02/17/2023	0	253.13	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.02.2023	Optional Life	02/03/2023	0	252.24	
	Vendor Subtotal:				505.37	
1000-00-0000-24400	BOLAND RECREATION INC	Playground Equipment	03/13/2023	0	16,220.00	
	Vendor Subtotal:				16,220.00	
1000-01-1111-52600	TCM BANK NA VISA	Hy-Vee - Budget Meal	03/14/2023	0	76.85	
1000-01-1111-52600	TCM BANK NA VISA	Hy-Vee - Budget Meal	03/14/2023	0	80.67	
1000-01-1111-52600	TCM BANK NA VISA	Hy-Vee - Budget Meal Refund Tax	03/14/2023	0	-5.03	
1000-01-1111-52600	TCM BANK NA VISA	Fareway - Budget Meal	03/14/2023	0	22.85	
1000-01-1111-52600	TCM BANK NA VISA	Wal-Mart - Budget Meal	03/14/2023	0	50.40	
1000-01-1111-52600	TCM BANK NA VISA	Pizza Ranch - Budget Meal	03/14/2023	0	148.92	
1000-01-1111-52600	TCM BANK NA VISA	Ave Subs - Budget Meal	03/14/2023	0	98.80	
1000-01-1111-52600	TCM BANK NA VISA	GeoJohnz - Budget Meal	03/14/2023	0	76.36	
	Vendor Subtotal:				549.82	
1000-01-1112-68100	SENIOR RESOURCES INC	October - December 2022	03/14/2023	0	7,500.00	
	Vendor Subtotal:				7,500.00	
1000-01-1121-61210	MUSCATINE COUNTY ATTORNEY	Serving Papers	03/13/2023	0	39.00	

1000-01-1121-61210	MUSCATINE COUNTY ATTORNEY	Serving Papers	03/13/2023	0	156.00
1000-01-1121-61210	MUSCATINE COUNTY ATTORNEY	Serving Papers	03/13/2023	0	78.00
		Vendor Subtotal:			273.00
1000-01-1131-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	52.01
		Vendor Subtotal:			52.01
1000-01-1131-46600	RELIANCE STANDARD LIFE INS CO	LTDMar	03/13/2023	0	64.12
		Vendor Subtotal:			64.12
1000-01-1131-61340	CIVICPLUS	Civic Clerk Annual Fee 4/11/23 - 4/10/24	03/13/2023	0	8,211.00
		Vendor Subtotal:			8,211.00
1000-01-1131-61340	TCM BANK NA VISA	Adobe - Adobe ID	03/14/2023	0	54.99
		Vendor Subtotal:			54.99
1000-01-1131-69400	ROTARY CLUB OF MUSCATINE	Dues - Webb	03/13/2023	0	143.00
		Vendor Subtotal:			143.00
1000-01-1132-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	17.50
		Vendor Subtotal:			17.50
1000-01-1132-46600	RELIANCE STANDARD LIFE INS CO	LTDMar	03/13/2023	0	21.45
		Vendor Subtotal:			21.45
1000-01-1132-51100	AMAZON.COM	Document Holder	03/09/2023	0	17.53
		Vendor Subtotal:			17.53
1000-01-1132-52890	PETTY CASH	Water for Leadership Training	03/14/2023	0	2.99

			Vendor Subtotal:		2.99
1000-01-1132-61660	TENANT REPORTS.COM LLC	Background Checks	03/13/2023	0	5.00
			Vendor Subtotal:		5.00
1000-01-1132-62530	CROSSROADS INC.	Shredding	03/09/2023	0	22.00
			Vendor Subtotal:		22.00
1000-01-1144-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	5.06
			Vendor Subtotal:		5.06
1000-01-1144-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	5.83
			Vendor Subtotal:		5.83
1000-01-1144-61550	TSS INCORPORATED	Random Drug - Jacobs	03/13/2023	0	137.50
			Vendor Subtotal:		137.50
1000-01-1218-68100	MUSCATINE CHAMBER OF COMMERCE	October - December 2022	03/14/2023	0	10,750.00
			Vendor Subtotal:		10,750.00
1000-05-1141-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	30.17
			Vendor Subtotal:		30.17
1000-05-1141-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	38.19
			Vendor Subtotal:		38.19
1000-05-1141-64200	TCM BANK NA VISA	GFOA - Registration Lueck	03/14/2023	0	35.00
			Vendor Subtotal:		35.00

1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Public Notice Sale of Property	03/09/2023	0	38.74
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Truck Route Ordinance Update	03/09/2023	0	58.06
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Minutes/Bills 2/16/23	03/09/2023	0	381.84
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Public Notice - Surplus	03/14/2023	0	40.49
	Vendor Subtotal:			519.13
1000-05-1143-46200	RELIANCE STANDARD LIFE INS CO Life Ins Mar	03/13/2023	0	41.78
	Vendor Subtotal:			41.78
1000-05-1143-46600	RELIANCE STANDARD LIFE INS COLTD Mar	03/13/2023	0	62.25
	Vendor Subtotal:			62.25
1000-05-1143-51100	AMAZON.COM Shipping	03/13/2023	0	5.99
1000-05-1143-51100	AMAZON.COM File Pocket Expansion Folders Legal	03/13/2023	0	27.87 00023596
1000-05-1143-51100	AMAZON.COM Sharp #EL2196 Calculator Ribbon (Set o	03/13/2023	0	8.78 00023596
1000-05-1143-51100	AMAZON.COM Penny Coin Wrappers	03/13/2023	0	5.90 00023596
	Vendor Subtotal:			48.54
1000-05-1143-51300	AMAZON.COM 8 1/2 x 11 Buff Cardstock Paper 90 Lb	03/13/2023	0	5.99
1000-05-1143-51300	AMAZON.COM 8 1/2 x 11 Buff Cardstock Paper 90 Lb	03/13/2023	0	60.10 00023596
	Vendor Subtotal:			66.09
1000-05-1143-69200	PETTY CASH Postage Due	03/14/2023	0	0.96
	Vendor Subtotal:			0.96
1000-05-1143-69400	TCM BANK NA VISA GFOA - Membership McCullough	03/14/2023	0	150.00
	Vendor Subtotal:			150.00
1000-05-1145-51100	PITNEY BOWES GLOBAL FINANCIA#765-9 - Red Ink Cartridge	03/13/2023	0	398.37 00023675
1000-05-1145-51100	PITNEY BOWES GLOBAL FINANCIA#625-0 - Postage Tape	03/13/2023	0	66.39 00023675

			Vendor Subtotal:		464.76
1000-05-1146-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	27.13
			Vendor Subtotal:		27.13
1000-05-1146-46600	RELIANCE STANDARD LIFE INS CO	LTLD Mar	03/13/2023	0	35.19
			Vendor Subtotal:		35.19
1000-05-1146-52890	MENARDS (MUSC)	Flash Drives	03/09/2023	0	13.99
			Vendor Subtotal:		13.99
1000-05-1146-52890	AMAZON.COM	Cable/Power Cord	03/09/2023	0	15.61
			Vendor Subtotal:		15.61
1000-05-1146-61330	WINSOR CONSULTING	Consulting	03/09/2023	0	327.00
			Vendor Subtotal:		327.00
1000-05-1146-65240	MUSCATINE POWER & WATER	February Internet - Weed Park	03/13/2023	0	83.18
1000-05-1146-65240	MUSCATINE POWER & WATER	February Internet - Greenwood	03/13/2023	0	83.18
1000-05-1146-65240	MUSCATINE POWER & WATER	Jan-Feb Machlink	03/09/2023	0	1,095.34
			Vendor Subtotal:		1,261.70
1000-05-1146-65260	VERIZON WIRELESS	February Cell Phones	03/09/2023	0	40.01
			Vendor Subtotal:		40.01
1000-10-1221-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	82.63
			Vendor Subtotal:		82.63
1000-10-1221-46600	RELIANCE STANDARD LIFE INS CO	LTLD Mar	03/13/2023	0	115.43

Vendor Subtotal:					115.43
1000-10-1221-51200	TCM BANK NA VISA	ICC - Code Books	03/14/2023	0	637.00
1000-10-1221-51200	TCM BANK NA VISA	ICC - Code Books	03/14/2023	0	65.00
Vendor Subtotal:					702.00
1000-10-1221-51300	TCM BANK NA VISA	Zapco - Door Hanger for 24 Violations	03/14/2023	0	81.62
Vendor Subtotal:					81.62
1000-10-1221-61340	TCM BANK NA VISA	Adobe - Adobe Subscription	03/14/2023	0	21.19
Vendor Subtotal:					21.19
1000-10-1221-62310	XEROX CORPORATION	Feb Copier	03/13/2023	0	27.58
1000-10-1221-62310	XEROX CORPORATION	Feb Copies	03/13/2023	0	31.44
Vendor Subtotal:					59.02
1000-10-1221-62470	HEUER CONSTRUCTION	Remove Motor Home - 1717 Bryan Ave	03/09/2023	0	1,000.00
Vendor Subtotal:					1,000.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 701 Spring St	03/09/2023	0	70.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 210 W 7th St	03/09/2023	0	173.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 615 Orange St	03/09/2023	0	38.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 517 E 9th St	03/09/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 3414 North Port D	03/09/2023	0	158.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 903 E 6th St	03/09/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 519 Main St	03/09/2023	0	143.90
Vendor Subtotal:					783.90
1000-10-1221-64200	TCM BANK NA VISA	IPAA - Conference Registration	03/14/2023	0	175.00
Vendor Subtotal:					175.00

1000-10-1221-65275	VERIZON WIRELESS	February Cell Phones	03/09/2023	0	232.52
		Vendor Subtotal:			232.52
1000-10-1221-65275	TCM BANK NA VISA	Google - Google Voice	03/14/2023	0	60.14
1000-10-1221-65275	TCM BANK NA VISA	Adobe - Refund	03/14/2023	0	-14.39
		Vendor Subtotal:			45.75
1000-10-1221-65275	VERIZON	February GPS Charges	03/09/2023	0	69.80
		Vendor Subtotal:			69.80
1000-10-1221-69200	TCM BANK NA VISA	ICC - Code Books	03/14/2023	0	31.85
		Vendor Subtotal:			31.85
1000-10-1221-69800	POINT & PAY	January CC Fees	03/09/2023	0	54.39
		Vendor Subtotal:			54.39
1000-15-1311-33430	GATSO USA INC.	ATE Fees - February	03/13/2023	0	16,146.00
		Vendor Subtotal:			16,146.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	USPS - ATE Filing Postage	03/14/2023	0	67.44
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	03/14/2023	0	95.00
		Vendor Subtotal:			922.44
1000-15-1311-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	265.28

		Vendor Subtotal:		265.28
1000-15-1311-46600	RELIANCE STANDARD LIFE INS COLTD Mar	03/13/2023	0	228.01
1000-15-1311-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar	03/13/2023	0	11.27
		Vendor Subtotal:		239.28
1000-15-1311-52300	GALLS LLC BA009 - Black Basket Weave ASP Rotati	03/13/2023	0	90.96 00023405
1000-15-1311-52300	GALLS LLC BA036 - ASP 26IN Black Expandable Be	03/13/2023	0	261.55 00023405
1000-15-1311-52300	GALLS LLC SW977 BLK MD- MENS VERTEX ACT	03/13/2023	0	129.52 00023390
1000-15-1311-52300	GALLS LLC SW977 BLK SM- MENS VERTEX ACT	03/13/2023	0	119.52 00023390
		Vendor Subtotal:		601.55
1000-15-1311-52830	INTOXIMETERS INC #12-0210-00 Alco-Sensor III w/1 year W	03/13/2023	0	395.00 00022566
1000-15-1311-52830	INTOXIMETERS INC Freight	03/13/2023	0	37.50
		Vendor Subtotal:		432.50
1000-15-1311-52880	STREICHER'S INC. CCI-9GD3 9mm Duty Ammo: 147gr, Gc	03/13/2023	0	489.99 00023743
		Vendor Subtotal:		489.99
1000-15-1311-52880	SUNSET LAW ENFORCEMENT LLC CEN80295 Horn 223 Rem 53gr GMX Ta	03/13/2023	0	4,987.44 00023742
		Vendor Subtotal:		4,987.44
1000-15-1311-52890	MENARDS (MUSC) Coder	03/13/2023	0	64.99
1000-15-1311-52890	MENARDS (MUSC) Power Strip	03/13/2023	0	9.99
		Vendor Subtotal:		74.98
1000-15-1311-52890	PETTY CASH Packing Tape	03/14/2023	0	12.83
		Vendor Subtotal:		12.83
1000-15-1311-52890	AMAZON.COM Keyboard/Mouse	03/13/2023	0	33.46

			Vendor Subtotal:		33.46
1000-15-1311-61340	WEST PUBLISHING CORPORATION	Clear Web Plus	03/13/2023	0	447.59
			Vendor Subtotal:		447.59
1000-15-1311-61660	STANARD & ASSOCIATES INC	Police Testing	03/09/2023	0	80.00
			Vendor Subtotal:		80.00
1000-15-1311-62370	LUPTON & TOYNE PRINTERS	Business Cards - Jirak/Devrieze/Hesselin	03/13/2023	0	145.00
			Vendor Subtotal:		145.00
1000-15-1311-62370	SIGN PRO	Signage for Crime Free Program	03/13/2023	0	60.00
			Vendor Subtotal:		60.00
1000-15-1311-62370	SYCAMORE PRINTING INC	Jr Police Academy Posters	03/13/2023	0	45.00
			Vendor Subtotal:		45.00
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 2/19/23	03/13/2023	0	629.76
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 2/26/23	03/13/2023	0	787.20
			Vendor Subtotal:		1,416.96
1000-15-1311-62530	STERICYCLE INC	Shredding	03/13/2023	0	36.87
			Vendor Subtotal:		36.87
1000-15-1311-64120	TCM BANK NA VISA	Kiwi.com - Flight Middagh	03/14/2023	0	328.86
1000-15-1311-64120	TCM BANK NA VISA	Kiwi.com - Flight Middagh Fee	03/14/2023	0	9.21
			Vendor Subtotal:		338.07
1000-15-1311-64200	IOWA LAW ENFORCEMENT ACADE	Basic Training - Avis/Staley	03/13/2023	0	13,300.00

Vendor Subtotal:					13,300.00
1000-15-1311-64200	TCM BANK NA VISA	Storm Training Group - Registration Pate	03/14/2023	0	418.95
1000-15-1311-64200	TCM BANK NA VISA	Storm Training Group - Registration Pate	03/14/2023	0	-418.95
Vendor Subtotal:					0.00
1000-15-1311-64400	PETTY CASH	Meal Chief Meeting	03/14/2023	0	9.07
Vendor Subtotal:					9.07
1000-15-1311-65210	CENTURYLINK	February Phones - Police	03/13/2023	0	74.48
Vendor Subtotal:					74.48
1000-15-1311-67130	TCM BANK NA VISA	Remote Start Parts/Install for Chevy Equi	03/14/2023	0	299.95 00023746
Vendor Subtotal:					299.95
1000-15-1311-67320	FSS INC	4MP Outdoor IR Dome Camera w/Mount	03/13/2023	0	849.80 00023406
Vendor Subtotal:					849.80
1000-15-1311-69200	PETTY CASH	Postage	03/14/2023	0	0.95
Vendor Subtotal:					0.95
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	03/14/2023	0	17.35
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	03/14/2023	0	17.35
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	03/14/2023	0	18.05
Vendor Subtotal:					52.75
1000-15-1312-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	3.13
Vendor Subtotal:					3.13

1000-15-1312-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	13.38
		Vendor Subtotal:			13.38
1000-15-1316-64200	TCM BANK NA VISA	NU CPS - Registration Patel	03/14/2023	0	1,100.00
		Vendor Subtotal:			1,100.00
1000-15-1317-64120	IOWA NARCOTICS OFFICERS ASSO	Registration - Arnaman/Roseman/Jacksor	03/14/2023	0	1,200.00
		Vendor Subtotal:			1,200.00
1000-15-1317-65260	VERIZON WIRELESS	February Cell Phones HIDTA	03/13/2023	0	168.51
		Vendor Subtotal:			168.51
1000-20-1321-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	395.08
		Vendor Subtotal:			395.08
1000-20-1321-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	172.69
		Vendor Subtotal:			172.69
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT	Hoods	03/09/2023	0	84.00
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT	Shipping	03/09/2023	0	18.54
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT	Gear Repair	03/09/2023	0	68.57
		Vendor Subtotal:			171.11
1000-20-1321-52300	PANTHER UNIFORMS INC	#N8 Name Plate Silver	03/09/2023	0	19.5000023553
		Vendor Subtotal:			19.50
1000-20-1321-52300	DINGES FIRE COMPANY	Coat Repair - Rudolph	03/09/2023	0	21.20
		Vendor Subtotal:			21.20

1000-20-1321-52300	CONWAY SHIELD	Helmet Shield - Hillard	03/09/2023	0	63.74
		Vendor Subtotal:			63.74
1000-20-1321-52720	TCM BANK NA VISA	BP - Fuel New Engine Trip	03/14/2023	0	60.12
		Vendor Subtotal:			60.12
1000-20-1321-52730	TCM BANK NA VISA	BP - Fuel New Engine Trip	03/14/2023	0	115.89
		Vendor Subtotal:			115.89
1000-20-1321-52750	MENARDS (MUSC)	4 Cycle Premix	03/09/2023	0	91.96
		Vendor Subtotal:			91.96
1000-20-1321-52820	TCM BANK NA VISA	Set Up Fee	03/14/2023	0	80.95 00023589
1000-20-1321-52820	TCM BANK NA VISA	6MM Carabiner - Pub Ed Giveaway	03/14/2023	0	258.00 00023589
		Vendor Subtotal:			338.95
1000-20-1321-52890	MENARDS (MUSC)	Squeegee	03/14/2023	0	74.97
1000-20-1321-52890	MENARDS (MUSC)	Gallon Tote/Hole Strap/Washer	03/09/2023	0	76.54
1000-20-1321-52890	MENARDS (MUSC)	Angle Plug	03/09/2023	0	11.48
1000-20-1321-52890	MENARDS (MUSC)	Starter Rope/Utility Hanger/Floor Flange	03/09/2023	0	46.80
1000-20-1321-52890	MENARDS (MUSC)	Drying Cloth/Nozzle	03/13/2023	0	40.43
		Vendor Subtotal:			250.22
1000-20-1321-52890	AMAZON.COM	Water Filter	03/09/2023	0	66.78
1000-20-1321-52890	AMAZON.COM	Batteries	03/09/2023	0	53.00
1000-20-1321-52890	AMAZON.COM	Griddle Cleaning Kit	03/09/2023	0	87.00
1000-20-1321-52890	AMAZON.COM	Modular Interlocking Cushion 12 pcs 11.1	03/09/2023	0	395.67 00023668
		Vendor Subtotal:			602.45
1000-20-1321-52890	TCM BANK NA VISA	Milwaukee M28 3.0Ah Battery Pack	03/14/2023	0	143.94 00023646
		Vendor Subtotal:			143.94

1000-20-1321-53150	AMAZON.COM	NINOSO Heavy Duty Casters 4" Industri	03/09/2023	0	105.69 00023693
		Vendor Subtotal:			105.69
1000-20-1321-53220	RELIANT FIRE APPARATUS	Cup Holder/Reservoir Cup	03/09/2023	0	106.02
		Vendor Subtotal:			106.02
1000-20-1321-61340	TCM BANK NA VISA	Simple In/Out App Annual Fee	03/14/2023	0	107.99 00023657
		Vendor Subtotal:			107.99
1000-20-1321-61520	GENESIS HEALTH SYSTEM-OCC HI	Pre-Employment D Bartels	03/13/2023	0	1,145.00
		Vendor Subtotal:			1,145.00
1000-20-1321-61520	UNITYPOINT HEALTH	Pre-Employment Physcial E Joslyn	03/13/2023	0	1,050.17
		Vendor Subtotal:			1,050.17
1000-20-1321-61520	WORKERS COMPENSATION RX SOI	Prescription	03/09/2023	0	273.00
		Vendor Subtotal:			273.00
1000-20-1321-61560	TMESYS LLC	Prescriptions - J Barnhart	03/13/2023	0	98.31
1000-20-1321-61560	TMESYS LLC	Prescription - T Eagle	03/09/2023	0	44.52
1000-20-1321-61560	TMESYS LLC	Prescription - M Collins	03/09/2023	0	338.29
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	03/09/2023	0	280.97
		Vendor Subtotal:			762.09
1000-20-1321-61560	WORKERS COMPENSATION RX SOI	Prescription - J Shryock DOS 2/8/23	03/13/2023	0	167.65
		Vendor Subtotal:			167.65
1000-20-1321-61660	FIRE & POLICE SELECTION INC	Fire Testing	03/13/2023	0	1,055.00

			Vendor Subtotal:		1,055.00
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	03/09/2023	0	27.59
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	03/09/2023	0	27.59
			Vendor Subtotal:		55.18
1000-20-1321-62370	SYCAMORE PRINTING INC	Certificate of Exemplary Service - Edwar	03/09/2023	0	5.66
			Vendor Subtotal:		5.66
1000-20-1321-64120	TCM BANK NA VISA	UofI - Parking @ Conference	03/14/2023	0	3.00
			Vendor Subtotal:		3.00
1000-20-1321-64200	TCM BANK NA VISA	FireNuggets - Registration Rymars	03/14/2023	0	175.00
1000-20-1321-64200	TCM BANK NA VISA	FireNuggets - Registration Paustian	03/14/2023	0	175.00
1000-20-1321-64200	TCM BANK NA VISA	Iowa EMS Assoc - Public Safety Boot Ca	03/14/2023	0	250.00
			Vendor Subtotal:		600.00
1000-20-1321-64200	QUAD CITIES CHAMBER OF COMM	Registration Fees - Hiring Fair Booth	03/09/2023	0	10.00
			Vendor Subtotal:		10.00
1000-20-1321-64400	TCM BANK NA VISA	Jimmy Johns - Meal Pick Up New Engine	03/14/2023	0	40.03
1000-20-1321-64400	TCM BANK NA VISA	Casey's - New Engine Travel Meal	03/14/2023	0	3.61
1000-20-1321-64400	TCM BANK NA VISA	National Emergency Train - Meal Ticket	03/14/2023	0	-51.33
			Vendor Subtotal:		-7.69
1000-20-1321-65240	CENTURYLINK	March Phones - Fire	03/14/2023	0	134.76
			Vendor Subtotal:		134.76
1000-20-1321-69400	IOWA HAZ MAT TASK FORCE	Dues - Muscatine Fire Dept	03/14/2023	0	100.00

			Vendor Subtotal:		100.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	HMA - Janssen	03/09/2023	0	50.00
			Vendor Subtotal:		50.00
1000-20-1321-69400	IOWA FIRE CHIEF'S ASSOC	Membership - Ewers/Hartman	03/14/2023	0	50.00
			Vendor Subtotal:		50.00
1000-25-1115-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	3.38
			Vendor Subtotal:		3.38
1000-25-1115-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	5.85
			Vendor Subtotal:		5.85
1000-25-1411-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	3.13
			Vendor Subtotal:		3.13
1000-25-1411-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	15.90
			Vendor Subtotal:		15.90
1000-25-1411-52830	MENARDS (MUSC)	Wrench	03/13/2023	0	4.99
			Vendor Subtotal:		4.99
1000-25-1411-53220	FASTENAL COMPANY	Hardware	03/13/2023	0	31.22
			Vendor Subtotal:		31.22
1000-25-1411-53220	REXCO EQUIPMENT INC	Coupler	03/13/2023	0	70.90
			Vendor Subtotal:		70.90

1000-25-1411-61660	IOWA MEMORIAL GRANITE COMPANY	January/February Admin Fee	03/13/2023	0	1,220.00
		Vendor Subtotal:			1,220.00
1000-25-1411-65210	MUSCATINE POWER & WATER	February Phones - Greenwood	03/13/2023	0	30.69
1000-25-1411-65210	MUSCATINE POWER & WATER	February Phones - Greenwood	03/13/2023	0	35.45
		Vendor Subtotal:			66.14
1000-25-1421-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	26.51
		Vendor Subtotal:			26.51
1000-25-1421-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	32.57
		Vendor Subtotal:			32.57
1000-25-1423-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	31.72
		Vendor Subtotal:			31.72
1000-25-1423-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	16.66
1000-25-1423-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	86.69
		Vendor Subtotal:			103.35
1000-25-1423-52100	TCM BANK NA VISA	Farm & Fleet - T-Post Puller	03/14/2023	0	49.99
		Vendor Subtotal:			49.99
1000-25-1423-52300	JEFFRY LIMBURG	Reimb Uniforms - J Limburg	03/13/2023	0	25.00
1000-25-1423-52300	JEFFRY LIMBURG	Reimb Uniforms - J Limburg	03/13/2023	0	14.41
		Vendor Subtotal:			39.41
1000-25-1423-52740	ARNOLD MOTOR SUPPLY	Oil	03/13/2023	0	26.53

Vendor Subtotal:					26.53
1000-25-1423-52750	MENARDS (MUSC)	Propane	03/13/2023	0	5.36
Vendor Subtotal:					5.36
1000-25-1423-52840	MENARDS (MUSC)	Glove/Safety Glasses	03/13/2023	0	60.54
Vendor Subtotal:					60.54
1000-25-1423-53110	FASTENAL COMPANY	Hardware	03/13/2023	0	9.33
1000-25-1423-53110	FASTENAL COMPANY	Hardware	03/13/2023	0	37.39
Vendor Subtotal:					46.72
1000-25-1423-53110	MENARDS (MUSC)	Peg Hooks	03/13/2023	0	24.45
1000-25-1423-53110	MENARDS (MUSC)	Shop Light/Tape	03/14/2023	0	29.96
Vendor Subtotal:					54.41
1000-25-1423-53120	MENARDS (MUSC)	Wire Stripper/Ext Cord	03/13/2023	0	61.01
1000-25-1423-53120	MENARDS (MUSC)	Dust Pan/Cover/Outlet	03/14/2023	0	12.44
Vendor Subtotal:					73.45
1000-25-1423-53130	MENARDS (MUSC)	Hose Barb	03/13/2023	0	4.29
Vendor Subtotal:					4.29
1000-25-1423-53220	ARNOLD MOTOR SUPPLY	Starter for Hustler Mower	03/13/2023	0	200.00 00022955
Vendor Subtotal:					200.00
1000-25-1423-53220	MUSCATINE LAWN & POWER	Electric Relay for Ferris Mower	03/13/2023	0	109.94 00022782
Vendor Subtotal:					109.94

1000-25-1423-53220	NAPA OF MUSCATINE	Battery for Toro 4100D	03/13/2023	0	150.10 00023588
		Vendor Subtotal:			150.10
1000-25-1423-53220	AMAZON.COM	Return	03/13/2023	0	-72.91
		Vendor Subtotal:			-72.91
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	03/13/2023	0	9.00
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	03/13/2023	0	9.00
		Vendor Subtotal:			18.00
1000-25-1423-62210	PS3 Enterprises Inc.	Temp Sanitation	03/13/2023	0	67.00
		Vendor Subtotal:			67.00
1000-25-1423-64120	TCM BANK NA VISA	Hilton Garden Inn - Lodging Conference	03/14/2023	0	219.52
		Vendor Subtotal:			219.52
1000-25-1423-64200	IOWA PARK & RECREATION ASSO	Registration - N Gow	03/13/2023	0	165.00
		Vendor Subtotal:			165.00
1000-25-1423-64200	MUSCATINE COUNTY EXTENSION	Registration - Palmer/Baker/Strong/Gow	03/13/2023	0	180.00
		Vendor Subtotal:			180.00
1000-25-1423-64200	TCM BANK NA VISA	ISU Event - Refund	03/14/2023	0	-35.00
		Vendor Subtotal:			-35.00
1000-25-1423-65275	VERIZON WIRELESS	February Cell Phones	03/13/2023	0	40.01
		Vendor Subtotal:			40.01
1000-25-1423-65310	ALLIANT ENERGY	February Gas - Harbor	03/13/2023	0	416.58

1000-25-1423-65310	ALLIANT ENERGY	February Gas - Harbor	03/13/2023	0	71.75
		Vendor Subtotal:			488.33
1000-25-1423-67150	TCM BANK NA VISA	Shipping	03/14/2023	0	20.00 00023552
1000-25-1423-67150	TCM BANK NA VISA	Mirror for Truck 909	03/14/2023	0	146.24 00023552
1000-25-1423-67150	TCM BANK NA VISA	Shipping	03/14/2023	0	7.76
		Vendor Subtotal:			174.00
1000-25-1423-73700	GRAINGER DEPT 802675066	Vibration Isolator	03/13/2023	0	53.52
		Vendor Subtotal:			53.52
1000-25-1423-73700	MENARDS (MUSC)	Utility Knife/Screwdriver Set	03/13/2023	0	79.15
1000-25-1423-73700	MENARDS (MUSC)	Blank Cover/Nipple/Connector	03/13/2023	0	51.88
1000-25-1423-73700	MENARDS (MUSC)	Screw Driver/Adapter Insert/PVC	03/13/2023	0	14.50
1000-25-1423-73700	MENARDS (MUSC)	Wrench/Socket	03/13/2023	0	83.15
		Vendor Subtotal:			228.68
1000-25-1424-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	10.32
		Vendor Subtotal:			10.32
1000-25-1424-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	9.60
1000-25-1424-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	9.60
		Vendor Subtotal:			19.20
1000-25-1424-52810	DH ATHLETICS LLC	Packages of Missile Markers	03/13/2023	0	128.00 00023456
		Vendor Subtotal:			128.00
1000-25-1424-52890	MENARDS (MUSC)	Hex Bolt	03/13/2023	0	4.29
		Vendor Subtotal:			4.29
1000-25-1424-53140	SHERWIN WILLIAMS	Parts for Sprayer: Needle Kit - 235474; P	03/13/2023	0	332.68 00023441

1000-25-1424-53140	SHERWIN WILLIAMS	Paint	03/13/2023	0	19.99
1000-25-1424-53140	SHERWIN WILLIAMS	Paint	03/13/2023	0	64.75
Vendor Subtotal:					417.42
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Spark Plug	03/13/2023	0	5.60
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Filter	03/13/2023	0	19.08
Vendor Subtotal:					24.68
1000-25-1424-53210	SINCLAIR	Hydraulic Filter/Seals/Cap Filters	03/13/2023	0	262.20 00023471
Vendor Subtotal:					262.20
1000-25-1424-53220	MENARDS (MUSC)	Crate/Tool Box	03/13/2023	0	65.20
Vendor Subtotal:					65.20
1000-25-1424-53220	SINCLAIR	Spring	03/13/2023	0	11.97
1000-25-1424-53220	SINCLAIR	Handle	03/13/2023	0	2.54
Vendor Subtotal:					14.51
1000-25-1424-53220	TCM BANK NA VISA	Master Tool Repair - Materials	03/14/2023	0	77.06
Vendor Subtotal:					77.06
1000-25-1424-64120	TCM BANK NA VISA	Holiday Inn - Lodging Conference	03/14/2023	0	125.44
Vendor Subtotal:					125.44
1000-25-1424-67200	GETZ FIRE EQUIPMENT CO	First Aid Supplies	03/13/2023	0	82.10
Vendor Subtotal:					82.10
1000-25-1426-67140	A-1 QUALITY TIRE & CAR CARE	Repairs	03/13/2023	0	38.00
Vendor Subtotal:					38.00

1000-25-1427-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	10.35
		Vendor Subtotal:			10.35
1000-25-1427-46600	RELIANCE STANDARD LIFE INS COLTD	Mar	03/13/2023	0	9.60
1000-25-1427-46600	RELIANCE STANDARD LIFE INS COBW LTD	Mar	03/13/2023	0	9.76
		Vendor Subtotal:			19.36
1000-25-1427-52860	AMAZON.COM	Placard Kit	03/13/2023	0	47.00
		Vendor Subtotal:			47.00
1000-25-1427-53140	TCM BANK NA VISA	eBay - Paint Supplies	03/14/2023	0	79.70
		Vendor Subtotal:			79.70
1000-25-1427-53210	ARNOLD MOTOR SUPPLY	Kit	03/13/2023	0	34.99
		Vendor Subtotal:			34.99
1000-25-1427-53210	PHILLIPS BROS RENTALS INC	Plug/Fitting	03/13/2023	0	94.26
		Vendor Subtotal:			94.26
1000-25-1427-53210	TCM BANK NA VISA	eBay - Materials	03/14/2023	0	24.20
1000-25-1427-53210	TCM BANK NA VISA	eBay - Materials	03/14/2023	0	11.86
		Vendor Subtotal:			36.06
1000-25-1427-53220	FASTENAL COMPANY	Hardware	03/13/2023	0	43.50
1000-25-1427-53220	FASTENAL COMPANY	Hardware	03/13/2023	0	6.40
1000-25-1427-53220	FASTENAL COMPANY	Hardware	03/13/2023	0	41.75
		Vendor Subtotal:			91.65
1000-25-1427-53220	MENARDS (MUSC)	Bungee/Drain Cock/Clevis Pin	03/13/2023	0	34.33

Vendor Subtotal:					34.33
1000-25-1427-53220	MTI DISTRIBUTING INC	Shaft	03/13/2023	0	83.50
Vendor Subtotal:					83.50
1000-25-1427-53220	R & R PRODUCTS INC	R107-7816 - Skid Bracket	03/13/2023	0	41.20 00023562
1000-25-1427-53220	R & R PRODUCTS INC	R112-5266 - Roller Shaft	03/13/2023	0	94.80 00023562
1000-25-1427-53220	R & R PRODUCTS INC	R114-5430 - Bearing Set	03/13/2023	0	164.80 00023562
Vendor Subtotal:					300.80
1000-25-1427-53220	SINCLAIR	Return	03/13/2023	0	-24.90
1000-25-1427-53220	SINCLAIR	Packing	03/13/2023	0	1.62
1000-25-1427-53220	SINCLAIR	Spring/Clip	03/13/2023	0	1.80
1000-25-1427-53220	SINCLAIR	Spring	03/13/2023	0	2.06
1000-25-1427-53220	SINCLAIR	Sealant	03/13/2023	0	8.09
1000-25-1427-53220	SINCLAIR	Packing	03/13/2023	0	2.56
1000-25-1427-53220	SINCLAIR	LVU 25945	03/13/2023	0	115.04 00022970
1000-25-1427-53220	SINCLAIR	LVU 19403	03/13/2023	0	35.38 00022970
1000-25-1427-53220	SINCLAIR	SU26570	03/13/2023	0	148.38 00022970
Vendor Subtotal:					290.03
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	03/13/2023	0	21.93
Vendor Subtotal:					21.93
1000-25-1427-64120	TCM BANK NA VISA	Holiday Inn - Lodging Conference	03/14/2023	0	250.88
Vendor Subtotal:					250.88
1000-25-1427-64400	TCM BANK NA VISA	Culvers - Meal @ Conference	03/14/2023	0	10.05
Vendor Subtotal:					10.05
1000-25-1427-67200	GETZ FIRE EQUIPMENT CO	First Aid Supplies	03/13/2023	0	64.20

		Vendor Subtotal:			64.20
1000-25-1428-38620	LAURA WEIKERT	Refund	03/13/2023	0	325.00
		Vendor Subtotal:			325.00
1000-25-1428-38620	MONIKA VERDINEZ	Refund	03/13/2023	0	325.00
		Vendor Subtotal:			325.00
1000-25-1431-36120	EMILY CAHILL	Refund	03/13/2023	0	8.00
		Vendor Subtotal:			8.00
1000-25-1431-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	12.25
		Vendor Subtotal:			12.25
1000-25-1431-46600	RELIANCE STANDARD LIFE INS CO	LTLD Mar	03/13/2023	0	14.12
		Vendor Subtotal:			14.12
1000-25-1431-52810	TCM BANK NA VISA	Wal-Mart - Supplies	03/14/2023	0	49.54
1000-25-1431-52810	TCM BANK NA VISA	OTC Brands - Snow Pile Treasure Hunt F	03/14/2023	0	97.79
		Vendor Subtotal:			147.33
1000-25-1431-65100	TCM BANK NA VISA	Facebook - Advertising	03/14/2023	0	14.00
		Vendor Subtotal:			14.00
1000-25-1431-69200	PETTY CASH	Postage Due	03/14/2023	0	0.87
		Vendor Subtotal:			0.87
1000-30-1511-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	72.27

			Vendor Subtotal:		72.27
1000-30-1511-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	104.58
			Vendor Subtotal:		104.58
1000-30-1511-51300	AMAZON.COM	CF413A HP #410A Magenta Toner Cartr	03/09/2023	0	252.50 00023725
			Vendor Subtotal:		252.50
1000-30-1511-52890	AMAZON.COM	AV Multitport Adapter	03/14/2023	0	69.00
			Vendor Subtotal:		69.00
1000-30-1511-52890	TCM BANK NA VISA	Historical Society of Missouri - ILL Micr	03/14/2023	0	15.00
			Vendor Subtotal:		15.00
1000-30-1511-61340	TCM BANK NA VISA	Big Imprint - Monthly Fee	03/14/2023	0	116.00
1000-30-1511-61340	TCM BANK NA VISA	Zoom - Monthly Fee	03/14/2023	0	54.99
1000-30-1511-61340	TCM BANK NA VISA	Mailchimp - Monthly Fee	03/14/2023	0	100.00
			Vendor Subtotal:		270.99
1000-30-1511-61660	PER MAR SECURITY SERVICES	Troublshot Keycard Codes	03/09/2023	0	143.75
			Vendor Subtotal:		143.75
1000-30-1511-61660	UNIQUE MANAGEMENT SERVICES	Collection Agency Fee	03/13/2023	0	302.90
			Vendor Subtotal:		302.90
1000-30-1511-62370	SYCAMORE PRINTING INC	Library Bus Card	03/09/2023	0	28.00
			Vendor Subtotal:		28.00
1000-30-1511-62460	AMAZON.COM	Adult Book Club - Radium Girls	03/13/2023	0	161.63

		Vendor Subtotal:			161.63
1000-30-1511-62460	DAVID CASAS	Magic Workshops March/April	03/09/2023	0	550.00
		Vendor Subtotal:			550.00
1000-30-1511-62460	TCM BANK NA VISA	Straw Rocket Launcher	03/14/2023	0	214.50
1000-30-1511-62460	TCM BANK NA VISA	Hy-Vee - Adult Book Club Cookies	03/14/2023	0	14.99
1000-30-1511-62460	TCM BANK NA VISA	HyVee - Understanding IEP Program	03/14/2023	0	13.67
		Vendor Subtotal:			243.16
1000-30-1511-65240	VERIZON WIRELESS	February Cell Phones	03/09/2023	0	40.01
		Vendor Subtotal:			40.01
1000-30-1511-74500	LIBRARY SYSTEMS & SERVICES L	Library Books/Materials	03/14/2023	0	9,951.60
		Vendor Subtotal:			9,951.60
1000-30-1511-74500	TCM BANK NA VISA	Wall Street Journal - Monthly Fee	03/14/2023	0	29.99
		Vendor Subtotal:			29.99
1000-35-1521-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	39.51
		Vendor Subtotal:			39.51
1000-35-1521-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	56.81
		Vendor Subtotal:			56.81
1000-35-1521-51100	SYCAMORE PRINTING INC	Blank Stock	03/13/2023	0	95.00
		Vendor Subtotal:			95.00
1000-35-1521-51100	AMAZON.COM	Book Stand	03/13/2023	0	68.97

		Vendor Subtotal:			68.97
1000-35-1521-52820	JULIE LEAR	Reimb for Class Supplies	03/13/2023	0	13.38
		Vendor Subtotal:			13.38
1000-35-1521-52890	MENARDS (MUSC)	Mouse Glue Trap/Mouse Bait	03/13/2023	0	32.11
1000-35-1521-52890	MENARDS (MUSC)	Carpet Protectant/Raid Ants Baits	03/13/2023	0	44.95
		Vendor Subtotal:			77.06
1000-35-1521-61550	QUEST DIAGNOSTICS	Pre-Employment Drug - K Mortensen	03/13/2023	0	33.57
1000-35-1521-61550	QUEST DIAGNOSTICS	Pre-Employment Drug - E Stoffer	03/13/2023	0	35.25
		Vendor Subtotal:			68.82
1000-35-1521-61640	JULIE LEAR	Teaching Fee Class ID 7079	03/13/2023	0	50.00
		Vendor Subtotal:			50.00
1000-35-1521-61640	HEATHER MICHELE SEIBEL	Teaching Fee Class ID 7082	03/13/2023	0	150.00
		Vendor Subtotal:			150.00
1000-35-1521-62370	GORDON FLESCH COMPANY	Copier Services	03/13/2023	0	71.00
		Vendor Subtotal:			71.00
1000-35-1521-64500	MELANIE ALEXANDER	Reimb Mileage 2/21/23	03/13/2023	0	33.29
		Vendor Subtotal:			33.29
1000-35-1521-64500	VIRGINIA COOPER	Reimb Mileage February 2023	03/13/2023	0	103.25
		Vendor Subtotal:			103.25
1000-35-1521-64500	STEVEN HAMMANN	Reimb Mileage February 2023	03/13/2023	0	12.39

			Vendor Subtotal:		12.39
1000-35-1521-65210	CENTURYLINK	March Phones - Art	03/14/2023	0	62.05
			Vendor Subtotal:		62.05
1000-35-1521-65210	MUSCATINE POWER & WATER	February Phones - Art Center	03/14/2023	0	166.94
			Vendor Subtotal:		166.94
1000-35-1521-65240	MUSCATINE POWER & WATER	February Internet - Art Center	03/14/2023	0	82.97
			Vendor Subtotal:		82.97
1000-35-1521-69200	TCM BANK NA VISA	USPS - Shipping	03/14/2023	0	111.60
			Vendor Subtotal:		111.60
1000-35-1521-69400	TCM BANK NA VISA	Early American Pattern Glass - Membersl	03/14/2023	0	35.00
			Vendor Subtotal:		35.00
1000-35-1522-52820	KATY LOOS	Reimb Supplies	03/13/2023	0	32.98
			Vendor Subtotal:		32.98
1000-35-1522-52890	AMAZON.COM	Mohawk Home 10' x 14' Non Slip Rug Pz	03/14/2023	0	152.17 00023791
			Vendor Subtotal:		152.17
1000-35-1522-61340	SOFTERWARE	Donor Perfect Life Subscription	03/13/2023	0	1,006.61
			Vendor Subtotal:		1,006.61
1000-40-1151-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	22.21
			Vendor Subtotal:		22.21

1000-40-1151-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	37.32
1000-40-1151-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	16.47
		Vendor Subtotal:			53.79
1000-40-1151-52300	JARED HENKEL	Reimb Shoes - Henkel	03/13/2023	0	69.54
		Vendor Subtotal:			69.54
1000-40-1151-52400	MENARDS (MUSC)	Disinfectant Wipes	03/14/2023	0	97.00
1000-40-1151-52400	MENARDS (MUSC)	Jet Dry/Dish Soap	03/14/2023	0	11.76
1000-40-1151-52400	MENARDS (MUSC)	Pine Cleaner	03/14/2023	0	47.76
1000-40-1151-52400	MENARDS (MUSC)	Bleach	03/09/2023	0	61.32
		Vendor Subtotal:			217.84
1000-40-1151-52400	AMAZON.COM	Vacuum Filter	03/09/2023	0	51.27
		Vendor Subtotal:			51.27
1000-40-1151-52830	MENARDS (MUSC)	Screwdriver	03/14/2023	0	3.97
1000-40-1151-52830	MENARDS (MUSC)	Bits	03/14/2023	0	33.96
1000-40-1151-52830	MENARDS (MUSC)	Impact Bit Set	03/09/2023	0	9.99
		Vendor Subtotal:			47.92
1000-40-1151-52890	ARNOLD MOTOR SUPPLY	Fittings	03/14/2023	0	18.23
1000-40-1151-52890	ARNOLD MOTOR SUPPLY	Connector/Adapter	03/09/2023	0	11.97
		Vendor Subtotal:			30.20
1000-40-1151-52890	MENARDS (MUSC)	Wall Anchors	03/14/2023	0	13.87
1000-40-1151-52890	MENARDS (MUSC)	Mold Cleaner	03/09/2023	0	15.71
1000-40-1151-52890	MENARDS (MUSC)	Screws/Bits	03/09/2023	0	70.03
1000-40-1151-52890	MENARDS (MUSC)	Batteries/Tape/Cable Ties	03/09/2023	0	31.96
		Vendor Subtotal:			131.57
1000-40-1151-53120	MENARDS (MUSC)	Cover/Gang Box	03/14/2023	0	12.71

		Vendor Subtotal:			12.71
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Light	03/09/2023	0	61.54
		Vendor Subtotal:			61.54
1000-40-1151-53120	TCM BANK NA VISA	Enerco Group - Fan Motor	03/14/2023	0	84.89
		Vendor Subtotal:			84.89
1000-40-1151-53150	SMITH FILTER CORPORATION	SEP14202N - 14x20x2 SEP Pleated Filte	03/09/2023	0	111.24 00023094
1000-40-1151-53150	SMITH FILTER CORPORATION	PL 113.513.51.75A - 13 1/2 x 13 1/2 x 1	03/09/2023	0	118.92 00023094
1000-40-1151-53150	SMITH FILTER CORPORATION	PL 113.513.5.75A - 13 1/2 x 13 1/2 x 3/4	03/09/2023	0	105.54 00023094
1000-40-1151-53150	SMITH FILTER CORPORATION	PL 11417.51.75A - 14 x 17 1/2 x 1 3/4 SI	03/09/2023	0	123.36 00023094
1000-40-1151-53150	SMITH FILTER CORPORATION	SEP 25251N - 25x25x1 SEP Pleated Filte	03/09/2023	0	27.08 00023094
1000-40-1151-53150	SMITH FILTER CORPORATION	PL 11417.51.75A - 14 x 17 1/2 x 1 3/4 SI	03/09/2023	0	0.02
1000-40-1151-53150	SMITH FILTER CORPORATION	PL 113.513.51.75A - 13 1/2 x 13 1/2 x 1	03/09/2023	0	0.02
1000-40-1151-53150	SMITH FILTER CORPORATION	Freight	03/09/2023	0	69.95
		Vendor Subtotal:			556.13
1000-40-1151-61550	QUEST DIAGNOSTICS	Pre-Employment Drug - J Henkel	03/13/2023	0	35.25
		Vendor Subtotal:			35.25
1000-40-1151-62450	MIDWEST ALARM SERVICES	Inspections	03/14/2023	0	375.00
		Vendor Subtotal:			375.00
1000-40-1151-65310	ALLIANT ENERGY	February Gas - Library	03/13/2023	0	843.06
1000-40-1151-65310	ALLIANT ENERGY	February Gas - S Fire	03/09/2023	0	1,059.34
		Vendor Subtotal:			1,902.40
1000-40-1151-67330	TMI INC	Heat Spot Repair	03/09/2023	0	586.50
		Vendor Subtotal:			586.50

1000-40-1151-67330	SCHUMACHER ELEVATOR COMPAN	Quarterly Maintenance	03/13/2023	0	2,613.57
		Vendor Subtotal:			2,613.57
1000-40-1151-67330	TCM BANK NA VISA	Tax Credit - Costway	03/14/2023	0	-62.23
		Vendor Subtotal:			-62.23
1000-40-1611-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	22.82
		Vendor Subtotal:			22.82
1000-40-1611-46600	RELIANCE STANDARD LIFE INS CO	LTLD Mar	03/13/2023	0	39.19
		Vendor Subtotal:			39.19
1000-40-1611-51100	AMAZON.COM	Phone Cases/Chargers	03/09/2023	0	72.56
		Vendor Subtotal:			72.56
1000-40-1611-52300	TCM BANK NA VISA	Farm & Fleet - Boots	03/14/2023	0	155.14
		Vendor Subtotal:			155.14
1000-40-1611-64120	TCM BANK NA VISA	Hampton Inn - Lodging Whitlow	03/14/2023	0	497.28
		Vendor Subtotal:			497.28
1000-40-1611-64200	TCM BANK NA VISA	Ia State Univ - Class Sidewalk/Curb Ram	03/14/2023	0	25.00
1000-40-1611-64200	TCM BANK NA VISA	Ia State Univ - Class Sidewalk/Curb Ram	03/14/2023	0	25.00
		Vendor Subtotal:			50.00
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	9.62
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	15.00
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	15.00
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	9.62
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	12.62
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	9.93

1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	9.62
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	14.63
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	11.53
1000-40-1611-64400	PETTY CASH	Lunch for Class	03/14/2023	0	12.86
Vendor Subtotal:					120.43
1000-40-1611-64400	TCM BANK NA VISA	Perkins - Meal Whitlow	03/14/2023	0	17.42
1000-40-1611-64400	TCM BANK NA VISA	Pizza Ranch - Utility Meeting Hopkins	03/14/2023	0	16.06
1000-40-1611-64400	TCM BANK NA VISA	Tsing Tsao - Meal Whitlow	03/14/2023	0	17.33
1000-40-1611-64400	TCM BANK NA VISA	TA Brooklyn - Meal Whitlow	03/14/2023	0	9.11
Vendor Subtotal:					59.92
1000-40-1611-65260	US CELLULAR	December Cell Phones	03/09/2023	0	44.72
1000-40-1611-65260	US CELLULAR	December Cell Phones	03/09/2023	0	49.54
Vendor Subtotal:					94.26
1000-40-1611-65275	VERIZON WIRELESS	February I-Pads	03/13/2023	0	120.00
Vendor Subtotal:					120.00
1000-40-1621-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	43.60
Vendor Subtotal:					43.60
1000-40-1621-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	134.41
1000-40-1621-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	18.95
Vendor Subtotal:					153.36
1000-40-1621-51100	PETTY CASH	File Folders	03/14/2023	0	11.47
Vendor Subtotal:					11.47
1000-40-1621-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - D Fry	03/09/2023	0	192.70
Vendor Subtotal:					192.70

1000-40-1621-52720	SMITH SALES & SERVICE	Fuel	03/13/2023	0	83.00
		Vendor Subtotal:			83.00
1000-40-1621-52720	TCM BANK NA VISA	Kum & Go - Fuel	03/14/2023	0	38.55
		Vendor Subtotal:			38.55
1000-40-1621-52860	MENARDS (MUSC)	Marking Wand	03/13/2023	0	35.98
		Vendor Subtotal:			35.98
1000-40-1621-52890	MENARDS (MUSC)	Coupling	03/09/2023	0	9.18
1000-40-1621-52890	MENARDS (MUSC)	Return	03/09/2023	0	-4.00
		Vendor Subtotal:			5.18
1000-40-1621-53120	MENARDS (MUSC)	Connectors	03/14/2023	0	4.99
		Vendor Subtotal:			4.99
1000-40-1621-53310	RIVER STONE GROUP	UPM Cold Mix Asphalt	03/13/2023	0	739.20 00023667
		Vendor Subtotal:			739.20
1000-40-1621-62260	PS3 Enterprises Inc.	Temp Sanitation	03/09/2023	0	65.00
		Vendor Subtotal:			65.00
1000-40-1621-64400	PETTY CASH	Breakfast Picking Up Truck	03/14/2023	0	6.88
1000-40-1621-64400	PETTY CASH	Breakfast Picking Up Truck	03/14/2023	0	13.13
1000-40-1621-64400	PETTY CASH	Breakfast Picking Up Truck	03/14/2023	0	4.79
		Vendor Subtotal:			24.80
1000-40-1621-64400	TCM BANK NA VISA	Pizza Ranch - Utility Meeting Wedekind	03/14/2023	0	16.07

Vendor Subtotal:					16.07
1000-40-1621-65260	US CELLULAR	December Cell Phones	03/09/2023	0	49.54
1000-40-1621-65260	US CELLULAR	December Cell Phones	03/09/2023	0	83.73
1000-40-1621-65260	US CELLULAR	December Cell Phones	03/09/2023	0	49.54
Vendor Subtotal:					182.81
1000-40-1621-65275	VERIZON WIRELESS	February I-Pads	03/13/2023	0	120.00
Vendor Subtotal:					120.00
1000-40-1621-65275	VERIZON	February GPS Charges	03/09/2023	0	34.90
1000-40-1621-65275	VERIZON	February GPS Charges	03/09/2023	0	209.40
Vendor Subtotal:					244.30
1000-40-1621-65310	ALLIANT ENERGY	February Gas - PW	03/09/2023	0	1,264.95
1000-40-1621-65310	ALLIANT ENERGY	February Gas - PW	03/09/2023	0	481.57
1000-40-1621-65310	ALLIANT ENERGY	February Gas - Lower Lot	03/09/2023	0	595.25
1000-40-1621-65310	ALLIANT ENERGY	February Gas - PW	03/09/2023	0	1,190.89
1000-40-1621-65310	ALLIANT ENERGY	February Gas - Morgan Bldg	03/09/2023	0	1,379.49
Vendor Subtotal:					4,912.15
1000-40-1621-67400	ARNOLD MOTOR SUPPLY	Stargon Tank for Roadway Maint	03/13/2023	0	190.95 00023751
Vendor Subtotal:					190.95
1000-40-1621-67400	JOHN HERRMAN	Material to Make Chicanes for Bike Path	03/09/2023	0	5,744.00 00023632
1000-40-1621-67400	JOHN HERRMAN	Material to Make Chicanes for Bike Path	03/09/2023	0	0.91
Vendor Subtotal:					5,744.91
1000-40-1622-52720	TCM BANK NA VISA	Kum & Go - Fuel for Spreaders	03/14/2023	0	28.50
Vendor Subtotal:					28.50

1000-40-1622-52890	PETTY CASH	Coupler	03/14/2023	0	12.99
			Vendor Subtotal:		12.99
1000-40-1623-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	5.94
			Vendor Subtotal:		5.94
1000-40-1623-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	29.32
			Vendor Subtotal:		29.32
1000-40-1624-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	3.13
			Vendor Subtotal:		3.13
1000-40-1624-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	16.38
			Vendor Subtotal:		16.38
1000-40-1624-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - T Wedekind	03/09/2023	0	154.77
			Vendor Subtotal:		154.77
1000-40-1624-52860	IOWA PRISON INDUSTRIES	Rivets - Jumbo Alum	03/13/2023	0	120.00 00023642
1000-40-1624-52860	IOWA PRISON INDUSTRIES	90 Degree Corner Bolts	03/13/2023	0	160.00 00023642
1000-40-1624-52860	IOWA PRISON INDUSTRIES	Freight	03/13/2023	0	28.00
			Vendor Subtotal:		308.00
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	February Power - Hwy 61 & University	03/13/2023	0	128.62
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	February Power - Hwy 61 & Mulberry	03/13/2023	0	142.29
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	February Power - 38 & Bidwell	03/13/2023	0	49.95
			Vendor Subtotal:		320.86
1000-40-1624-73900	MD SOLUTIONS	4.5 Telspar - U S Gauge 14 - Galvanized	03/13/2023	0	2,080.00 00022948
1000-40-1624-73900	MD SOLUTIONS	4.6 Telspar - U S Gauge 14 - Galvanized	03/13/2023	0	2,496.00 00022948
1000-40-1624-73900	MD SOLUTIONS	4.2 Telspar - U S Gauge 12 (.105) - Galv	03/13/2023	0	2,453.00 00022948

			Vendor Subtotal:		7,029.00	
1000-40-1641-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	26.76	
			Vendor Subtotal:		26.76	
1000-40-1641-46600	RELIANCE STANDARD LIFE INS CO	LTLD Mar	03/13/2023	0	32.32	
			Vendor Subtotal:		32.32	
1000-40-1641-62370	GORDON FLESCH COMPANY	Copier Services	03/13/2023	0	213.21	
			Vendor Subtotal:		213.21	
1000-40-1641-64400	TCM BANK NA VISA	Pizza Ranch - Utility Meeting	Stineman	03/14/2023	0	16.07
			Vendor Subtotal:		16.07	
			Subtotal for FUND: 1000		154,563.45	
3981-30-3981-51300	AMAZON.COM	Photo Paper	03/14/2023	0	87.47	
			Vendor Subtotal:		87.47	
3981-30-3983-61340	TCM BANK NA VISA	Adobe - Annual Fee	03/14/2023	0	599.88	
3981-30-3983-61340	TCM BANK NA VISA	Apple - I Cloud Monthly Fee	03/14/2023	0	2.99	
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Channel 5 Monthly Fee	03/14/2023	0	219.00	
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Channel 5 Monthly Fee	03/14/2023	0	1.46	
			Vendor Subtotal:		823.33	
			Subtotal for FUND: 3981		910.80	
4164-40-4164-61420	BOLTON & MENK INC	Fulliam Design - Devin	03/09/2023	0	4,040.50	
			Vendor Subtotal:		4,040.50	

4164-40-4164-65100	QUAD CITY TIMES & MUSC JOURN Public Notice - Fulliam Ave	03/14/2023	0	39.91
	Vendor Subtotal:			39.91
	Subtotal for FUND: 4164			4,080.41
4195-40-4197-61420	BOLTON & MENK INC Grandview Ave Reconstruction	03/13/2023	0	19,520.34
	Vendor Subtotal:			19,520.34
	Subtotal for FUND: 4195			19,520.34
4204-50-4204-61420	STANLEY CONSULTANTS INC Nutrient Reduction Update Report	03/09/2023	0	3,129.50
	Vendor Subtotal:			3,129.50
	Subtotal for FUND: 4204			3,129.50
4276-40-4276-61420	BOLTON & MENK INC West Hill Design	03/09/2023	0	1,664.00
	Vendor Subtotal:			1,664.00
4276-40-4276-61430	STEVE DALBEY Inspection Services 2/20/23 - 3/5/23	03/13/2023	0	3,636.48
	Vendor Subtotal:			3,636.48
4276-40-4276-64400	TCM BANK NA VISA Pizza Ranch - Utility Meeting Dalbey	03/14/2023	0	16.06
	Vendor Subtotal:			16.06
4276-40-4276-65100	QUAD CITY TIMES & MUSC JOURN Public Notice - West Hill Sewer Sep	03/14/2023	0	39.91
	Vendor Subtotal:			39.91
4276-40-4276-65310	ALLIANT ENERGY February Gas - 891 W 8th St	03/09/2023	0	206.12
	Vendor Subtotal:			206.12

4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill 5B Pay App #25	03/13/2023	0	59,251.75
		Vendor Subtotal:			59,251.75
		Subtotal for FUND: 4276			64,814.32
4279-40-4279-61420	WATERSMITH ENGINEERING	Final Design	03/09/2023	0	8,377.00
		Vendor Subtotal:			8,377.00
		Subtotal for FUND: 4279			8,377.00
4480-01-4480-52860	IOWA MONUMENT COMPANY	CAT Projects Plaque Library	03/13/2023	0	5,672.20
		Vendor Subtotal:			5,672.20
		Subtotal for FUND: 4480			5,672.20
4490-25-4490-73900	BOLAND RECREATION INC	Weed Park and 4th Street Park Playgroun	03/13/2023	0	48,492.00 00022626
		Vendor Subtotal:			48,492.00
		Subtotal for FUND: 4490			48,492.00
4491-00-4493-61420	WATERSMITH ENGINEERING	Kent Stein to Sunset Housing Trail Profe	03/13/2023	0	7,150.00 00023124
		Vendor Subtotal:			7,150.00
		Subtotal for FUND: 4491			7,150.00
4554-10-4554-72200	HEUER CONSTRUCTION	Demolition of Dilapidated Structure at 18	03/13/2023	0	11,800.00 00023517
4554-10-4554-72200	HEUER CONSTRUCTION	Demolition of Dilapidated Structure at 61	03/13/2023	0	10,675.00 00023517
		Vendor Subtotal:			22,475.00

Subtotal for FUND: 4554					22,475.00
4638-15-4638-61420	MSA PROFESSIONAL SERVICES	Shooting Range & Training Facility	03/13/2023	0	11,880.00
Vendor Subtotal:					11,880.00
Subtotal for FUND: 4638					11,880.00
4658-40-4658-73700	KELLY HEATING COOLING & PLBG	Heaters/Furnaces PW	03/14/2023	0	69,531.00
Vendor Subtotal:					69,531.00
4658-40-4658-73900	KELLY HEATING COOLING & PLBG	Sewer Camera Art Center	03/13/2023	0	150.00
Vendor Subtotal:					150.00
4658-40-4658-73900	MENARDS (MUSC)	Utility Sponge/End Cap/Plug	03/09/2023	0	32.28
4658-40-4658-73900	MENARDS (MUSC)	Valve/Stud	03/09/2023	0	155.88
4658-40-4658-73900	MENARDS (MUSC)	Drill Bit/Threaded Rod	03/09/2023	0	18.76
4658-40-4658-73900	MENARDS (MUSC)	Return	03/09/2023	0	-13.98
4658-40-4658-73900	MENARDS (MUSC)	Hanger/Drill Bit	03/09/2023	0	19.15
4658-40-4658-73900	MENARDS (MUSC)	Clamp/Adapter	03/09/2023	0	99.74
4658-40-4658-73900	MENARDS (MUSC)	PVC	03/09/2023	0	9.23
4658-40-4658-73900	MENARDS (MUSC)	Coupling/Plug/Adpater/Toggle	03/09/2023	0	61.77
4658-40-4658-73900	MENARDS (MUSC)	Bushing/Tee	03/09/2023	0	34.31
4658-40-4658-73900	MENARDS (MUSC)	Pipe/Bushing	03/09/2023	0	9.96
4658-40-4658-73900	MENARDS (MUSC)	Adapters	03/09/2023	0	6.83
4658-40-4658-73900	MENARDS (MUSC)	Clamp/Sump Pump	03/09/2023	0	124.93 00023614
4658-40-4658-73900	MENARDS (MUSC)	Bushing/Tee/Adapter/Screw Caps	03/14/2023	0	30.33
4658-40-4658-73900	MENARDS (MUSC)	Return	03/14/2023	0	-6.89
4658-40-4658-73900	MENARDS (MUSC)	PVC Pipes	03/14/2023	0	100.14
4658-40-4658-73900	MENARDS (MUSC)	Flange	03/14/2023	0	6.49
4658-40-4658-73900	MENARDS (MUSC)	Saw Blade/Pruning Blade	03/14/2023	0	23.98
Vendor Subtotal:					712.91
4658-40-4658-73900	PLUMB SUPPLY COMPANY	Carbide	03/13/2023	0	82.68

			Vendor Subtotal:		82.68
4658-40-4658-73900	TCM BANK NA VISA	Rigid Soil Pipe Cutter 1 1/2" - 6" Capacit	03/14/2023	0	651.11 00023615
			Vendor Subtotal:		651.11
			Subtotal for FUND: 4658		71,127.70
4839-35-4839-61420	WATERSMITH ENGINEERING	Foundation Design for the Sculpture at th	03/09/2023	0	1,200.00 00023465
4839-35-4839-61420	WATERSMITH ENGINEERING	Reinforced Concrete Foundation Design	03/09/2023	0	376.75
			Vendor Subtotal:		1,576.75
			Subtotal for FUND: 4839		1,576.75
4852-10-4852-61420	ANDERSON-BOGERT ENGINEERS &	Airport Zoning Engineering	03/14/2023	0	1,050.00
			Vendor Subtotal:		1,050.00
			Subtotal for FUND: 4852		1,050.00
4864-10-4864-61420	BOLTON & MENK INC	Snow Removal Equipment	03/14/2023	0	4,785.00
			Vendor Subtotal:		4,785.00
			Subtotal for FUND: 4864		4,785.00
4903-00-4903-61660	CORBIN DESIGN	Wayfinding Master Plan Jan & Feb	03/13/2023	0	9,935.47
			Vendor Subtotal:		9,935.47
			Subtotal for FUND: 4903		9,935.47
5211-40-5211-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	14.13

			Vendor Subtotal:		14.13
5211-40-5211-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	16.31
			Vendor Subtotal:		16.31
5211-40-5211-51100	QUILL CORPORATION	Pilot G2 Red Gel Pens 0.7 Fine Point	03/13/2023	0	13.35 00023683
			Vendor Subtotal:		13.35
5211-40-5211-51400	AMAZON.COM	Desk Monitor	03/14/2023	0	49.74
			Vendor Subtotal:		49.74
5211-40-5211-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - M Frantz	03/09/2023	0	16.54
			Vendor Subtotal:		16.54
5211-40-5211-52830	PETTY CASH	Clocks for Buses	03/14/2023	0	13.98
			Vendor Subtotal:		13.98
5211-40-5211-52890	MENARDS (MUSC)	Door Stop/Electrical Tape/Felt Pads	03/13/2023	0	48.64
5211-40-5211-52890	MENARDS (MUSC)	Return	03/14/2023	0	-13.49
5211-40-5211-52890	MENARDS (MUSC)	Gloves/Hose Clamp	03/14/2023	0	24.54
			Vendor Subtotal:		59.69
5211-40-5211-52890	AMAZON.COM	Surface Disinfectant & Sanitizer Spray	03/14/2023	0	67.99
			Vendor Subtotal:		67.99
5211-40-5211-65100	ICAN	Advertising	03/09/2023	0	360.00
			Vendor Subtotal:		360.00
5211-40-5211-65260	VERIZON WIRELESS	February Cell Phones	03/09/2023	0	54.26

Vendor Subtotal:					54.26
5211-40-5211-65310	ALLIANT ENERGY	February Gas - Transit	03/09/2023	0	542.11
5211-40-5211-65310	ALLIANT ENERGY	February Gas - Transit	03/09/2023	0	510.37
5211-40-5211-65310	ALLIANT ENERGY	February Gas - Transit	03/09/2023	0	206.38
Vendor Subtotal:					1,258.86
5211-40-5212-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	0.63
Vendor Subtotal:					0.63
5211-40-5212-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	3.10
Vendor Subtotal:					3.10
Subtotal for FUND: 5211					1,928.58
5311-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.02.2023 Life Insurance	02/17/2023	0	0.10
Vendor Subtotal:					0.10
5311-05-5311-37360	FEATHER YOUR NEST INTERIORS	Reimb Meter Hood Rental	03/13/2023	0	10.00
Vendor Subtotal:					10.00
5311-05-5311-38650	KEVIN SINK	Reimb Overpayment HTK987	03/13/2023	0	10.00
Vendor Subtotal:					10.00
5311-05-5311-38650	JEREMIAH NARTKER	Overpayment on Plate TRN351	03/09/2023	0	5.00
Vendor Subtotal:					5.00
5311-05-5311-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	6.00
Vendor Subtotal:					6.00

5311-05-5311-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	7.73
5311-05-5311-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	5.42
		Vendor Subtotal:			13.15
5311-05-5311-53220	POM INCORPORATED	#108-346 - #25 Vault Key (Quote #23696	03/14/2023	0	97.70 00023640
		Vendor Subtotal:			97.70
5311-05-5311-69200	PETTY CASH	Postage Due	03/14/2023	0	0.63
		Vendor Subtotal:			0.63
		Subtotal for FUND: 5311			142.58
5451-25-5451-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	17.51
		Vendor Subtotal:			17.51
5451-25-5451-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	15.49
5451-25-5451-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	16.55
		Vendor Subtotal:			32.04
5451-25-5451-52100	IOWA TURFGRASS OFFICE	Chaser Amine	03/13/2023	0	130.00 00023627
		Vendor Subtotal:			130.00
5451-25-5451-52400	MENARDS (MUSC)	Heater/Rubbing Alcohol/Flapper Kit	03/13/2023	0	90.31
		Vendor Subtotal:			90.31
5451-25-5451-52890	MENARDS (MUSC)	Utility Knife/Linoleum Knife	03/13/2023	0	37.33
		Vendor Subtotal:			37.33
5451-25-5451-53140	MENARDS (MUSC)	Brush Set/Paint	03/13/2023	0	81.61

			Vendor Subtotal:		81.61
5451-25-5451-53220	ARNOLD MOTOR SUPPLY	Adhesive	03/13/2023	0	61.87
			Vendor Subtotal:		61.87
5451-25-5451-53220	MENARDS (MUSC)	Brake Cleaner	03/13/2023	0	13.16
			Vendor Subtotal:		13.16
5451-25-5451-53220	SINCLAIR	Fuel Filter	03/13/2023	0	36.44
			Vendor Subtotal:		36.44
5451-25-5451-53220	TCM BANK NA VISA	Harbor Freight - Materials	03/14/2023	0	26.97
			Vendor Subtotal:		26.97
5451-25-5451-53320	IOWA TURFGRASS OFFICE	Pallet Divot Mix	03/13/2023	0	250.00 00023628
			Vendor Subtotal:		250.00
5451-25-5451-64120	TCM BANK NA VISA	Holiday Inn - Lodging Conference	03/14/2023	0	250.88
5451-25-5451-64120	TCM BANK NA VISA	Holiday Inn - Lodging Conference	03/14/2023	0	125.44
			Vendor Subtotal:		376.32
5451-25-5451-65240	MUSCATINE POWER & WATER	Jan-Feb Machlink	03/09/2023	0	61.99
			Vendor Subtotal:		61.99
5451-25-5451-65310	ALLIANT ENERGY	February Gas - Golf	03/13/2023	0	375.89
5451-25-5451-65310	ALLIANT ENERGY	February Gas - Golf	03/13/2023	0	478.07
			Vendor Subtotal:		853.96
5451-25-5451-74200	HARRIS GOLF CARS	Stolen Cart	03/14/2023	0	6,000.00

			Vendor Subtotal:		6,000.00
5451-25-5452-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	15.13
			Vendor Subtotal:		15.13
5451-25-5452-46600	RELIANCE STANDARD LIFE INS CO	LTDM Mar	03/13/2023	0	17.38
			Vendor Subtotal:		17.38
5451-25-5452-52810	TCM BANK NA VISA	GT Golf Supplies - Supplies	03/14/2023	0	32.51
			Vendor Subtotal:		32.51
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Paradym Driver	03/13/2023	0	2,007.43 00023133
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Chrome Soft Dozen	03/13/2023	0	681.12 00022885
5451-25-5452-52853	CALLAWAY GOLF COMPANY	SuperSoft Dozen	03/13/2023	0	449.04 00022885
5451-25-5452-52853	CALLAWAY GOLF COMPANY	ERC Soft Dozen	03/13/2023	0	179.34 00022885
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Freight	03/13/2023	0	60.00
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Odyssey White Hot Putters	03/13/2023	0	709.50 00023133
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Callaway Jaws Wedges	03/13/2023	0	753.36 00023133
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Odyssey Versa Putters	03/13/2023	0	368.08 00023133
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Freight	03/13/2023	0	27.87
			Vendor Subtotal:		5,235.74
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II Stratus Gloves	03/13/2023	0	462.73 00022887
			Vendor Subtotal:		462.73
5451-25-5452-52853	TITLEIST	Aussie USA Headwear	03/13/2023	0	75.00 00022823
5451-25-5452-52853	TITLEIST	Aussie Headwear	03/13/2023	0	67.50 00022823
5451-25-5452-52853	TITLEIST	Shipping	03/13/2023	0	6.81
5451-25-5452-52853	TITLEIST	Perma Soft Gloves	03/13/2023	0	789.42 00022823
5451-25-5452-52853	TITLEIST	Titleist Cart 14 Bag	03/13/2023	0	300.48 00022823
			Vendor Subtotal:		1,239.21
5451-25-5452-52853	TCM BANK NA VISA	GT Golf Supplies - Merchandise for Resa	03/14/2023	0	22.62

5451-25-5452-52853	TCM BANK NA VISA	GT Golf Supplies - Merchandise for Resa	03/14/2023	0	17.40
		Vendor Subtotal:			40.02
5451-25-5452-62370	TCM BANK NA VISA	Sycamore Printing - Services	03/14/2023	0	36.00
		Vendor Subtotal:			36.00
5451-25-5452-65240	MUSCATINE POWER & WATER	Jan-Feb Machlink	03/09/2023	0	61.99
		Vendor Subtotal:			61.99
		Subtotal for FUND: 5451			15,210.22
5642-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023 Life Insurance		02/17/2023	0	0.70
		Vendor Subtotal:			0.70
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023 Optional Life		02/17/2023	0	183.89
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.02.2023 Optional Life		02/03/2023	0	183.89
		Vendor Subtotal:			367.78
5642-45-5642-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar		03/13/2023	0	38.31
		Vendor Subtotal:			38.31
5642-45-5642-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	27.74
5642-45-5642-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	84.13
		Vendor Subtotal:			111.87
5642-45-5642-52840	FASTENAL COMPANY	Rain Suit	03/13/2023	0	64.12
		Vendor Subtotal:			64.12
5642-45-5642-52840	HUPP TOYOTA LIFT	Training Materials	03/13/2023	0	384.04 00023629

			Vendor Subtotal:		384.04
5642-45-5642-61220	BRICK, GENTRY, BOWERS, SWARTZ	Legal	03/13/2023	0	405.00
			Vendor Subtotal:		405.00
5642-45-5642-62270	SCOTT COUNTY WASTE COMMISSION	Waste Disposal	03/13/2023	0	3,506.80
			Vendor Subtotal:		3,506.80
5642-45-5642-62285	MICHAEL WEIKERT JR	Scrap Appliance	03/13/2023	0	156.00
			Vendor Subtotal:		156.00
5642-45-5642-65240	MUSCATINE POWER & WATER	Jan-Feb Machlink	03/09/2023	0	61.99
			Vendor Subtotal:		61.99
5642-45-5642-65260	US CELLULAR	February Cell Phones	03/13/2023	0	67.29
			Vendor Subtotal:		67.29
5642-45-5642-65275	VERIZON	February GPS Charges	03/09/2023	0	139.60
			Vendor Subtotal:		139.60
5642-45-5642-65310	ALLIANT ENERGY	February Gas - Transfer Garage	03/13/2023	0	1,692.89
			Vendor Subtotal:		1,692.89
5642-45-5643-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - Kemper	03/09/2023	0	51.50
			Vendor Subtotal:		51.50
			Subtotal for FUND: 5642		7,047.89
5652-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.02.2023 Life Insurance	02/17/2023	0	0.10

			Vendor Subtotal:		0.10
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023 Optional Life	02/17/2023	0		41.37
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.02.2023 Optional Life	02/03/2023	0		41.37
			Vendor Subtotal:		82.74
5652-45-5652-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar	03/13/2023	0		9.04
			Vendor Subtotal:		9.04
5652-45-5652-46600	RELIANCE STANDARD LIFE INS COLTD Mar	03/13/2023	0		10.44
			Vendor Subtotal:		10.44
5652-45-5652-62520	JON BRAUNS	February 2023 Leachate	03/13/2023	0	6,970.00
			Vendor Subtotal:		6,970.00
5652-45-5652-62530	RITTMER INC	Fuel Costs	03/13/2023	0	312.01
5652-45-5652-62530	RITTMER INC	February Landfill Operations	03/13/2023	0	40,150.00
			Vendor Subtotal:		40,462.01
5652-45-5652-63300	PS3 Enterprises Inc.	Temp Sanitation	03/13/2023	0	65.00
			Vendor Subtotal:		65.00
5652-45-5652-65320	EASTERN IOWA LIGHT & POWER C	February Power - Landfill	03/13/2023	0	237.01
5652-45-5652-65320	EASTERN IOWA LIGHT & POWER C	February Power - Ward	03/13/2023	0	177.90
			Vendor Subtotal:		414.91
5652-45-5652-69900	IA DEPT OF NATURAL RESOURCES	State Surcharge October - December 2021	03/14/2023	0	19,517.02
			Vendor Subtotal:		19,517.02

Subtotal for FUND: 5652					67,531.26
5658-45-5658-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	16.19
Vendor Subtotal:					16.19
5658-45-5658-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	11.41
5658-45-5658-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	37.69
Vendor Subtotal:					49.10
5658-45-5658-52300	AMAZON.COM	High Visibility Short Sleeve Safety Shirt	03/13/2023	0	53.98
Vendor Subtotal:					53.98
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Fittings	03/13/2023	0	17.06
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Fittings/Hose	03/13/2023	0	27.89
Vendor Subtotal:					44.95
5658-45-5658-52890	MENARDS (MUSC)	Bucket	03/13/2023	0	49.98
5658-45-5658-52890	MENARDS (MUSC)	Air Wick	03/14/2023	0	21.99
Vendor Subtotal:					71.97
5658-45-5658-52890	SYCAMORE PRINTING INC	Landfill Elevation Maps	03/13/2023	0	157.88 00023594
Vendor Subtotal:					157.88
5658-45-5658-52890	AMAZON.COM	Wand for Power Pressure Washer	03/13/2023	0	95.99
5658-45-5658-52890	AMAZON.COM	Quick Connector Kit	03/13/2023	0	30.99
Vendor Subtotal:					126.98
5658-45-5658-53110	LOGAN CONTRACTORS SUPPLY IN	Replacement Grates for Tipping Floor Dr	03/13/2023	0	560.00 00023566
5658-45-5658-53110	LOGAN CONTRACTORS SUPPLY IN	Freight	03/13/2023	0	49.19

		Vendor Subtotal:			609.19
5658-45-5658-53120	VAN METER INDUSTRIAL INC	Bulbs	03/13/2023	0	49.10
5658-45-5658-53120	VAN METER INDUSTRIAL INC	Wire Connectors/Electrical Tape	03/13/2023	0	64.60
		Vendor Subtotal:			113.70
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	03/13/2023	0	10.87
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	03/13/2023	0	10.87
		Vendor Subtotal:			21.74
5658-45-5658-62285	MICHAEL WEIKERT JR	Scrap Appliance	03/13/2023	0	468.00
		Vendor Subtotal:			468.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 2/19/23	03/13/2023	0	90.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 2/26/23	03/13/2023	0	90.00
		Vendor Subtotal:			180.00
5658-45-5658-62450	INTEGRATED TECHNOLOGY PARTI	Security	03/13/2023	0	19.95
		Vendor Subtotal:			19.95
5658-45-5658-62520	JON BRAUNS	February 2023 Solid Waste	03/13/2023	0	22,770.00
5658-45-5658-62520	JON BRAUNS	February 2023 Fuel Surcharge	03/13/2023	0	3,749.56
		Vendor Subtotal:			26,519.56
5658-45-5658-64200	HUPP TOYOTA LIFT	Forklift Operator Training	03/13/2023	0	1,400.00 00023630
		Vendor Subtotal:			1,400.00
5658-45-5658-64200	TCM BANK NA VISA	ISOSWO - Conference	03/14/2023	0	175.00
5658-45-5658-64200	TCM BANK NA VISA	IDNR - Seminar	03/14/2023	0	32.00

		Vendor Subtotal:			207.00
5658-45-5658-65275	VERIZON	February GPS Charges	03/09/2023	0	34.90
		Vendor Subtotal:			34.90
5658-45-5658-65310	ALLIANT ENERGY	February Gas - Transfer	03/13/2023	0	10,050.77
		Vendor Subtotal:			10,050.77
5658-45-5658-67150	EMAG MUSCATINE CBG LLC	Tail Light Assembly for #401	03/13/2023	0	157.51 00023616
		Vendor Subtotal:			157.51
5658-45-5658-67200	TCM BANK NA VISA	Freight	03/14/2023	0	22.00 00023378
5658-45-5658-67200	TCM BANK NA VISA	Sound Shield Kit	03/14/2023	0	201.99 00023378
5658-45-5658-67200	TCM BANK NA VISA	Sound Shield Kit	03/14/2023	0	17.68
5658-45-5658-67200	TCM BANK NA VISA	Compressor for Handicap Door Opener	03/14/2023	0	525.00 00023378
		Vendor Subtotal:			766.67
5658-45-5658-69900	GORDON FLESCH COMPANY	Copier Services	03/13/2023	0	27.00
		Vendor Subtotal:			27.00
		Subtotal for FUND: 5658			41,097.04
5660-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023 Life Insurance		02/17/2023	0	1.20
		Vendor Subtotal:			1.20
5660-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.02.2023 Optional Life		02/03/2023	0	154.78
5660-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023 Optional Life		02/17/2023	0	154.78
		Vendor Subtotal:			309.56
5660-50-5661-46200	RELIANCE STANDARD LIFE INS CO Life Ins Mar		03/13/2023	0	29.38

			Vendor Subtotal:		29.38
5660-50-5661-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	37.75
			Vendor Subtotal:		37.75
5660-50-5661-51100	STOREY KENWORTHY / MATT PAR Office Supplies		03/09/2023	0	19.32 00023661
			Vendor Subtotal:		19.32
5660-50-5661-51300	STOREY KENWORTHY / MATT PAR Toner		03/09/2023	0	137.31 00023661
			Vendor Subtotal:		137.31
5660-50-5661-61420	VEENSTRA & KIMM INC	Sewer Rate Study	03/09/2023	0	673.00
			Vendor Subtotal:		673.00
5660-50-5661-62370	LUPTON & TOYNE PRINTERS	Envelopes	03/13/2023	0	150.00 00023753
			Vendor Subtotal:		150.00
5660-50-5661-62370	GORDON FLESCH COMPANY	Copier Services	03/13/2023	0	24.80
			Vendor Subtotal:		24.80
5660-50-5661-65100	QUAD CITY TIMES & MUSC JOURN WPCP Non Compliance User Notice		03/14/2023	0	33.47
5660-50-5661-65100	QUAD CITY TIMES & MUSC JOURN WPCP Non Compliance User Notice		03/14/2023	0	32.88
5660-50-5661-65100	QUAD CITY TIMES & MUSC JOURN WPCP Non Compliance User Notice		03/14/2023	0	34.64
5660-50-5661-65100	QUAD CITY TIMES & MUSC JOURN WPCP Non Compliance User Notice		03/14/2023	0	32.88
5660-50-5661-65100	QUAD CITY TIMES & MUSC JOURN WPCP Non Compliance User Notice		03/14/2023	0	32.88
			Vendor Subtotal:		166.75
5660-50-5661-65240	MUSCATINE POWER & WATER	Jan-Feb Machlink	03/09/2023	0	61.99
			Vendor Subtotal:		61.99

5660-50-5661-73900	STANLEY CONSULTANTS INC	WRRF Facility Planning	03/09/2023	0	6,669.00
		Vendor Subtotal:			6,669.00
5660-50-5662-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	46.78
		Vendor Subtotal:			46.78
5660-50-5662-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	76.44
5660-50-5662-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	35.85
		Vendor Subtotal:			112.29
5660-50-5662-52300	BRIAN COX	Reimb Shoes - B Cox	03/13/2023	0	70.81
		Vendor Subtotal:			70.81
5660-50-5662-52400	MENARDS (MUSC)	Disinfectant Wipes/Plates/Tissues	03/13/2023	0	56.29
		Vendor Subtotal:			56.29
5660-50-5662-52720	TCM BANK NA VISA	Phillips 66 - Fuel	03/14/2023	0	84.14
		Vendor Subtotal:			84.14
5660-50-5662-52830	ARNOLD MOTOR SUPPLY	Impact Bit	03/09/2023	0	89.19
5660-50-5662-52830	ARNOLD MOTOR SUPPLY	Adapter	03/13/2023	0	23.49
		Vendor Subtotal:			112.68
5660-50-5662-52830	AMAZON.COM	Dewalt 1-2 Impact	03/09/2023	0	349.00 00023641
5660-50-5662-52830	AMAZON.COM	Brinly DT-480BH-A-48" Dethatcher	03/13/2023	0	189.00 00023703
		Vendor Subtotal:			538.00
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	03/13/2023	0	50.00

			Vendor Subtotal:		50.00
5660-50-5662-52840	TCM BANK NA VISA	Global Testing - Gas Detector Parts	03/14/2023	0	99.36
			Vendor Subtotal:		99.36
5660-50-5662-53120	GRAINGER DEPT 802675066	Float Relays	03/09/2023	0	246.88 00023656
			Vendor Subtotal:		246.88
5660-50-5662-53210	FASTENAL COMPANY	Hardware	03/13/2023	0	93.28
			Vendor Subtotal:		93.28
5660-50-5662-53220	ENGINEERED EQUIPMENT SOLUTIONS	Wiper Rings	03/13/2023	0	202.50 00023690
5660-50-5662-53220	ENGINEERED EQUIPMENT SOLUTIONS	Wiper Air Pistons for UV Modules	03/13/2023	0	1,687.50 00023690
5660-50-5662-53220	ENGINEERED EQUIPMENT SOLUTIONS	Shipping	03/13/2023	0	46.42
			Vendor Subtotal:		1,936.42
5660-50-5662-61340	VAN METER INDUSTRIAL INC	RSLogix 500 Annual Tech Support	03/13/2023	0	985.71 00022973
			Vendor Subtotal:		985.71
5660-50-5662-61550	TSS INCORPORATED	Pre-Employment Drug - J Ott	03/13/2023	0	87.50
			Vendor Subtotal:		87.50
5660-50-5662-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	03/13/2023	0	45.00
			Vendor Subtotal:		45.00
5660-50-5662-62530	TERRY & SONS INC	Jetting Suction Digested Sludge Lines	03/09/2023	0	1,282.00 00023618
			Vendor Subtotal:		1,282.00
5660-50-5662-65310	ALLIANT ENERGY	February Gas - WPCP Plant	03/09/2023	0	2,901.70

5660-50-5662-65310	ALLIANT ENERGY	February Gas - Grit Bldg	03/09/2023	0	8,370.58
		Vendor Subtotal:			11,272.28
5660-50-5663-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	16.76
		Vendor Subtotal:			16.76
5660-50-5663-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	15.83
5660-50-5663-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	15.69
		Vendor Subtotal:			31.52
5660-50-5663-52100	MENARDS (MUSC)	Mulch	03/14/2023	0	32.89
5660-50-5663-52100	MENARDS (MUSC)	Mulch	03/14/2023	0	41.86
		Vendor Subtotal:			74.75
5660-50-5663-52830	FASTENAL COMPANY	Caulk Gun	03/13/2023	0	14.15
		Vendor Subtotal:			14.15
5660-50-5663-52830	VAN METER INDUSTRIAL INC	Wire Stripper	03/09/2023	0	30.45
		Vendor Subtotal:			30.45
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Relays	03/09/2023	0	90.26
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Wire	03/09/2023	0	18.31
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Tape/Wire Nut	03/09/2023	0	53.40
		Vendor Subtotal:			161.97
5660-50-5663-53130	MENARDS (MUSC)	Nipple/Coupling/Ball Valve	03/13/2023	0	54.98
		Vendor Subtotal:			54.98
5660-50-5663-53130	PLUMB SUPPLY COMPANY	Fittings for Tanglefoot Lift Station	03/13/2023	0	107.75 00023715

		Vendor Subtotal:			107.75
5660-50-5663-53130	AMAZON.COM	Flanges	03/13/2023	0	88.78
		Vendor Subtotal:			88.78
5660-50-5663-53210	ZIMMER & FRANCESCON INC	Mechanical Seal/Gaskets for 4" Fairbanks	03/13/2023	0	220.00 00023613
5660-50-5663-53210	ZIMMER & FRANCESCON INC	Freight	03/13/2023	0	12.38
		Vendor Subtotal:			232.38
5660-50-5663-53210	TCM BANK NA VISA	Floats	03/14/2023	0	276.61 00023559
		Vendor Subtotal:			276.61
5660-50-5663-53220	FASTENAL COMPANY	Hardware for Papoose Pump #1	03/09/2023	0	291.45 00023583
5660-50-5663-53220	FASTENAL COMPANY	Cable Ties	03/13/2023	0	38.58
		Vendor Subtotal:			330.03
5660-50-5663-53220	ALLIED SYST INC	2 hp Pump for Tanglefoot Lift Station	03/09/2023	0	6,584.50 00023126
5660-50-5663-53220	ALLIED SYST INC	Freight	03/09/2023	0	264.48
		Vendor Subtotal:			6,848.98
5660-50-5663-53220	TCM BANK NA VISA	Milltronics Ultrasonic Transducer for Ma	03/14/2023	0	913.00 00023605
5660-50-5663-53220	TCM BANK NA VISA	Milltronics Ultrasonic Transducer for Ma	03/14/2023	0	18.81
5660-50-5663-53220	TCM BANK NA VISA	Float Switches	03/14/2023	0	426.70 00023663
		Vendor Subtotal:			1,358.51
5660-50-5663-65310	ALLIANT ENERGY	February Gas - Schley	03/09/2023	0	104.16
5660-50-5663-65310	ALLIANT ENERGY	February Gas - Stewart	03/09/2023	0	32.41
		Vendor Subtotal:			136.57
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Stormwater	03/09/2023	0	174.95
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Canon	03/09/2023	0	459.62

5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Stewart	03/13/2023	0	749.67
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Arbor Commons	03/13/2023	0	193.16
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Spinning Wheel	03/13/2023	0	130.68
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Houser	03/13/2023	0	251.09
Vendor Subtotal:					1,959.17
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Canon	03/09/2023	0	39.57
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Stewart	03/13/2023	0	26.87
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Arbor Commons	03/13/2023	0	23.74
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Houser	03/13/2023	0	22.92
Vendor Subtotal:					113.10
5660-50-5663-67130	DAVENPORT ELECTRIC CONTRACT	Emergency Repairs at Mad Creek on Mill	03/09/2023	0	1,171.80 00023497
5660-50-5663-67130	DAVENPORT ELECTRIC CONTRACT	Troubleshooting of Electrical Panel and P	03/13/2023	0	1,708.90 00023590
Vendor Subtotal:					2,880.70
5660-50-5665-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	25.14
Vendor Subtotal:					25.14
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	30.30
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	21.69
Vendor Subtotal:					51.99
5660-50-5665-52210	AIRGAS USA LLC	Argon	03/13/2023	0	182.92 00023466
5660-50-5665-52210	AIRGAS USA LLC	Delivery	03/13/2023	0	31.20
5660-50-5665-52210	AIRGAS USA LLC	Compressed Air	03/13/2023	0	72.80 00023466
5660-50-5665-52210	AIRGAS USA LLC	Compressed Air	03/13/2023	0	5.16
Vendor Subtotal:					292.08
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Nitric Acid	03/13/2023	0	252.72
Vendor Subtotal:					252.72
5660-50-5665-52210	SCP SCIENCE	Freight	03/13/2023	0	67.00

5660-50-5665-52210	SCP SCIENCE	Mixed Cal Set 125	03/13/2023	0	472.00 00023329
		Vendor Subtotal:			539.00
5660-50-5665-52210	ULINE	Lab Supplies	03/09/2023	0	108.80 00023676
		Vendor Subtotal:			108.80
5660-50-5665-52210	USA BLUE BOOK	Clear PVC Suction Tubing	03/13/2023	0	279.04 00023644
5660-50-5665-52210	USA BLUE BOOK	Shipping	03/13/2023	0	6.49
		Vendor Subtotal:			285.53
5660-50-5665-52210	AQUA SOLUTIONS, INC	Lab Supplies	03/09/2023	0	950.00 00023569
5660-50-5665-52210	AQUA SOLUTIONS, INC	Lab Supplies	03/09/2023	0	101.96
		Vendor Subtotal:			1,051.96
5660-50-5665-52210	TCM BANK NA VISA	Lab Supplies	03/14/2023	0	795.00 00023479
5660-50-5665-52210	TCM BANK NA VISA	Wal-Mart - Supplies	03/14/2023	0	59.00
		Vendor Subtotal:			854.00
5660-50-5665-52210	NORTH CENTRAL LABORATORIES	Lab Supplies	03/13/2023	0	156.90 00023645
5660-50-5665-52210	NORTH CENTRAL LABORATORIES	Shipping	03/13/2023	0	13.90
		Vendor Subtotal:			170.80
5660-50-5665-53220	SCP SCIENCE	Bottle Racks	03/13/2023	0	2,880.00 00023163
5660-50-5665-53220	SCP SCIENCE	Freight	03/13/2023	0	40.00
5660-50-5665-53220	SCP SCIENCE	Tubes	03/13/2023	0	111.00
		Vendor Subtotal:			3,031.00
5660-50-5665-53220	AMAZON.COM	Air Pump	03/13/2023	0	37.97
		Vendor Subtotal:			37.97
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	03/09/2023	0	38.77

			Vendor Subtotal:		38.77
5660-50-5665-62530	ENVIRONMENTAL RESOURCE ASS	Testing	03/13/2023	0	286.10 00023717
			Vendor Subtotal:		286.10
5660-50-5665-69200	PACK-N-SHIP	Shipping	03/09/2023	0	192.38
			Vendor Subtotal:		192.38
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	03/09/2023	0	197.50
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	03/09/2023	0	20.99
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	03/13/2023	0	124.88
			Vendor Subtotal:		343.37
5660-50-5665-74200	SCP SCIENCE	BOD Rack - 10 Bottle PP Glas Bottles	03/13/2023	0	4,800.00 00022984
5660-50-5665-74200	SCP SCIENCE	BOD-300 110V Optial Probe w/Software	03/13/2023	0	30,170.00 00022984
5660-50-5665-74200	SCP SCIENCE	Freight	03/13/2023	0	520.00
			Vendor Subtotal:		35,490.00
5660-50-5666-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	9.39
			Vendor Subtotal:		9.39
5660-50-5666-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	50.13
			Vendor Subtotal:		50.13
5660-50-5666-52730	HARMS OIL COMPANY	Diesel	03/13/2023	0	7,525.00 00023685
5660-50-5666-52730	HARMS OIL COMPANY	Diesel	03/13/2023	0	25.19
			Vendor Subtotal:		7,550.19
5660-50-5666-53130	GRAINGER DEPT 802675066	Gate Valve	03/13/2023	0	90.22

		Vendor Subtotal:			90.22
5660-50-5666-53130	TCM BANK NA VISA	Pipe Fittings for Lagoon Pumphouse	03/14/2023	0	418.42 00023678
5660-50-5666-53130	TCM BANK NA VISA	Shipping	03/14/2023	0	34.20
		Vendor Subtotal:			452.62
5660-50-5666-53210	GRAINGER DEPT 802675066	Sheave Wire/Pick Set	03/09/2023	0	92.65
5660-50-5666-53210	GRAINGER DEPT 802675066	Nipple/Water Suction Hose	03/13/2023	0	48.72
5660-50-5666-53210	GRAINGER DEPT 802675066	Clamps	03/13/2023	0	44.25
		Vendor Subtotal:			185.62
5660-50-5666-53220	TCM BANK NA VISA	Farm & Fleet - Load Banner	03/14/2023	0	49.98
		Vendor Subtotal:			49.98
5660-50-5668-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	6.26
		Vendor Subtotal:			6.26
5660-50-5668-46600	RELIANCE STANDARD LIFE INS CO	BW LTD Mar	03/13/2023	0	31.66
		Vendor Subtotal:			31.66
5660-50-5668-52400	MENARDS (MUSC)	Dawn	03/09/2023	0	59.64 00023697
		Vendor Subtotal:			59.64
5660-50-5668-52740	GRAINGER DEPT 802675066	Gear Oil	03/09/2023	0	363.12 00023639
		Vendor Subtotal:			363.12
5660-50-5668-52830	MENARDS (MUSC)	Tools	03/09/2023	0	95.67 00023697
		Vendor Subtotal:			95.67

5660-50-5668-52890	AMAZON.COM	All-In-One Printer	03/09/2023	0	49.00
		Vendor Subtotal:			49.00
5660-50-5668-53220	GRAINGER DEPT 802675066	Welding Curtain	03/09/2023	0	84.24
		Vendor Subtotal:			84.24
5660-50-5668-61420	STANLEY CONSULTANTS INC	Grant Application for Digester	03/09/2023	0	4,950.00
		Vendor Subtotal:			4,950.00
		Subtotal for FUND: 5660			97,195.99
5664-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023	Life Insurance	02/17/2023	0	0.23
		Vendor Subtotal:			0.23
5664-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.02.2023	Optional Life	02/03/2023	0	38.78
5664-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023	Optional Life	02/17/2023	0	37.89
		Vendor Subtotal:			76.67
5664-40-5664-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar		03/13/2023	0	31.21
		Vendor Subtotal:			31.21
5664-40-5664-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	23.32
5664-40-5664-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	66.35
		Vendor Subtotal:			89.67
5664-40-5664-65260	US CELLULAR	December Cell Phones	03/09/2023	0	52.93
		Vendor Subtotal:			52.93
5664-40-5664-65275	VERIZON WIRELESS	February I-Pads	03/13/2023	0	80.08

Vendor Subtotal:					80.08
5664-40-5664-65275	VERIZON	February GPS Charges	03/09/2023	0	12.82
Vendor Subtotal:					12.82
5664-50-5667-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	7.01
Vendor Subtotal:					7.01
5664-50-5667-46600	RELIANCE STANDARD LIFE INS CO	LTLD Mar	03/13/2023	0	9.62
Vendor Subtotal:					9.62
5664-50-5667-62530	PS3 Enterprises Inc.	Temp Sanitation	03/09/2023	0	145.00
Vendor Subtotal:					145.00
5664-50-5667-64200	TCM BANK NA VISA	Monarch Gardens - Webinar	03/14/2023	0	40.65
Vendor Subtotal:					40.65
Subtotal for FUND: 5664					545.89
5711-10-5711-65310	ALLIANT ENERGY	February Gas - Airport	03/09/2023	0	396.58
Vendor Subtotal:					396.58
5711-10-5711-65320	MUSCATINE POWER & WATER	February Electric - Airport Comm	03/13/2023	0	76.69
5711-10-5711-65320	MUSCATINE POWER & WATER	February Electric - Airport Lights	03/13/2023	0	38.10
5711-10-5711-65320	MUSCATINE POWER & WATER	February Electric - Airport Comm	03/13/2023	0	83.72
5711-10-5711-65320	MUSCATINE POWER & WATER	February Electric - Airport Runway	03/13/2023	0	91.58
5711-10-5711-65320	MUSCATINE POWER & WATER	February Electric - Airport Gate	03/13/2023	0	42.34
Vendor Subtotal:					332.43
Subtotal for FUND: 5711					729.01

5811-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023 Life Insurance		02/17/2023	0	0.40
	Vendor Subtotal:				0.40
5811-20-5811-46200	RELIANCE STANDARD LIFE INS CO Life Ins Mar		03/13/2023	0	14.38
	Vendor Subtotal:				14.38
5811-20-5811-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	16.60
	Vendor Subtotal:				16.60
5811-20-5811-51100	AMAZON.COM	Certificate Frames	03/09/2023	0	25.97
	Vendor Subtotal:				25.97
5811-20-5811-51200	AMAZON.COM	Document Holder/Books	03/09/2023	0	50.48
	Vendor Subtotal:				50.48
5811-20-5811-52720	TCM BANK NA VISA	Kum & Go - Fuel for Transfer	03/14/2023	0	73.86
	Vendor Subtotal:				73.86
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1061-17517 PDI Super Sani-Cloth Alcc	03/09/2023	0	73.56 00023458
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1061-17517 PDI Super Sani-Cloth Alco	03/09/2023	0	73.56 00023612
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#KE44115 Curity Adhesive Plastic Band	03/09/2023	0	4.77 00023692
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evident	03/09/2023	0	57.58 00023692
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#3176-07705 Hand-E Hand Hold Device	03/14/2023	0	49.58 00023623
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#065.520-611-010 SPUR II BVM with E	03/14/2023	0	131.99 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84250 Curaplex CuraSlide XC Sa	03/14/2023	0	88.00 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84245 Curaplex CuraSlide XC Sa	03/14/2023	0	178.00 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#230005 Ambu BlueSensor SP 10 Pouch	03/14/2023	0	458.00 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1714-31081 Curaplex IV Extension Set	03/14/2023	0	134.00 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-51418 Masimo SET M-LNCS Ne	03/14/2023	0	136.45 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2811-05523 Curaplex Paramedic Shear	03/14/2023	0	4.20 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#533-MS-25058EA Curaplex Total Non-	03/14/2023	0	3.04 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#30058 Curaplex Total Non-rebreather C	03/14/2023	0	5.18 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#084846 Disposable Razor Blue	03/14/2023	0	3.16 00023760

5811-20-5811-52840	BOUND TREE MEDICAL LLC	#441275 Standard Facial Tissue 5.7in x '	03/14/2023	0	98.00 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#16384 Physio-Control Multi-Function I	03/14/2023	0	37.98 00023760
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-29190 Masimo SET M-LNCS E1	03/14/2023	0	106.65 00023760
Vendor Subtotal:					1,643.70
5811-20-5811-52840	WESTER DRUG	Tank Rental	03/09/2023	0	75.00
Vendor Subtotal:					75.00
5811-20-5811-52840	AMAZON.COM	Thermometer	03/09/2023	0	44.99
Vendor Subtotal:					44.99
5811-20-5811-52840	UNITYPOINT HEALTH	January Ambulance Supplies	03/09/2023	0	722.96
Vendor Subtotal:					722.96
5811-20-5811-52890	AMAZON.COM	Surface Pro Cases	03/09/2023	0	98.97
Vendor Subtotal:					98.97
5811-20-5811-53220	COURTESY FORD	Element	03/14/2023	0	71.85
Vendor Subtotal:					71.85
5811-20-5811-61140	PCC INC	December Billing	03/09/2023	0	13,457.42
5811-20-5811-61140	PCC INC	January Billing	03/09/2023	0	10,891.76
Vendor Subtotal:					24,349.18
5811-20-5811-62290	STERICYCLE INC	Shredding	03/13/2023	0	36.87
Vendor Subtotal:					36.87
5811-20-5811-62370	SIGN PRO	Red & Black Reflective Vinyl Graphics fi	03/09/2023	0	463.60 00023647
Vendor Subtotal:					463.60

5811-20-5811-62370	SYCAMORE PRINTING INC	Satelite Image of Ciy Map	03/09/2023	0	57.00
		Vendor Subtotal:			57.00
5811-20-5811-64200	EASTERN IA COMMUNITY COLLEGE	BLS/ACLS Class Fees	03/09/2023	0	309.00
		Vendor Subtotal:			309.00
5811-20-5811-64200	TCM BANK NA VISA	NAAC - CADS Regisration Hoppe	03/14/2023	0	99.00
5811-20-5811-64200	TCM BANK NA VISA	Iowa EMS Assoc - EMS Registration Bon	03/14/2023	0	50.00
		Vendor Subtotal:			149.00
5811-20-5811-64400	TCM BANK NA VISA	Chick Fil A - Transfer Meal	03/14/2023	0	13.59
5811-20-5811-64400	TCM BANK NA VISA	McDonalds - Transfer Meal	03/14/2023	0	18.76
5811-20-5811-64400	TCM BANK NA VISA	Pilot - Transfer Meal	03/14/2023	0	32.00
		Vendor Subtotal:			64.35
5811-20-5811-64600	EASTERN IA COMMUNITY COLLEGE	PALS Registration	03/09/2023	0	600.00
		Vendor Subtotal:			600.00
5811-20-5811-64600	TCM BANK NA VISA	RQI - NRP Enrollment - Fleming	03/14/2023	0	45.00
5811-20-5811-64600	TCM BANK NA VISA	RQI - NRP Enrollment - Tvrs	03/14/2023	0	45.00
5811-20-5811-64600	TCM BANK NA VISA	RQI - NRP Enrollment - Rheingans	03/14/2023	0	45.00
5811-20-5811-64600	TCM BANK NA VISA	RQI Partners - NRP Enrollment Colon	03/14/2023	0	45.00
		Vendor Subtotal:			180.00
5811-20-5811-65260	AT&T MOBILITY	Wireless February	03/09/2023	0	392.48
		Vendor Subtotal:			392.48
5811-20-5811-67130	COURTESY FORD	Passenger Headlight Housing - Ambulanc	03/14/2023	0	267.42 00023298
		Vendor Subtotal:			267.42

5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INCopier		03/09/2023	0	33.33
	Vendor Subtotal:				33.33
5811-20-5811-69400	TCM BANK NA VISA	Iowa DPH Regulatory Program - Iowa Pa	03/14/2023	0	25.00
5811-20-5811-69400	TCM BANK NA VISA	Iowa DPH Regulatory Program - Iowa Pa	03/14/2023	0	25.00
5811-20-5811-69400	TCM BANK NA VISA	Ill DPH EMS - Illinois Lic Renewal Rym	03/14/2023	0	41.00
5811-20-5811-69400	TCM BANK NA VISA	Iowa DPH Regulatory Program - Iowa Pa	03/14/2023	0	25.00
5811-20-5811-69400	TCM BANK NA VISA	Iowa DPH Regulatory Program - Iowa Pa	03/14/2023	0	25.00
	Vendor Subtotal:				141.00
5811-20-5811-74200	BOUND TREE MEDICAL LLC	#1850-07261 DS Only Sapphire Multi-T	03/09/2023	0	11,343.75 00023631
	Vendor Subtotal:				11,343.75
5811-20-5811-74200	STRYKER SALES CORPORATION	Battery	03/09/2023	0	735.75
	Vendor Subtotal:				735.75
5811-20-5811-74250	MICROSOFT STORE	Microsoft Pro Sig KB COMM ASKU SC	03/09/2023	0	323.98 00023557
5811-20-5811-74250	MICROSOFT STORE	Microsoft Pro8i5 8/128 CM Win11 SC E	03/09/2023	0	1,967.98 00023557
	Vendor Subtotal:				2,291.96
	Subtotal for FUND: 5811				44,253.85
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.02.2023	Optional Life	02/03/2023	0	47.00
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.02.2023	Optional Life	02/17/2023	0	47.00
	Vendor Subtotal:				94.00
7625-40-7625-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar		03/13/2023	0	23.27
	Vendor Subtotal:				23.27
7625-40-7625-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	48.66
7625-40-7625-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	15.92

			Vendor Subtotal:		64.58
7625-40-7625-52400	AMAZON.COM	Blue Towels for the Shop	03/09/2023	0	301.21 00023662
			Vendor Subtotal:		301.21
7625-40-7625-52720	HARMS OIL COMPANY	Gas for Tank #2	03/14/2023	0	19,932.04 00023718
			Vendor Subtotal:		19,932.04
7625-40-7625-52730	HARMS OIL COMPANY	Diesel for Tank #3	03/14/2023	0	21,901.14 00023752
			Vendor Subtotal:		21,901.14
7625-40-7625-52740	TITAN MACHINERY INC	Oil for 149	03/09/2023	0	100.00 00023756
7625-40-7625-52740	TITAN MACHINERY INC	Oil for 149	03/09/2023	0	100.00
			Vendor Subtotal:		200.00
7625-40-7625-52830	TCM BANK NA VISA	Harbor Freight - Tools for Tyler	03/14/2023	0	79.96
7625-40-7625-52830	TCM BANK NA VISA	Harbor Freight - Tools for Travis M	03/14/2023	0	59.99
			Vendor Subtotal:		139.95
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Fittings	03/09/2023	0	44.90
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Hose Flex/Coupler	03/13/2023	0	33.67
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Connector	03/13/2023	0	27.98
			Vendor Subtotal:		106.55
7625-40-7625-53210	NAPA OF MUSCATINE	Filter/Light/Brakes for Stock	03/09/2023	0	205.91 00023698
7625-40-7625-53210	NAPA OF MUSCATINE	Tune Up	03/09/2023	0	93.39
7625-40-7625-53210	NAPA OF MUSCATINE	Return	03/09/2023	0	-32.17
7625-40-7625-53210	NAPA OF MUSCATINE	Filter	03/09/2023	0	37.61
7625-40-7625-53210	NAPA OF MUSCATINE	Tune-Up	03/09/2023	0	93.39
7625-40-7625-53210	NAPA OF MUSCATINE	Fuel Filter	03/09/2023	0	32.17
7625-40-7625-53210	NAPA OF MUSCATINE	Fitting	03/14/2023	0	19.04
7625-40-7625-53210	NAPA OF MUSCATINE	Fitting	03/13/2023	0	9.52

			Vendor Subtotal:		458.86
7625-40-7625-53210	AMAZON.COM	Fuel Filter	03/09/2023	0	75.00
			Vendor Subtotal:		75.00
7625-40-7625-53210	CARQUEST OF MUSCATINE	Lubricant/Filters	03/09/2023	0	58.77
7625-40-7625-53210	CARQUEST OF MUSCATINE	Brake Clean	03/09/2023	0	54.72
			Vendor Subtotal:		113.49
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Fittings	03/09/2023	0	22.45
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Ignition Coil	03/09/2023	0	55.42
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Fittings	03/09/2023	0	44.90
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Lift Supports	03/09/2023	0	22.09
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Calipers for 744	03/09/2023	0	215.56 00023680
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hose/Clamp/Dye	03/09/2023	0	48.97
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Adapter	03/09/2023	0	2.07
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Lift Support	03/09/2023	0	22.09
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Core Return	03/09/2023	0	-92.00
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Belt/Alternator for #254	03/09/2023	0	429.25 00023581
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Engine Mount	03/13/2023	0	84.18
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Motor Mount for 725	03/13/2023	0	147.00 00023764
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	03/13/2023	0	-84.18
			Vendor Subtotal:		917.80
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	RR Tipper for 436	03/09/2023	0	3,692.55 00023711
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Guard Kit for Arm on 439	03/13/2023	0	361.50 00023271
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Shipping	03/13/2023	0	36.14
			Vendor Subtotal:		4,090.19
7625-40-7625-53220	NAPA OF MUSCATINE	Return	03/09/2023	0	-197.24
7625-40-7625-53220	NAPA OF MUSCATINE	Starter for 749	03/09/2023	0	202.71 00023710
7625-40-7625-53220	NAPA OF MUSCATINE	Fuel Hose/Filter/Spark Plug	03/09/2023	0	45.01
7625-40-7625-53220	NAPA OF MUSCATINE	Spark Plug	03/09/2023	0	8.08
7625-40-7625-53220	NAPA OF MUSCATINE	Fuel Filter	03/09/2023	0	9.73
7625-40-7625-53220	NAPA OF MUSCATINE	Rotors for 744	03/09/2023	0	160.44 00023681
7625-40-7625-53220	NAPA OF MUSCATINE	3 Batteries for 439	03/09/2023	0	375.00 00023694

7625-40-7625-53220	NAPA OF MUSCATINE	Batteries for 753	03/14/2023	0	0.06
7625-40-7625-53220	NAPA OF MUSCATINE	Wipers	03/14/2023	0	23.93
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	03/14/2023	0	5.06
7625-40-7625-53220	NAPA OF MUSCATINE	Batteries for 753	03/14/2023	0	408.00 00023798
7625-40-7625-53220	NAPA OF MUSCATINE	Light License Kit	03/13/2023	0	48.18
7625-40-7625-53220	NAPA OF MUSCATINE	Silicone Paste	03/13/2023	0	66.64
7625-40-7625-53220	NAPA OF MUSCATINE	Compressor	03/13/2023	0	16.89
Vendor Subtotal:					1,172.49
7625-40-7625-53220	GTG PETERBILT - DAVENPORT	Dis-Connect Switch for 439	03/09/2023	0	245.99 00023701
7625-40-7625-53220	GTG PETERBILT - DAVENPORT	Return	03/14/2023	0	-106.99
Vendor Subtotal:					139.00
7625-40-7625-53220	RAINBO OIL CO-JET BULK OIL	Drum Charge	03/09/2023	0	130.00
7625-40-7625-53220	RAINBO OIL CO-JET BULK OIL	55 Gallon of DEF for Transfer Station	03/09/2023	0	372.90 00023648
Vendor Subtotal:					502.90
7625-40-7625-53220	REEVES BATTERY SALES	Batteries for 15	03/09/2023	0	280.00 00023735
7625-40-7625-53220	REEVES BATTERY SALES	Battery for 725	03/09/2023	0	140.00 00023735
Vendor Subtotal:					420.00
7625-40-7625-53220	SENECA COMPANIES INC	Pump	03/09/2023	0	564.57
Vendor Subtotal:					564.57
7625-40-7625-53220	TRUCKS UNLIMITED INC	Air Fittings for #51	03/13/2023	0	0.16
7625-40-7625-53220	TRUCKS UNLIMITED INC	Air Fittings for #51	03/13/2023	0	107.00 00023776
Vendor Subtotal:					107.16
7625-40-7625-53220	SINCLAIR	Parts for WPCP Gator	03/14/2023	0	547.78 00023759
7625-40-7625-53220	SINCLAIR	Parts for WPCP Gator	03/14/2023	0	135.67
7625-40-7625-53220	SINCLAIR	Return	03/14/2023	0	-75.97
Vendor Subtotal:					607.48

7625-40-7625-53220	QUAD CITY SHARPENING	Band Saw Blades for Shop	03/14/2023	0	128.00 00023757
		Vendor Subtotal:			128.00
7625-40-7625-53220	HUPP TOYOTA LIFT	Repairs for 404	03/14/2023	0	1,096.26 00023649
		Vendor Subtotal:			1,096.26
7625-40-7625-53220	CARQUEST OF MUSCATINE	Hydraulic Interchange	03/13/2023	0	45.53
		Vendor Subtotal:			45.53
7625-40-7625-53220	EMAG MUSCATINE FD LLC	Gasket/Bolt	03/13/2023	0	24.90
		Vendor Subtotal:			24.90
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Tank/Cap	03/09/2023	0	82.03
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Valve	03/09/2023	0	41.54
		Vendor Subtotal:			123.57
7625-40-7625-53220	KEIZER-MORRIS INTERNATIONAL	Gauge	03/14/2023	0	92.05
		Vendor Subtotal:			92.05
7625-40-7625-65275	VERIZON	February GPS Charges	03/09/2023	0	17.45
		Vendor Subtotal:			17.45
7625-40-7625-67130	PLETCHER ENTERPRISES INC	Repairs Welding on 438	03/14/2023	0	1,863.74 00023603
		Vendor Subtotal:			1,863.74
7625-40-7625-67130	DOUGLAS C REIST	Tow #749	03/09/2023	0	80.00
		Vendor Subtotal:			80.00
7625-40-7625-67130	MIDWEST WIRELESS LLC	Radio Install and Repair on Buses	03/13/2023	0	478.80 00023722

			Vendor Subtotal:		478.80
7625-40-7625-67130	QUAD CITY TESTING LABORAORY	Annual Inspection of the lifts and Crane i	03/13/2023	0	680.00 00022814
			Vendor Subtotal:		680.00
7625-40-7625-67130	TRUCK AND AUTO REPAIR	Repair Brakes on RC13	03/09/2023	0	1,604.52 00023598
7625-40-7625-67130	TRUCK AND AUTO REPAIR	February Inspections	03/14/2023	0	281.00
			Vendor Subtotal:		1,885.52
7625-40-7625-67130	TRUCKS UNLIMITED INC	Spring Bushing Replacment in 48	03/13/2023	0	1,700.84 00023783
			Vendor Subtotal:		1,700.84
7625-40-7625-67130	MILLS CHEVROLET	Replace Glow Plug and Pan Gasket in 25	03/09/2023	0	1,342.20 00023741
			Vendor Subtotal:		1,342.20
7625-40-7625-67130	GARAGE 5SIX3	Alignment #744	03/09/2023	0	97.20
			Vendor Subtotal:		97.20
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #909	03/09/2023	0	15.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #754	03/09/2023	0	28.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #440	03/09/2023	0	88.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #RC14	03/09/2023	0	35.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #260	03/09/2023	0	98.95
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Front Tire for 440	03/09/2023	0	368.00 00023651
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 404	03/13/2023	0	143.25 00023784
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	03/13/2023	0	88.95
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #440	03/09/2023	0	48.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #400	03/09/2023	0	88.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	03/09/2023	0	88.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 725	03/09/2023	0	400.26 00023747
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 725	03/09/2023	0	84.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	03/14/2023	0	78.40
			Vendor Subtotal:		1,654.31

Subtotal for FUND: 7625				63,242.05	
7650-00-7650-61120	INSURANCE STRATEGIES CONSUL' 509A Actuarial Report		03/14/2023	0	975.00
Vendor Subtotal:					975.00
Subtotal for FUND: 7650					975.00
7921-00-7921-69900	TCM BANK NA VISA	HyVee - Understanding IEP Program Tax	03/14/2023	0	0.38
7921-00-7921-69900	TCM BANK NA VISA	Apple - I Cloud Monthly Fee Tax	03/14/2023	0	0.21
Vendor Subtotal:					0.59
Subtotal for FUND: 7921					0.59
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar		03/13/2023	0	13.05
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar		03/13/2023	0	8.57
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar		03/13/2023	0	12.57
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar		03/13/2023	0	6.59
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Ins Mar		03/13/2023	0	19.65
Vendor Subtotal:					60.43
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	10.84
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	3.10
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COBW LTD Mar		03/13/2023	0	1.55
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	25.21
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	18.23
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	14.72
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	13.60
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Mar		03/13/2023	0	8.89
Vendor Subtotal:					96.14
7940-00-7940-65240	MUSCATINE POWER & WATER	Jan-Feb Machlink	03/09/2023	0	123.98
Vendor Subtotal:					123.98

7940-00-7940-65275	VERIZON	February GPS Charges	03/09/2023	0	34.90
		Vendor Subtotal:			34.90
7940-00-7940-69200	PETTY CASH	Postage Due	03/14/2023	0	0.63
		Vendor Subtotal:			0.63
		Subtotal for FUND: 7940			316.08
7942-00-7942-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	1.25
		Vendor Subtotal:			1.25
7942-00-7942-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	1.44
		Vendor Subtotal:			1.44
		Subtotal for FUND: 7942			2.69
8180-90-8180-46200	RELIANCE STANDARD LIFE INS CO	Life Ins Mar	03/13/2023	0	2.88
		Vendor Subtotal:			2.88
8180-90-8180-46600	RELIANCE STANDARD LIFE INS CO	LTD Mar	03/13/2023	0	4.97
		Vendor Subtotal:			4.97
8180-90-8180-68300	CREDIT BUREAU MORTGAGE SVC	Down Payment Assistance Smith/Crull	03/13/2023	0	2,500.00
		Vendor Subtotal:			2,500.00
		Subtotal for FUND: 8180			2,507.85
8400-05-8400-74100	KARL CHEVROLET	Credit VIN 48000	03/14/2023	0	-6,000.00
8400-05-8400-74100	KARL CHEVROLET	Credit VIN 49184	03/14/2023	0	-16,000.00
8400-05-8400-74100	KARL CHEVROLET	2022 Chevy Tahoe-Police Squad	03/14/2023	0	36,816.00 00023745

Vendor Subtotal:					14,816.00
Subtotal for FUND: 8400					14,816.00
8750-01-8750-68300	Riverview Hotel Development	Riverview Reinvestment District Proceed	03/13/2023	0	53,923.53
Vendor Subtotal:					53,923.53
Subtotal for FUND: 8750					53,923.53
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 2/28/23	02/28/2023	0	3,215.27
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 2/28/23	02/28/2023	0	84.93
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 2/28/23	02/28/2023	0	4.23
Vendor Subtotal:					3,304.43
9002-90-9020-41400	IOWA NAHRO	Training - Jacobs	03/14/2023	0	375.00
9002-90-9020-41400	IOWA NAHRO	Training - Rinnert	03/14/2023	0	375.00
Vendor Subtotal:					750.00
9002-90-9020-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance	03/09/2023	0	37.50
Vendor Subtotal:					37.50
9002-90-9020-41500	TCM BANK NA VISA	Meal - Awbrey	03/14/2023	0	12.13
9002-90-9020-41500	TCM BANK NA VISA	CQ Hotels - Lodging	03/14/2023	0	120.93
9002-90-9020-41500	TCM BANK NA VISA	Meal - Awbrey	03/14/2023	0	25.20
9002-90-9020-41500	TCM BANK NA VISA	Meal - Awbrey	03/14/2023	0	13.23
9002-90-9020-41500	TCM BANK NA VISA	Meal - Awbrey	03/14/2023	0	18.59
9002-90-9020-41500	TCM BANK NA VISA	Meal - Awbrey	03/14/2023	0	10.00
9002-90-9020-41500	TCM BANK NA VISA	Parking - Awbrey	03/14/2023	0	12.50
9002-90-9020-41500	TCM BANK NA VISA	Parking - Awbrey	03/14/2023	0	8.00
Vendor Subtotal:					220.58
9002-90-9020-41901	AMAZON.COM	Document Organizer	03/09/2023	0	22.98

			Vendor Subtotal:		22.98
9002-90-9020-41902	QUILL CORPORATION	HP 138A (W1380A) Black Laserjet Tone	03/13/2023	0	113.38 00023683
			Vendor Subtotal:		113.38
9002-90-9020-41905	CITY OF MUSCATINE HOUSING RE'	February Postage	03/13/2023	0	16.20
			Vendor Subtotal:		16.20
9002-90-9020-41910	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 2/26/23	03/09/2023	0	703.68
			Vendor Subtotal:		703.68
9002-90-9020-41910	CROSSROADS INC.	Shredding	03/09/2023	0	11.00
			Vendor Subtotal:		11.00
9002-90-9020-41910	IMEG CORP	Site Visit to Discuss Projects Requiring E	03/09/2023	0	4,500.00 00022820
			Vendor Subtotal:		4,500.00
9002-90-9020-41914	MUSCATINE POWER & WATER	February Internet - Clark House	03/13/2023	0	82.97
			Vendor Subtotal:		82.97
9002-90-9020-43100	MUSCATINE POWER & WATER	February Water - Clark House	03/13/2023	0	274.60
			Vendor Subtotal:		274.60
9002-90-9020-43200	MUSCATINE POWER & WATER	February Electric - Clark House	03/13/2023	0	3,965.19
			Vendor Subtotal:		3,965.19
9002-90-9020-43700	ALLIANT ENERGY	February Gas - Clark House	03/09/2023	0	4,200.25
			Vendor Subtotal:		4,200.25

9002-90-9020-43900	MUSCATINE POWER & WATER	February Sewer - Clark House	03/13/2023	0	857.36
		Vendor Subtotal:			857.36
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 2/28/23	02/28/2023	0	1,997.40
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 2/28/23	02/28/2023	0	1,134.24
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 2/28/23	02/28/2023	0	4.55
		Vendor Subtotal:			3,136.19
9002-90-9020-44201	MENARDS (MUSC)	Pail/Grill Cleaner/Softsoap/Scour Pad/An	03/13/2023	0	93.14
		Vendor Subtotal:			93.14
9002-90-9020-44201	AMAZON.COM	Exhaust Filter	03/09/2023	0	14.99
9002-90-9020-44201	AMAZON.COM	Magnetic Window Cleaner	03/09/2023	0	86.99
		Vendor Subtotal:			101.98
9002-90-9020-44202	CITY OF MUSCATINE HOUSING RE'	February Fuel	03/09/2023	0	113.83
		Vendor Subtotal:			113.83
9002-90-9020-44204	MENARDS (MUSC)	Faucet Line	03/09/2023	0	90.94
		Vendor Subtotal:			90.94
9002-90-9020-44204	AMAZON.COM	Elevator Door Key	03/14/2023	0	29.88
9002-90-9020-44204	AMAZON.COM	Wallplate	03/09/2023	0	46.88
		Vendor Subtotal:			76.76
9002-90-9020-44205	AMAZON.COM	Wall Plate Adpater	03/09/2023	0	43.36
		Vendor Subtotal:			43.36
9002-90-9020-44206	MENARDS (MUSC)	Nipple/Curtain Pins	03/09/2023	0	60.48

		Vendor Subtotal:			60.48
9002-90-9020-44206	PLUMB SUPPLY COMPANY	White Seat	03/09/2023	0	88.82
9002-90-9020-44206	PLUMB SUPPLY COMPANY	Bowl Ring	03/09/2023	0	15.63
		Vendor Subtotal:			104.45
9002-90-9020-44207	SHERWIN WILLIAMS	Paint	03/09/2023	0	13.69
		Vendor Subtotal:			13.69
9002-90-9020-44208	KELLY HEATING COOLING & PLBG	Service Call CH 503	03/09/2023	0	85.00
		Vendor Subtotal:			85.00
9002-90-9020-44208	AMAZON.COM	Thermostat	03/09/2023	0	43.15
		Vendor Subtotal:			43.15
9002-90-9020-44215	MENARDS (MUSC)	Safety Cone	03/14/2023	0	95.96
		Vendor Subtotal:			95.96
9002-90-9020-44301	CITY OF MUSCATINE HOUSING RE	February Refuse	03/09/2023	0	8.40
		Vendor Subtotal:			8.40
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	03/13/2023	0	100.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	03/13/2023	0	600.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 3-9-23 Bed Bug Follow Ups: 602/30	03/13/2023	0	200.00 00023733
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #510	03/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #513	03/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 2-23-23 1107/803/602/304/303 Bed	03/09/2023	0	500.00 00023600
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #401	03/09/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #510	03/09/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #513	03/09/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #703	03/09/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 2-23-23 CH 603 Bed Bug Initial	03/09/2023	0	250.00 00023636

		Vendor Subtotal:		1,770.00
9002-90-9020-44306	CITY OF MUSCATINE HOUSING RE'February Vehicle Repair	03/09/2023	0	57.95
		Vendor Subtotal:		57.95
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA'Quarterly Maintenance	03/09/2023	0	1,090.32
		Vendor Subtotal:		1,090.32
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 807 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 802 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 200 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 400 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 805 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 604 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 702 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 315 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 512 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 509 Heat Coil Wiring	03/09/2023	0	125.00 00023609
9002-90-9020-44308	KELLY HEATING COOLING & PLBGCH 513 Heat Coil Wiring	03/09/2023	0	125.00 00023609
		Vendor Subtotal:		1,375.00
9002-90-9020-44311	KELLY HEATING COOLING & PLBGCH 1104 Delta Shower Valve	03/13/2023	0	198.20 00023699
9002-90-9020-44311	KELLY HEATING COOLING & PLBGCH 1104 Installation Supplies	03/13/2023	0	113.58 00023699
9002-90-9020-44311	KELLY HEATING COOLING & PLBGCH 1104 Installation Labor	03/13/2023	0	595.00 00023699
9002-90-9020-44311	KELLY HEATING COOLING & PLBGLeak In Ceiling CH Women's Bathroom	03/09/2023	0	85.00
		Vendor Subtotal:		991.78
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'Unemployment 2/28/23	02/28/2023	0	58.31
		Vendor Subtotal:		58.31
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'FICA 2/28/23	02/28/2023	0	486.23
		Vendor Subtotal:		486.23

9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'IPERS 2/28/23		02/28/2023	0	608.00
		Vendor Subtotal:			608.00
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 505 Graber 1 Inch Supreme 8 Gauge	03/09/2023	0	37.50 00022374
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 505 Graber 1 Inch Supreme 8 Gauge	03/09/2023	0	555.87 00022374
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 705 Graber 1 Inch Supreme 8Gauge /	03/09/2023	0	370.58 00023025
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	Service Fee	03/09/2023	0	25.00
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 705 Tearout VCT per ft. ²	03/09/2023	0	237.00 00023023
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 705 Cove Base Trim Installation per l	03/09/2023	0	144.00 00023023
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 705 Cove Base Trim per Linear ft.	03/09/2023	0	180.00 00023023
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 705 Floor Prep Supplies/Glue per 10	03/09/2023	0	65.98 00023023
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 705 Chassis Advantage Plank Installa	03/09/2023	0	918.75 00023023
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 705 Floor Prep Labor per Hour	03/09/2023	0	100.00 00023023
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 705 Chassis Advantage Plank per ft. ²	03/09/2023	0	1,044.75 00023023
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 804 Carpet Tear Out per yd ²	03/09/2023	0	233.32 00023156
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 405 Base Trim Removal per Linear ft	03/09/2023	0	144.00 00023156
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 804 Base Trim Removal per Linear ft	03/09/2023	0	144.00 00023156
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 405 Carpet Tear out per yd ²	03/09/2023	0	233.32 00023156
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 Chassis Adv. Plank Installtion pe	03/09/2023	0	903.00 00023422
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 Cove Base Installation per Linea	03/09/2023	0	160.00 00023422
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 Tearout VCT per ft ²	03/09/2023	0	232.50 00023422
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 Cove Base per Linear ft	03/09/2023	0	240.00 00023422
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 Floor Prep Labor per Hour	03/09/2023	0	200.00 00023422
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	Graber 1 Inch Supreme 8 Gauge Aluminu	03/09/2023	0	370.58 00022855
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	Graber 1 Inch Supreme 8 Gauge Aluminu	03/09/2023	0	25.00 00022855
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 405 Living Room Blinds	03/09/2023	0	370.58 00022598
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 405 Living Room Blinds Install	03/09/2023	0	25.00 00022598
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 Chassis Adv. Plank per ft ²	03/09/2023	0	1,026.84 00023422
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 Floor Prep Glue per 10 lb Pail	03/09/2023	0	131.96 00023422
		Vendor Subtotal:			8,119.53
		Subtotal for FUND: 9002			37,684.57
9004-00-0000-20200	CITY OF MUSCATINE	Hershey Management Fee July	03/13/2023	0	2,105.00
9004-00-0000-20200	CITY OF MUSCATINE	Hershey Management Fee August	03/13/2023	0	1,946.15
9004-00-0000-20200	CITY OF MUSCATINE	Hershey Management Fee September	03/13/2023	0	2,160.80
9004-00-0000-20200	CITY OF MUSCATINE	Hershey Management Fee October	03/13/2023	0	1,869.04
		Vendor Subtotal:			8,080.99

9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 2/28/23	02/28/2023	0	959.61
		Vendor Subtotal:			959.61
9004-90-9040-41904	CENTURYLINK	March Phones - Hershey	03/13/2023	0	150.03
		Vendor Subtotal:			150.03
9004-90-9040-41910	CROSSROADS INC.	Shredding	03/09/2023	0	11.00
		Vendor Subtotal:			11.00
9004-90-9040-41910	TENANT REPORTS.COM LLC	Background Checks	03/13/2023	0	25.00
		Vendor Subtotal:			25.00
9004-90-9040-41914	MUSCATINE POWER & WATER	February Internet - Hershey	03/13/2023	0	83.18
		Vendor Subtotal:			83.18
9004-90-9040-43100	MUSCATINE POWER & WATER	February Water - Hershey	03/13/2023	0	113.95
		Vendor Subtotal:			113.95
9004-90-9040-43200	MUSCATINE POWER & WATER	February Electric - Hershey	03/13/2023	0	2,158.37
		Vendor Subtotal:			2,158.37
9004-90-9040-43900	MUSCATINE POWER & WATER	February Sewer - Hershey	03/13/2023	0	252.56
		Vendor Subtotal:			252.56
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 2/28/23	02/28/2023	0	1,204.88
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 2/28/23	02/28/2023	0	12.03
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 2/28/23	02/28/2023	0	998.69
		Vendor Subtotal:			2,215.60

9004-90-9040-44201	MENARDS (MUSC)	Floor Stripper/Paper Towels	03/09/2023	0	85.05
		Vendor Subtotal:			85.05
9004-90-9040-44202	CITY OF MUSCATINE HOUSING RE	February Fuel	03/09/2023	0	56.91
		Vendor Subtotal:			56.91
9004-90-9040-44203	TCM BANK NA VISA	Zoro - Battery	03/14/2023	0	53.68
9004-90-9040-44203	TCM BANK NA VISA	Zoro - Battery	03/14/2023	0	53.68
		Vendor Subtotal:			107.36
9004-90-9040-44205	MENARDS (MUSC)	Bulbs	03/14/2023	0	79.99
		Vendor Subtotal:			79.99
9004-90-9040-44206	PLUMB SUPPLY COMPANY	Unit Bag/Tank Bolt Kit	03/09/2023	0	12.54
9004-90-9040-44206	PLUMB SUPPLY COMPANY	White Seat	03/09/2023	0	78.53
		Vendor Subtotal:			91.07
9004-90-9040-44206	AMAZON.COM	Stopper Assembly	03/14/2023	0	30.15
		Vendor Subtotal:			30.15
9004-90-9040-44215	MENARDS (MUSC)	Safety Cone	03/14/2023	0	95.96
		Vendor Subtotal:			95.96
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	03/13/2023	0	300.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	03/13/2023	0	50.00
		Vendor Subtotal:			350.00
9004-90-9040-44304	CLARK HOUSE	Snow Removal 2023	03/13/2023	0	600.00

			Vendor Subtotal:		600.00
9004-90-9040-44306	CITY OF MUSCATINE HOUSING RE	February Vehicle Repair	03/09/2023	0	28.98
			Vendor Subtotal:		28.98
9004-90-9040-44307	SCHUMACHER ELEVATOR COMPA	Quarterly Maintenance	03/09/2023	0	325.32
			Vendor Subtotal:		325.32
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 2/28/23	02/28/2023	0	28.55
			Vendor Subtotal:		28.55
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE	FICA 2/28/23	02/28/2023	0	235.60
			Vendor Subtotal:		235.60
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE	IPERS 2/28/23	02/28/2023	0	299.73
			Vendor Subtotal:		299.73
9004-90-9040-75500	JL BRADY CO LLC	HVAC #3	03/13/2023	0	109,406.70
			Vendor Subtotal:		109,406.70
9004-90-9040-75500	DESIGN ENGINEERS, P.C.	HVAC Upgrade	03/09/2023	0	2,100.00
			Vendor Subtotal:		2,100.00
			Subtotal for FUND: 9004		127,971.66
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit February J Fisher 2708 C B	03/09/2023	0	52.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit February A Huscko 2812 D	03/09/2023	0	70.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit February I Sherrill 2908 C I	03/09/2023	0	29.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit February L Tatum 2700 C I	03/09/2023	0	89.00

			Vendor Subtotal:		240.00
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 2/28/23	02/28/2023	0	1,795.71
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 2/28/23	02/28/2023	0	84.93
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 2/28/23	02/28/2023	0	2.60
			Vendor Subtotal:		1,883.24
9006-90-9060-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance	03/09/2023	0	25.00
			Vendor Subtotal:		25.00
9006-90-9060-41904	MUSCATINE POWER & WATER	February Phones - Sunset Park	03/13/2023	0	48.98
			Vendor Subtotal:		48.98
9006-90-9060-41904	TCM BANK NA VISA	Google - Google Voice	03/14/2023	0	12.02
			Vendor Subtotal:		12.02
9006-90-9060-41910	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 3/5/23	03/09/2023	0	879.60
			Vendor Subtotal:		879.60
9006-90-9060-41910	CROSSROADS INC.	Shredding	03/09/2023	0	11.00
			Vendor Subtotal:		11.00
9006-90-9060-41910	TENANT REPORTS.COM LLC	Background Checks	03/13/2023	0	10.00
			Vendor Subtotal:		10.00
9006-90-9060-41914	MUSCATINE POWER & WATER	February Internet - Sunset Park	03/13/2023	0	82.97
			Vendor Subtotal:		82.97
9006-90-9060-43100	MUSCATINE POWER & WATER	February Water - 2806 F	03/13/2023	0	21.99

			Vendor Subtotal:		21.99
9006-90-9060-43200	MUSCATINE POWER & WATER	February Electric - Sunset Park	03/13/2023	0	59.90
9006-90-9060-43200	MUSCATINE POWER & WATER	February Electric - 2806 F	03/13/2023	0	136.06
			Vendor Subtotal:		195.96
9006-90-9060-43900	MUSCATINE POWER & WATER	February Sewer - 2806 F	03/13/2023	0	32.06
			Vendor Subtotal:		32.06
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 2/28/23	02/28/2023	0	2,260.14
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 2/28/23	02/28/2023	0	6.17
			Vendor Subtotal:		2,266.31
9006-90-9060-44201	MENARDS (MUSC)	Compound Pail/Water/Strap	03/13/2023	0	93.89
9006-90-9060-44201	MENARDS (MUSC)	Outlet/Scour Pad/Bounty	03/09/2023	0	92.54
			Vendor Subtotal:		186.43
9006-90-9060-44202	CITY OF MUSCATINE HOUSING RE'	February Fuel	03/09/2023	0	56.91
			Vendor Subtotal:		56.91
9006-90-9060-44204	MENARDS (MUSC)	Door Stop/Teflon	03/14/2023	0	23.85
9006-90-9060-44204	MENARDS (MUSC)	Finishing Nails/Door Stop	03/14/2023	0	38.43
9006-90-9060-44204	MENARDS (MUSC)	SS Light Bulb Stock (Sylvania® 60-Watt	03/14/2023	0	267.60 00023731
			Vendor Subtotal:		329.88
9006-90-9060-44204	PLUMB SUPPLY COMPANY	Grab Bar/Flange	03/09/2023	0	27.41
			Vendor Subtotal:		27.41
9006-90-9060-44204	AMAZON.COM	SS Interior Door Handles StockProbrico (	03/13/2023	0	102.40 00023729
9006-90-9060-44204	AMAZON.COM	SS Interior Door Handles Stock(Probrico	03/13/2023	0	138.59 00023729

		Vendor Subtotal:			240.99
9006-90-9060-44206	HD SUPPLY FACILITIES MAINT	Handle/Valve Stem Assembly	03/13/2023	0	98.78
		Vendor Subtotal:			98.78
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Connector	03/09/2023	0	7.82
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Drain Cleaner	03/09/2023	0	99.78
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Toilet Repair Kit	03/09/2023	0	28.65
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Snap Bolt	03/13/2023	0	11.48
		Vendor Subtotal:			147.73
9006-90-9060-44206	AMAZON.COM	Tub/Shower Cartridge/Valve Stem	03/09/2023	0	53.77
		Vendor Subtotal:			53.77
9006-90-9060-44218	AMAZON.COM	Adaptive Defrost Control Board	03/09/2023	0	31.99
		Vendor Subtotal:			31.99
9006-90-9060-44301	CITY OF MUSCATINE HOUSING RE	February Refuse	03/09/2023	0	63.00
		Vendor Subtotal:			63.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control #2800 A	03/13/2023	0	20.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 3-9-23 Bed Bug Gollow 2800D	03/13/2023	0	100.00 00023733
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	03/13/2023	0	500.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	03/13/2023	0	50.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control #2804A	03/09/2023	0	20.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 2-23-23 2800D 10th Bed Bug Follo	03/09/2023	0	100.00 00023600
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control #2800A	03/09/2023	0	20.00
		Vendor Subtotal:			810.00
9006-90-9060-44306	CITY OF MUSCATINE HOUSING RE	February Vehicle Repair	03/09/2023	0	28.97
		Vendor Subtotal:			28.97

9006-90-9060-44310	BRIAN MATHIS	SS 2708B Fiberglass Tub Repair (2" area	03/09/2023	0	185.00 00023665
		Vendor Subtotal:			185.00
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Sewer Backup Mechanical Room 2900 D	03/09/2023	0	160.00
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	No Hot Water 2812-C	03/09/2023	0	85.00
		Vendor Subtotal:			245.00
9006-90-9060-44318	BURNS & SON'S DIRECT APPLIANC	Service Call	03/14/2023	0	79.00
		Vendor Subtotal:			79.00
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 2/28/23	02/28/2023	0	37.61
		Vendor Subtotal:			37.61
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'	FICA 2/28/23	02/28/2023	0	307.01
		Vendor Subtotal:			307.01
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 2/28/23	02/28/2023	0	391.69
		Vendor Subtotal:			391.69
		Subtotal for FUND: 9006			9,030.30
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 2/28/23	02/28/2023	0	679.45
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 2/28/23	02/28/2023	0	6.83
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 2/28/23	02/28/2023	0	4,156.93
		Vendor Subtotal:			4,843.21
9007-90-9070-41400	IOWA NAHRO	Training - Cruz	03/14/2023	0	375.00
9007-90-9070-41400	IOWA NAHRO	Training - Dietrich	03/14/2023	0	375.00
		Vendor Subtotal:			750.00

9007-90-9070-41400	TCM BANK NA VISA	Nan McKay - Registration	03/14/2023	0	150.00
9007-90-9070-41400	TCM BANK NA VISA	NAHRO - Registration	03/14/2023	0	545.00
Vendor Subtotal:					695.00
9007-90-9070-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance	03/09/2023	0	12.50
Vendor Subtotal:					12.50
9007-90-9070-41500	TCM BANK NA VISA	CQ Hotels - Lodging	03/14/2023	0	120.93
9007-90-9070-41500	TCM BANK NA VISA	Southwest - Flight to Conference	03/14/2023	0	287.96
9007-90-9070-41500	TCM BANK NA VISA	Parking - Rinnert	03/14/2023	0	8.00
9007-90-9070-41500	TCM BANK NA VISA	Meal - Rinnert	03/14/2023	0	18.60
9007-90-9070-41500	TCM BANK NA VISA	Meal - Rinnert	03/14/2023	0	10.00
9007-90-9070-41500	TCM BANK NA VISA	Meal - Rinnert	03/14/2023	0	12.14
9007-90-9070-41500	TCM BANK NA VISA	Parking Pass - Rinnert	03/14/2023	0	12.50
9007-90-9070-41500	TCM BANK NA VISA	Meal - Rinnert	03/14/2023	0	25.20
9007-90-9070-41500	TCM BANK NA VISA	Meal - Rinnert	03/14/2023	0	13.22
Vendor Subtotal:					508.55
9007-90-9070-41901	AMAZON.COM	Shipping Labels	03/09/2023	0	28.98
9007-90-9070-41901	AMAZON.COM	Twin Pocket Folders	03/09/2023	0	43.96
9007-90-9070-41901	AMAZON.COM	Adding Machine Tape	03/09/2023	0	25.99
Vendor Subtotal:					98.93
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE'	MPW Jan Base PRI	03/09/2023	0	70.54
Vendor Subtotal:					70.54
9007-90-9070-41905	CITY OF MUSCATINE HOUSING RE'	February Postage	03/13/2023	0	242.34
Vendor Subtotal:					242.34
9007-90-9070-41907	TCM BANK NA VISA	Remarkable - Monthly Fee Transaction F	03/14/2023	0	0.09
9007-90-9070-41907	TCM BANK NA VISA	Remarkable - Monthly Fee	03/14/2023	0	3.20
Vendor Subtotal:					3.29

9007-90-9070-41910	CROSSROADS INC.	Shredding	03/09/2023	0	22.00
		Vendor Subtotal:			22.00
9007-90-9070-41910	TENANT REPORTS.COM LLC	Background Checks	03/13/2023	0	30.00
		Vendor Subtotal:			30.00
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 2/28/23	02/28/2023	0	43.69
		Vendor Subtotal:			43.69
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE'	FICA 2/28/23	02/28/2023	0	356.88
		Vendor Subtotal:			356.88
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 2/28/23	02/28/2023	0	457.20
		Vendor Subtotal:			457.20
9007-90-9070-47150	MUSCATINE HOUSING LTD PARTN	New HAP J Gonzalez Sept - March	03/13/2023	0	3,346.00
		Vendor Subtotal:			3,346.00
9007-90-9070-47150	MUSCATINE POWER & WATER	Utility Reimb J Chesmore	03/13/2023	0	94.00
9007-90-9070-47150	MUSCATINE POWER & WATER	Utility Reimb T James	03/13/2023	0	105.00
9007-90-9070-47150	MUSCATINE POWER & WATER	Utility Reimb A Bothard	03/13/2023	0	39.00
9007-90-9070-47150	MUSCATINE POWER & WATER	Utility Reimb A Bothard	03/13/2023	0	17.00
		Vendor Subtotal:			255.00
9007-90-9070-47150	RCN LLC	New HAP J Chapman Full March	03/13/2023	0	375.00
		Vendor Subtotal:			375.00
9007-90-9070-47150	KEMPEN REAL ESTATE LLC	New HAP J Chesmore Full March 7 of 28	03/13/2023	0	1,025.00
9007-90-9070-47150	KEMPEN REAL ESTATE LLC	New HAP T James Full March	03/13/2023	0	990.00

Vendor Subtotal:					2,015.00
9007-90-9070-47150	JAMES WOEPKING	New HAP R Kirk Full March 5 of 28 Day	03/13/2023	0	999.00
Vendor Subtotal:					999.00
9007-90-9070-47150	JOSIAH MARK ANDERSON	New HAP Cook Full March 8 of 28 Days	03/13/2023	0	586.00
Vendor Subtotal:					586.00
9007-90-9070-47150	NEW ERA HOLDINGS LLC	New HAP D Peterson Full March	03/13/2023	0	459.00
Vendor Subtotal:					459.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP J Ford Full March 5 of 28 Day	03/13/2023	0	948.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP J Salek Full March 12 of 28 D.	03/13/2023	0	133.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP M Saylee Full March 2 of 28 I	03/13/2023	0	671.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP C Washington Full Feb & Mar	03/13/2023	0	1,197.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP J Burhop Full March 16 of 28	03/13/2023	0	891.00
Vendor Subtotal:					3,840.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 2/28/23	02/28/2023	0	1,692.80
Vendor Subtotal:					1,692.80
9007-90-9071-41904	TCM BANK NA VISA	Adobe - Refund	03/14/2023	0	-14.39
9007-90-9071-41904	TCM BANK NA VISA	Google - Google Voice	03/14/2023	0	24.06
Vendor Subtotal:					9.67
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 2/28/23	02/28/2023	0	15.22
Vendor Subtotal:					15.22
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'	FICA 2/28/23	02/28/2023	0	126.47

				Vendor Subtotal:	126.47
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'IPERS 2/28/23	02/28/2023	0		159.80
				Vendor Subtotal:	159.80
				Subtotal for FUND: 9007	22,013.09
				Report Total:	1,047,705.66

3/3/2023	ACH Payroll	Mission Square ICMA	11,422.16
3/3/2023	ACH Payroll	Mission Square ICMA RC	1,392.53
3/3/2023	ACH Payroll	Municipal Fire & Police	76,982.52
3/3/2023	ACH Payroll	Nationwide	4,615.00
3/3/2023	PAYROLL CHECKS	AFA Flex Billing	5,351.82
3/3/2023	PAYROLL CHECKS	AFLAC	687.28
3/3/2023	PAYROLL CHECKS	Allstate	39.14
3/3/2023	PAYROLL CHECKS	American Fidelity	3,110.71
3/3/2023	PAYROLL CHECKS	City of Muscatine	9,989.79
3/3/2023	PAYROLL CHECKS	Clerk of Court	150.00
3/3/2023	PAYROLL CHECKS	Musc. Co Sheriff	166.17
3/3/2023	PAYROLL CHECKS	Police & Fire Ins	194.94
3/3/2023	PAYROLL CHECKS	State of IL	198.40
3/3/2023	PAYROLL CHECKS	United Way	77.00
3/10/2023	Special CKS	Taylor Nichols	5.00
3/10/2023	Special CKS	Minnat Patel	75.00
3/10/2023	Special CKS	Worker's Comp	1,921.52

City of Muscatine Receipts
For the Month of October 2022

Department Receipts:	
Finance	\$ 1,056,242.98
Parks	8,513.25
Fire & Ambulance	228,726.07
Building & Zoning	65,266.90
Police	626.75
Art Center	1,742.00
Library	75,830.86
Cemetery	732.05
Golf Course	58,658.70
Transfer Station	29,704.40
Parking Meters	3,411.53
Parking Fines	5,432.14
Transit Fares	8,555.29
Sewer & Sanitation - Collected by MPW	590,352.42
Direct Deposits:	
ATE Fines	63,912.60
Franchise Fees	29,690.90
Property Tax	5,848,994.55
Road Use Tax	274,098.39
Local Option Tax	203,837.43
Grants and Reimbursements	36,898.03
Interest	42,198.34
Housing Reimbursements	84,805.56
Subtotal	\$ 8,718,231.14
Housing Programs:	
Voucher Program:	
HUD Grant	\$ 178,418.79
Interest	368.50
Reimbursements	419.00
Other	910.45
Clark House:	
HUD Grant	24,868.13
Interest	1,402.74
Tenant Payments	25,871.00
Other	2,599.00
Sunset Park:	
HUD Grant	19,524.59
Tenant Payments	17,347.00
Subtotal	\$ 271,729.20
Interdepartmental Receipts	1,438,219.16
TOTAL	\$ 10,428,179.50

City of Muscatine Receipts
For the Month of October 2022

Reconciliation not to be published

Reconciliation

Receipts Entered	\$7,327,554.35
Register Receipts	1,054,485.48
B&Z Register Receipts	65,266.90
Fire Register Receipts	228,726.07
General Interest	42,198.34
Housing:	
Voucher	180,116.74
Clark House	54,740.87
Sunset Park	36,871.59
Journal Entries	<u>1,438,219.16</u>
TOTAL	<u><u>\$ 10,428,179.50</u></u>

Journal Entries - July, 2022

July Health Insurance Cost Distribution	\$ 301,197.53
July Dental Insurance Cost Distribution	6,568.62
July Fuel and Maintenance Charges	115,053.30
July Office Supply Charges	114.54
July Housing, Parking & Library Postage Charges	610.48
City CVB Allocation 1st Quarter	37,079.00
July Transfer Station Charges to City Departments	45,523.87
Employee Benefits Funds for July Police and Fire Pension Contributions	121,611.09
Employee Benefits Funds for July FICA, IPERS and Unemployment	71,677.54
Employee Benefits Funds for July Employee Insurance Costs	182,498.42
Road Use Tax Funds for Street Expenditures	164,978.78
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
July Golf Course Refuse Collection Charges	242.00
July Airport Refuse Collection Charges	75.00
July WPCP Refuse Collection Charges	92.00
July Papoose Lift Station Refuse Collection Charges	102.00
July Transfer Station Landfill Charges	92,105.15
Transfer Station Building Rental-July	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,507.66
HIDTA Vehicle Lease-July	600.00
Total July Journal Entries	<u><u>\$ 1,321,646.99</u></u>

Journal Entries - August, 2022

August Health Insurance Cost Distribution	\$ 297,986.43
August Dental Insurance Cost Distribution	6,440.70
August Fuel and Maintenance Charges	123,149.80
August Office Supply Charges	61.15
August Housing, Parking & Library Postage Charges	752.10
August Transfer Station Charges to City Departments	55,735.74
Employee Benefits Funds for August Police and Fire Pension Contributions	111,949.12
Employee Benefits Funds for August FICA, IPERS and Unemployment	64,300.63
Employee Benefits Funds for August Employee Insurance Costs	180,447.79
Road Use Tax Funds for Street Expenditures	296,910.69
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
August Golf Course Refuse Collection Charges	242.00
August Airport Refuse Collection Charges	75.00
August WPCP Refuse Collection Charges	92.00
August Papoose Lift Station Refuse Collection Charges	102.00
August Transfer Station Landfill Charges	205,958.96
Transfer Station Building Rental-August	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,325.68
HIDTA Vehicle Lease-August	600.00
Total August Journal Entries	<u><u>\$ 1,526,139.80</u></u>

Journal Entries - September, 2022

September Health Insurance Cost Distribution	\$ 296,086.14
September Dental Insurance Cost Distribution	6,505.16
September Fuel and Maintenance Charges	111,449.10
September Office Supply Charges	69.29
September Housing, Parking & Library Postage Charges	988.97
September Transfer Station Charges to City Departments	49,432.52
Employee Benefits Funds for September Police and Fire Pension Contributions	112,047.00
Employee Benefits Funds for September FICA, IPERS and Unemployment	60,915.55
Employee Benefits Funds for September Employee Insurance Costs	181,433.83
Employee Benefits Funds for Fire Retiree Medical Costs	15,663.45
Health Insurance Funds for Wellness Program	11,066.89
Employee Benefits Funds for FY 2023 Workers Compensation	42,105.00
Workers Compensation Allocation FY 2022/2023	158,869.00
Emergency Tax Levy Collections to General Fund-September	28,616.87
Road Use Tax Funds for Street Expenditures	177,025.21
WPCP Lab Fees for Golf Course	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
September Golf Course Refuse Collection Charges	242.00
September Airport Refuse Collection Charges	75.00
September WPCP Refuse Collection Charges	92.00
September Papoose Lift Station Refuse Collection Charges	102.00
September Transfer Station Landfill Charges	103,161.20
Transfer Station Building Rental-September	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,325.68
1st Quarter Administrative Fees-Enterprise Funds	527,700.00
1st Quarter Equipment Replacement Allocation	62,500.00
1st Quarter Computer Replacement Allocation	10,000.00
HIDTA Vehicle Lease-September	600.00
Total September Journal Entries	<u><u>\$ 2,138,081.87</u></u>

Journal Entries - October 2022

October Health Insurance Cost Distribution	\$ 300,248.41
October Dental Insurance Cost Distribution	6,691.89
October Fuel and Maintenance Charges	103,315.21
October Housing, Parking & Library Postage Charges	695.05
CVB Allocation 2nd Quarter	37,079.00
October Transfer Station Charges to City Departments	46,722.53
Employee Benefits Funds for October Police and Fire Pension Contributions	110,904.19
Employee Benefits Funds for October FICA, IPERS and Unemployment	63,100.63
Employee Benefits Funds for October Employee Insurance Costs	182,803.97
Transit Tax Levy Collections to Transit-October	86,674.09
Road Use Tax Funds for Street Expenditures	218,347.98
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Funds to Sewer Systems Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
October Golf Course Refuse Collection Charges	242.00
October Airport Refuse Collection Charges	75.00
October WPCP Refuse Collection Charges	92.00
October Papoose Lift Station Refuse Collection Charges	102.00
October Transfer Station Landfill Charges	98,833.27
Transfer Station Building Rental-October	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel	1,706.93
HIDTA Vehicle Lease-October	600.00
Total October Journal Entries	<u><u>\$ 1,438,219.16</u></u>

Journal Entries - November 2021

November Health Insurance Cost Distribution	\$ 282,965.27
November Dental Insurance Cost Distribution	6,219.66
November Fuel and Maintenance Charges	87,020.68
November Housing, Parking & Library Postage Charges	681.84
November Engineering Service Charges	11,095.84
November Transfer Station Charges to City Departments	47,331.58
Employee Benefits Funds for November Police and Fire Pension Contributions	166,969.35
Employee Benefits Funds for November FICA, IPERS and Unemployment	61,796.90
Employee Benefits Funds for November Employee Insurance Costs	175,462.95
Road Use Tax Funds for Street Expenditures	234,813.87
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Funds to Sewer Systems Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
November Golf Course Refuse Collection Charges	242.00
November Airport Refuse Collection Charges	75.00
November WPCP Refuse Collection Charges	92.00
November Papoose Lift Station Refuse Collection Charges	102.00
November Transfer Station Landfill Charges	96,082.53
Transfer Station Building Rental-November	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-November	1,179.33
HIDTA Vehicle Lease-November	600.00
Insurance Allocation for FY 2021/2022	<u>468,270.00</u>
Total November Journal Entries	<u><u>\$ 1,820,230.81</u></u>

Journal Entries - December 2021

December Health Insurance Cost Distribution	\$ 283,301.03
December Dental Insurance Cost Distribution	6,187.73
December Fuel and Maintenance Charges	98,232.43
December Housing, Parking & Library Postage Charges	437.12
December Transfer Station Charges to City Departments	46,666.55
Employee Benefits Funds for December Police and Fire Pension Contributions	176,656.71
Employee Benefits Funds for December FICA, IPERS and Unemployment	88,901.31
Employee Benefits Funds for December Employee Insurance Costs	175,823.71
Emergency Tax Levy Collections to General Fund July-December	75,040.74
2nd Quarter Administrative Fees-Enterprise Funds	501,525.00
2nd Quarter General Fund Equipment Replacement Allocation	62,500.00
2nd Quarter General Fund Computer Replacement Allocation	12,500.00
Road Use Tax Funds for Street Expenditures	237,953.57
Health Insurance Funds for Wellness Program	12,952.76
Employee Benefits Funds for Fire Retiree Medical Costs	14,337.05
Cleaning Supply Charges July-December	3,429.96
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Testing-Biosolids-December	
WPCP Yearly Permit - Transfer Station	
WPCP Lab Fees for Golf Course	
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
December Golf Course Refuse Collection Charges	242.00
December Airport Refuse Collection Charges	75.00
December WPCP Refuse Collection Charges	92.00
December Papoose Lift Station Refuse Collection Charges	102.00
December Transfer Station Landfill Charges	95,773.42
Transfer Station Building Rental-December	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-December	1,310.05
Landfill Surcharge Part I for Landfill Expenses July-September	5,622.49
Landfill Surcharge Part I to Reserve July-September	5,622.49
Landfill Surcharge Part II to Reserve July-September	11,807.23
HIDTA Vehicle Lease-December	600.00
Total December Journal Entries	<u><u>\$ 2,096,922.36</u></u>

Journal Entries - January, 2022

January Health Insurance Cost Distribution	\$ 293,821.08
January Dental Insurance Cost Distribution	6,342.01
January Fuel and Maintenance Charges	98,444.57
November Office Supply Charges	112.35
December Office Supply Charges	202.87
January Office Supply Charges	167.64
January Housing, Parking & Library Postage Charges	728.47
January Engineering Service Charges	5,620.72
CVB Allocation 3rd Quarter	23,403.00
January Transfer Station Charges to City Departments	40,818.06
Employee Benefits Funds for January Police and Fire Pension Contributions	114,227.89
Employee Benefits Funds for January FICA, IPERS and Unemployment	61,434.40
Employee Benefits Funds for January Employee Insurance Costs	179,296.54
Employee Benefits Funds for FY22 Police and Fire Medical Insurance	60,366.60
Employee Benefits Funds-RHS Retirement Contributions	36,601.52
Transit Tax Levy Collections to Transit-January	1,776.91
Health Insurance Admin Fee FY22	3,000.00
Road Use Tax Funds for Street Expenditures	230,185.41
Road Use Tax Funds for New Sidewalk Program	19,031.25
Local Option Sales Tax Funds to West Hill Sewer Project	1,424,973.90
Local Option Pavement Management Allocation FY22	774,939.97
Local Option Pavement Management Funds for FY22 Pavement Management Projects	176,471.87
WPCP Funds to Replacement Reserve	33,333.33
WPCP Replacement Reserve Funds to High Strength Waste Project	84,250.25
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Testing-Biosolids-December	1,420.00
WPCP Funds for Nutrient Reduction Study	7,664.88
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
Sewer Extension Reserve for Papoose Redundant Line	21,268.88
Sewer Extension Reserve for Shamrock Drive Sewer Repair	95,410.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds for Lake Park Boulevard Study	14,193.00
January Golf Course Refuse Collection Charges	242.00
January Airport Refuse Collection Charges	75.00
January WPCP Refuse Collection Charges	92.00
January Papoose Lift Station Refuse Collection Charges	102.00
January Transfer Station Landfill Charges	73,391.57
Transfer Station Building Rental-January	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-January	337.17
Public Works Barricade Rental-January	70.00
HIDTA Vehicle Lease-January	600.00
Interest Allocation for July-December 2022	8,513.49
Close Former Library Storm Damage to Deferred Building Maintenance	26,074.66
Total January Journal Entries	<u><u>\$ 4,064,901.94</u></u>

Journal Entries - February, 2022

February Health Insurance Cost Distribution	\$ 296,821.44
February Dental Insurance Cost Distribution	6,376.24
February Fuel and Maintenance Charges	83,640.65
February Housing, Parking & Library Postage Charges	551.55
February Transfer Station Charges to City Departments	39,191.89
Employee Benefits Funds for February Police and Fire Pension Contributions	115,407.21
Employee Benefits Funds for February FICA, IPERS and Unemployment	62,146.79
Employee Benefits Funds for February Employee Insurance Costs	176,866.48
Transit Tax Levy Collections to Transit	667.00
Road Use Tax Funds for Street Expenditures	225,843.88
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Fall 2021 Sludge Analysis	660.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
February Golf Course Refuse Collection Charges	242.00
February Airport Refuse Collection Charges	75.00
February WPCP Refuse Collection Charges	92.00
February Papoose Lift Station Refuse Collection Charges	102.00
February Transfer Station Landfill Charges	87,502.84
Transfer Station Building Rental-February	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-February	714.62
HIDTA Vehicle Lease-February	600.00
Total February Journal Entries	<u><u>\$ 1,276,731.60</u></u>

Journal Entries - March, 2022

March Health Insurance Cost Distribution	\$ 298,938.25
March Dental Insurance Cost Distribution	6,472.93
March Fuel and Maintenance Charges	117,121.15
March Office Supply Charges	161.49
February Office Supply Charges	76.12
March Housing, Parking and Library Postage Charges	619.86
December Engineering Service Charges	8,348.62
March Transfer Station Charges to City Departments	47,517.98
Employee Benefits Funds for March Police and Fire Pension Contributions	115,927.48
Employee Benefits Funds for FICA, IPERS and Unemployment	64,021.21
Employee Benefits Funds for March Employee Insurance Costs	179,332.69
Transit Tax Levy Collections to Transit Fund	4,112.38
Perpetual Care Interest for Cemetery Operations	102.51
3rd Quarter Administrative Fees-Enterprise Funds	501,525.00
Road Use Tax Funds for Street Expenditures	272,422.01
Health Insurance Funds for Wellness Program	11,426.09
General Fund 3rd Quarter Equipment Replacement Allocation	62,500.00
General Fund 3rd Quarter Computer Replacement Allocation	12,500.00
Employee Benefits Funds for Fire Retiree Medical Costs	8,278.82
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Golf Course Drinking Water Testing	12.50
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
March Golf Course Refuse Collection Charges	242.00
March Airport Refuse Collection Charges	75.00
March WPCP Refuse Collection Charges	92.00
March Papoose Lift Station Refuse Collection Charges	102.00
March Transfer Station Landfill Charges	112,958.60
Transfer Station Building Rental-March	5,000.00
HIDTA Vehicle Lease-March	600.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-March	1,526.84
Landfill Closure Allocation FY22	152,506.00
Landfill Post-Closure Allocation FY22	53,603.00
Landfill Surcharge Part I for Landfill Expenses	5,186.46
Landfill Surcharge Part I to Reserve October-December 2021	5,186.46
Landfill Surcharge Part II to Reserve October-December 2021	10,891.57
Total March Journal Entries	<u><u>\$ 2,233,617.03</u></u>

Journal Entries - April, 2022

April Health Insurance Cost Distribution	\$ 295,832.68
April Dental Insurance Cost Distribution	6,505.16
April Fuel and Maintenance Charges	100,646.04
April Housing, Parking and Library Postage Charges	559.94
April Transfer Station Charges to City Departments	44,341.08
Employee Benefits Funds for April Police and Fire Pension Contributions	125,640.23
Employee Benefits Funds for April FICA, IPERS and Unemployment	64,527.53
Employee Benefits Funds for April Employee Insurance Costs	179,336.88
Road Use Tax Funds for Street Expenditures	183,528.16
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
April Golf Course Refuse Collection Charges	242.00
April Airport Refuse Collection Charges	75.00
April WPCP Refuse Collection Charges	92.00
April Papoose Lift Station Refuse Collection Charges	102.00
April Transfer Station Landfill Charges	105,681.83
Transfer Station Reimbursement to WPCP for Diesel Fuel-April	1,488.95
Transfer Station Building Rental-April	5,000.00
Transfer Station Charge-Demo-January	3,657.42
Transfer Station Charge-Demo-February	2,783.80
HIDTA Vehicle Lease-April	600.00
CVB Allocation 4th Quarter	23,403.00
Emergency Tax Levy Collections to General Fund	52,530.23
Perpetual Care Int for Cemetery Operations	107.21
Total April Journal Entries	<u><u>\$ 1,370,911.15</u></u>

Journal Entries - May, 2022

May Health Insurance Cost Distribution	\$ 296,964.43
May Dental Insurance Cost Distribution	6,535.39
May Fuel and Maintenance Charges	111,672.65
February Engineering Service Charges	5,071.82
March Engineering Service Charges	10,009.69
April Engineering Service Charges	11,354.69
May Engineering Service Charges	8,714.32
April Office Supply Charges	57.93
May Office Supply Charges	172.44
May Housing, Parking & Library Postage Charges	619.58
May Transfer Station Charges to City Departments	48,670.13
Employee Benefits Funds for May Police and Fire Pension Contributions	122,566.59
Employee Benefits Funds for May FICA, IPERS and Unemployment	65,294.41
Employee Benefits Funds for May Employee Insurance Costs	181,379.36
Transit Tax Levy Collections to Transit	3,617.96
Road Use Tax Funds for Street Expenditures	151,460.89
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
May Golf Course Refuse Collection Charges	242.00
May Airport Refuse Collection Charges	75.00
May WPCP Refuse Collection Charges	92.00
May Papoose Lift Station Refuse Collection Charges	102.00
May Transfer Station Landfill Charges	102,784.79
Transfer Station Building Rental-May	5,000.00
HIDTA Vehicle Lease-May	600.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-May	1,469.15
WPCP Lab Fees for Riverfront Fountain	12.50
WPCP Lab Fees for Aquatic Center	12.50
Total May Journal Entries	<u><u>\$ 1,308,782.23</u></u>

Journal Entries - June, 2022

June Health Insurance Cost Distribution	\$ 299,478.43
June Dental Insurance Cost Distribution	6,567.62
June Fuel and Maintenance Charges	125,711.71
June Office Supply Charges	61.16
June Housing, Parking and Library Postage Charges	664.73
May Engineering Service Charges	3,495.35
June Engineering Service Charges	14,582.64
June Transfer Station Charges to City Departments	47,856.42
Employee Benefits Funds for June Police and Fire Pension Contributions	157,815.27
Employee Benefits Funds for Fire Retiree Medical Costs	19,046.94
Employee Benefits Funds for June FICA, IPERS and Unemployment	104,144.69
Employee Benefits Funds for June Employee Insurance Costs	183,825.34
Employee Benefits Funds-RHS Retirement Contribution	11,347.47
Transit Tax Levy Collections to Transit	1,087.93
Emergency Tax Levy Collections to General Fund	1,423.35
Health Insurance Funds for Wellness Program	18,910.35
Road Use Tax Funds for Street Expenditures	317,788.01
Road Use Tax Funds for New Sidewalk Program	80.38
Road Use Tax Funds for 67th Street Sidewalk Project	3,960.31
Road Use Tax Funds for Pavement Management Program	159,389.31
Road Use Tax Funds for Grandview Sidewalk Project	100,000.00
WPCP Funds to West Hill Sewer Reserve	16,666.63
WPCP Replacement Reserve for High Strength Waste Project	3,589.75
WPCP Funds for Nutrient Reduction Study	3,983.00
WPCP Funds to Sewer Systems Extension & Improvement Reserve	33,333.37
June Golf Refuse Collection Charges	242.00
June Airport Refuse Charges	75.00
June WPCP Refuse Charges	92.00
June Papoose Lift Station Refuse Collection Charges	102.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.63
Collection and Drainage Funds to West Hill Sewer Reserve	16,666.63
Collection and Drainage Funds for Lake Park Watershed Study	13,500.00
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
Sewer Extension Reserve Funds for Papoose Sewer Redundant Line	10,444.49
June Transfer Station Landfill Charges	110,576.08
Transfer Station Building Rental-June	5,000.00
Landfill Surcharge Part I January-March	4,743.54
Landfill Surcharge Part I April-June	5,531.99
Landfill Surcharge Part II January-March	9,961.42
Landfill Surcharge Part II April-June	11,617.18
Landfill Surcharge Part I for Landfill Expenses January-March	4,743.54
Landfill Surcharge Part I for Landfill Expenses April-June	5,531.99
Landfill Surcharge Part II for Refuse Collection Expense	44,277.40
Transfer Refuse Funds to Transfer Station for Surcharge Part II	44,277.40

Journal Entries - June, 2022

HIDTA Vehicle Lease-June	600.00
Cleaning Supply Charges January-June 2022	4,041.55
Downtown TIF Funds for Prior Year TIF Legal Costs	1,176.63
Downtown TIF Funds for Administrative Costs	169,223.37
Downtown TIF Funds for Chamber Grant	43,000.00
Southend TIF Funds for TIF Debt Requirements FY22	352,900.00
Southend TIF Funds for Ampitheater Design	50,000.00
Southend TIF Funds for Small Business Forgivable Loan Program	100,000.00
Southend TIF Funds for Grandview Loan Program	50,000.00
Southend TIF Funds for Small Business Code Improvements	50,000.00
Southend TIF Funds for 2nd Street Façade Improvements	100,000.00
WPCP Funds for FY22 Debt Requirements	92,950.00
Enterprise Fund Transfers for 4th Quarter Admin Fees	501,525.00
Local Option Sales Tax for Pavement Management Project	598,468.10
Local Option Sales Tax for West Hill Sewer Project	1,284,177.53
Payment #2 on Vehicle Lift Internal Loan	22,000.00
Communication Admin Fee FY22	65,600.00
General Fund Boat Harbor Subsidy FY22	9,896.45
Perpetual Care Interest for Cemetery Operations	1,513.61
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Testing for Golf Course	28.50
General Fund 4th Quarter Computer Replacement Allocation	12,500.00
General Fund 4th Quarter Equipment Replacement Allocation	62,500.00
Police Aquatic Center Security-June	1,990.20
CAT Grant Funds for West Side Trail	11,732.67
Close Airport Apron Phase 2 to Taxilane Project	15,561.62
Close Airport New Hangars to Taxilane Project	11,210.99
Close Airport New Hangar to Taxiway A Project Deficit	10.40
Library Google Workspace Allocation	1,653.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,550.14
City Solid Waste Agency Assessment FY22	64,747.00
Total June Journal Entries	<u><u>\$ 5,711,092.88</u></u>



City of Muscatine

ITEM NUMBER 2023-0092

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Second Reading of Ordinance Updating Designated Truck Routes - Title 7, Chapter 11, Section 6 of City Code

EXECUTIVE SUMMARY

This ordinance will modify designated truck routes by removing the truck route designation from Lucas Street, and modifying the truck route designation of Houser Street so that it only applies to the portion of Houser Street that is between Grandview Avenue and Hershey Street.

STAFF RECOMMENDATION

Staff recommends Council adopt the proposed ordinance.

BACKGROUND/DISCUSSION

Section 6, Chapter 11, Title 7 of City Code establishes designated truck routes. Every motor vehicle weighing ten (10) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall only travel along these designated truck routes. Trucks having a fixed terminal, making a scheduled or definite stop within the City for the purpose of loading or unloading shall proceed over and upon the Designated Truck Route System as set out above to the nearest point of its scheduled or definite stop. From that point, the truck shall proceed to its destination and return to the truck route by the most direct method.

Currently, Lucas Street from the Bypass to Houser Street, and Houser Street from Grandview Avenue to Lucas Street are among the designated truck routes. That section of Lucas Street is narrow and with no shoulders and a deep ditch. The portion of Houser Street between Lucas Street and Hershey Avenue is extremely hilly. Because safer and better alternate routes exist, staff is proposing that no portion of Lucas Street, and that portion of Houser Street between Lucas Street and Hershey Avenue, no longer be designated as truck routes.

CITY FINANCIAL IMPACT

None

ATTACHMENTS

1. Truck Route Changes Ordinance Working Draft 2-27-2023

ORDINANCE NO.

AN ORDINANCE UPDATING DESIGNATED TRUCK ROUTES, SECTION 6 – TRUCK ROUTES, CHAPTER 11 – LOAD AND WEIGHT RESTRICTIONS, OF TITLE 7 – VEHICLES AND TRAFFIC, OF CITY CODE

WHEREAS, a Section 7-11-6 of specifies which streets that any motor vehicle weighing ten (10) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading are allowed to travel;

WHEREAS, Lucas Street is not constructed in manner which allows it to serve as a safe and appropriate truck route; and

WHEREAS, the portion of Houser Street laying south of Hershey Avenue is constructed in manner which allows it serve as a safe and appropriate truck route

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA:

SECTION 1. Paragraph 8 of Subsection A of Section 6, of Chapter 11 of Title 7 of City Code is hereby deleted.

SECTION 2. Paragraph 10 of Subsection A of Section 6, of Chapter 11 of Title 7 of City Code is hereby amended to read as follows:

“Houser Street from Hershey Avenue to Grandview Avenue.”

SECTION 3. All paragraphs contained within Subsection A of Section 6, of Chapter 11 of Title 7 of City Code are hereby renumbered, so that after the changes directed by Section 1 and Section 2 of this ordinance are made, said paragraphs remain in numerical order without skipping any number.

SECTION 4. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Any Ordinance or part thereof in conflict or inconsistent with the provisions of this Ordinance is repealed.

SECTION 6. This ordinance shall be in effect from and after the passage and approval and publication of this ordinance, as provided by law

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

Attest

**By the City Council of the City of
Muscatine, Iowa**

Dr. Brad Bark, Mayor

Carol Webb
City Clerk

First Reading:
Second Reading:
Third Reading:
Publication:



City of Muscatine

ITEM NUMBER 2023-0105

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

April Limburg, City Planner

SUBJECT

A Resolution Declaring City Owned Real Estate as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process

EXECUTIVE SUMMARY

Presented for Council consideration is a Resolution to declare city-owned property as surplus, and to authorize the sale of this property by a closed bid auction. The City of Muscatine currently owns two parcels of property on the northwest corner of the intersection of Hershey Avenue and Houser Street for which there is no proposed public use. Prior to the sale of city-owned property, the City Council must determine the property serves no public purpose and authorize the declaration of the property as surplus.

STAFF RECOMMENDATION

Staff recommends Council adopt the attached resolution to declare certain City-owned real estate as surplus.

BACKGROUND/DISCUSSION

The City of Muscatine has accumulated a number of parcels of land on which the continued public ownership of it no longer serves a useful purpose. In order to return these parcels to a useful purpose, restore them to the tax roll, and to reduce maintenance costs associated with maintenance of these parcels, the City Council must declare such parcels surplus.

The City currently owns two parcels at the intersection of Hershey Avenue and Houser Street, shown on Exhibit A, for which there is no identified public use. Once declared as surplus, these parcels will be sold by a closed bid process. Multiple parties have communicated an interest in purchasing the property. In the past, when multiple parties have been interested in a surplus parcel, or it was deemed likely that multiple parties would be interested in the parcel, a closed bid auction has been used for the disposal of the property.

In the closed bid auction process, interested parties will have the opportunity to submit a sealed bid by April 25, 2023. All bids received will be opened and starting with the lowest

bidder, each bidder will be given the opportunity to raise their bid to an amount which is higher than the current highest bid in increments of not less than \$1,000.00. This procedure will continue until the highest bid is obtained. Failure to bid in any given round will not prevent a party from reentering the bidding process at a later time. The highest bidder will be required to execute a purchase agreement, subject to City Council approval, which shall list the sale price, and provide a closing date.

Upon approval of a resolution declaring this property surplus, a notice of the sealed bid auction and the sale procedure will be published.

CITY FINANCIAL IMPACT

In addition to any proceeds that may be gained from the sale of these parcels, the sale of these surplus properties would reduce maintenance costs associated with these parcels in the City. The sale of these parcels would make them and any improvements made on them subject to property tax, which would have a positive financial impact on the City.

ATTACHMENTS

1. Hershey & Houser parcels
2. Resolution declare surplus - 1304200016 and 1304200021
3. Closed Bid Auction Notification
4. Bid procedures
5. Hershey & Houser Flyer

Exhibit A

Muscatine County Property Tax Parcel Identification Numbers as follows:

1304200021



1304200016



RESOLUTION NO. _____

**A Resolution Declaring Certain Described Real Estate Owned By the City as
Surplus and Authorizing the Sale of Said Certain Real Estate**

WHEREAS, as Resolution adopted by the City Council of Muscatine, Iowa, on February 18, 2021, does hereby deem the following real estate parcels, as surplus;

1304200021 (Corner of Hershey Avenue and Houser Street) and 1304200016 (Corner of Hershey Avenue and Houser Street)

WHEREAS, the City Administrator is hereby authorized and directed to take the necessary steps to offer the above described real estate for sale to be followed by appropriate action of the City Council as provided by law; and

WHEREAS, the Resolution provided for a public hearing on the proposed sale of real property and such public hearing has been held; and

WHEREAS, in accordance with said notice, those interested in said proposed conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council of the City of Muscatine, Iowa, at a public hearing held on March 16, 2023; and

WHEREAS, the City Council of Muscatine, does hereby declare to be surplus and that it is in the best interest of the public to dispose of the described real estate, in Muscatine, Iowa,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA, that the resolution declaring certain real estate owned by the City surplus and authorizing the sale of said certain real estate is hereby approved

PASSED, APPROVED AND ADOPTED this 16th day of March, 2023.

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**

Brad Bark, Mayor

Attest:

Carol Webb, City Clerk

EXHIBIT A

NOTICE OF INTENT TO DISPOSE OF CITY PROPERTY TO THE CITIZENS OF MUSCATINE, IOWA:

You are hereby notified that the City Council of Muscatine, Iowa, intends to sell all rights, title and interest of the city in and to the following described real property, also known as Parcel 1304200016 (7.02 acres NE corner of Hershey Ave and Houser St) and 1304200021 (19.61 acres NE Corner of Hershey Ave and Houser St), in Muscatine, Iowa, to-wit:

A tract of land in the Northeast Quarter of Section 4 and the Northwest Quarter Section of 3, Township 76 North, Range 2 West of the 5th P.M., in Muscatine County, Iowa, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 4; thence North 89°33'21" East 40.00 feet to the Easterly right-of-way line of Houser Street; thence North 00°03'27" West 620.83 feet along said Easterly right-of-way line; thence North 84°43'00" East 141.77 feet; thence North 00°19'00" West 334.03 feet to the center line of Hershey Avenue; said point being the beginning of a 572.96 foot radius nontangent curve concave Southerly whose chord bears North 82°35'36" West 227.51 feet; thence Northwesterly right-of-way line of Houser Street and the Point of Beginning of the tract herein described, said point being the beginning of a 572.96 foot radius nontangent curve concave Southerly whose chord bears South 85°17'48" West 13.50 feet; thence Southwesterly along said center line an arc distance of 13.50 feet; thence South 84°36'20" West 441.93 feet along said center line to the intersection of the extension of an existing fence line; thence North 00°19'20" West 661.45 feet along said existing fence line; thence South 81°08'12" East 640.79 feet along said fence to the Westerly right-of-way line of Houser Street; thence South 35°43'09" West 71.88 feet along said Westerly right-of-way to the beginning of a 714.07 foot radius tangent curve concave Easterly whose chord bears South 17°39'40" West 442.69 feet; thence Southwesterly along said Westerly right-of-way curve an arc distance of 450.10 feet; thence South 00°23'49" East 39.87 feet to the center line of Hershey Avenue and the Point of the Beginning, said tract contains 6.988 acres

And

A tract of land lying in the Northwest Quarter of the Northwest Quarter of Section 3, and the Northeast Quarter of the Northeast Quarter of Section 4, all in Township 76 North, Range 2, West of the 5th Principal Meridian, in Muscatine County, Iowa described as follows:

Beginning at the Northwest corner of said Section 3; thence West 495 feet; thence South 1023.5 feet; thence South 89°49' East 755 feet; thence North 76°51' East 303.5 feet; thence South 74°9' East 804.8 feet; thence North 1294.8 feet to section line; hence West 1320 feet to the place of beginning, containing 47.13 acres, more or less. Except part thereof conveyed to City of Muscatine, Iowa by Warranty Deed recorded in Book 246 of Lots, page 736, of the records in the Office of the Recorder of Muscatine, County, Iowa.

The sale will be conducted via a closed bid auction commencing at 10:00 A.M. on April 25, 2023 in the first-floor conference room in City Hall, 215 Sycamore Street, Muscatine, Iowa 52761. Copies of the sale procedures may be obtained in the Community Development Office, City Hall, and 215 Sycamore Street, Muscatine, Iowa 52761 or on the City's website at muscatineiowa.gov.

You are further notified that oral or written statements in support of, or in opposition to, this proposed sale may be made at the public hearing before city council to be held at 6:00 P.M. on May 4, 2023, in the Council Chambers in City Hall, 215 Sycamore Street, Muscatine, Iowa.

Carol Webb, City Clerk

**CITY OF MUSCAITNE, IOWA
PUBLIC PROPERTY FOR SALE**

AUCTION DATE: April 25, 2023 10:00 A.M.
LOCATION: FIRST FLOOR CONFERENCE ROOM
CITY HALL – 215 SYCARMORE STREET
MUSCATINE, IA 52761

DESCRIPTION OF PROPERTY:

A tract of land in the Northeast Quarter of Section 4 and the Northwest Quarter Section of 3, Township 76 North, Range 2 West of the 5th P.M., in Muscatine County, Iowa, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 4; thence North 89°33'21" East 40.00 feet to the Easterly right-of-way line of Houser Street; thence North 00°03'27" West 620.83 feet along said Easterly right-of-way line; thence North 84°43'00" East 141.77 feet; thence North 00°19'00" West 334.03 feet to the center line of Hershey Avenue; said point being the beginning of a 572.96 foot radius nontangent curve concave Southerly whose chord bears North 82°35'36" West 227.51 feet; thence Northwesterly right-of-way line of Houser Street and the Point of Beginning of the tract herein described, said point being the beginning of a 572.96 foot radius nontangent curve concave Southerly whose chord bears South 85°17'48" West 13.50 feet; thence Southwesterly along said center line an arc distance of 13.50 feet; thence South 84°36'20" West 441.93 feet along said center line to the intersection of the extension of an existing fence line; thence North 00°19'20" West 661.45 feet along said existing fence line; thence South 81°08'12" East 640.79 feet along said fence to the Westerly right-of-way line of Houser Street; thence South 35°43'09" West 71.88 feet along said Westerly right-of-way to the beginning of a 714.07 foot radius tangent curve concave Easterly whose chord bears South 17°39'40" West 442.69 feet; thence Southwesterly along said Westerly right-of-way curve an arc distance of 450.10 feet; thence South 00°23'49" East 39.87 feet to the center line of Hershey Avenue and the Point of the Beginning, said tract contains 6.988 acres

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the place of beginning, containing 47.13 acres, more or less. Except part thereof conveyed to City of Muscatine, Iowa by Warranty Deed recorded in Book 246 of Lots, page 736, of the records in the Office of the Recorder of Muscatine, County, Iowa.

SALE PROCEDURES:

Sealed Bids. On or before 9:59 a.m. on April 25, 2023, each bidder shall submit a written bid in a sealed envelope containing a certified check or a cashier's check in the amount of \$1,000 payable to the City of Muscatine, Iowa, and the name of the bidder identified on the outside of the envelope. The **minimum** acceptable bid for this property shall be \$65,000. The bidder shall also include a plan and schedule for the development of the property, including the intended use and timeframe in much detail as is possible.

Live Auction. Starting at 10:00 A.M. April 25, 2023, the bids will be opened. Starting with the lowest bidder, each bidder will be given the opportunity to successively raise his/her/its bid in an amount which is higher than the current highest bid in increments of not less than \$1,000.00. This procedure will continue until the highest bid is obtained. Failure to bid in any given round will not prevent a bidder from re-entering the bidding process at a later time. Unsuccessful bidder's checks will be returned when the auction has been completed.

Purchase Agreement. The highest bidder will be required to execute a purchase agreement, subject to City Council approval on or about May 4, 2023, and which shall list the sale price, provide a closing date, and include reference to the planned development of the property, including the intended use and timing which was submitted with the bid.

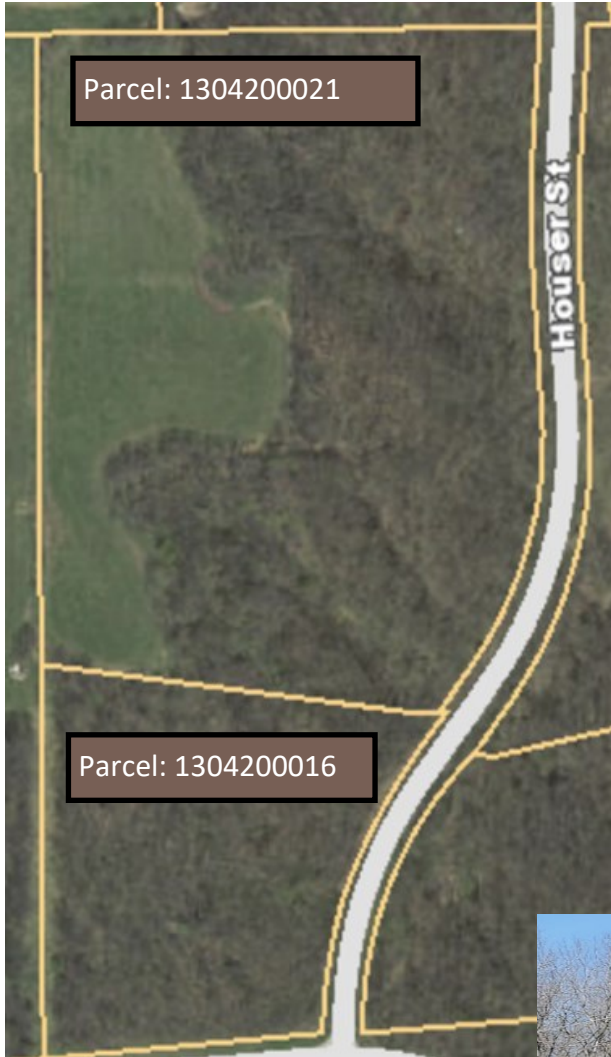
Possession and Title. Possession will be given at closing. Title will be transferred by Special Warranty Deed. A standard groundwater hazard statement will be provided at the time of closing.

The proposed purchase agreement and terms of sale are subject to City Council review and acceptance. **The City reserves the right to reject all bids and to reject the proposed purchase agreement.**

Inquires may be made to Andrew Fangman, Assistant Community Development Director (563-262-4141), or April Limburg, City Planner (563-262-4141), City Hall, 215 Sycamore Street, Muscatine, IA 52761.

City-Owned Parcel for Sale

Parcel Identification Number: 1304200021 (Corner of Hershey Avenue and Houser Street) and 1304200016 (Corner of Hershey Avenue and Houser Street)



Land Information

Parcel: 1304200021

Zoning:

R3-Single Family Residence

Lot Area:

19.61 Acres; 854,212 SF

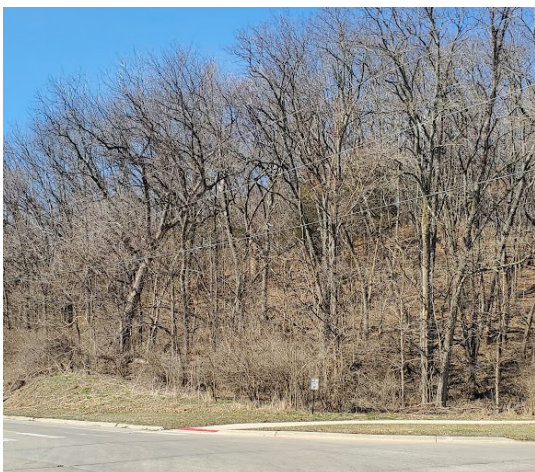
Parcel: 1304200016

Zoning:

R3– Single Family Residence

Lot Area:

7.02 Acres; 305,791 SF



Contact

Information

April Limburg

City Planner

City of Muscatine

563-262-4141



City of Muscatine

ITEM NUMBER 2023-0106

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Approving Plans and Specifications for the Fulliam Avenue Phase I Project.

EXECUTIVE SUMMARY

Presented for council's consideration is a resolution to approve the plans and specifications for the Fulliam Avenue Reconstruction Phase 1 Project.

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

West Fulliam Avenue from Houser Street to Kindler Avenue is in need of complete reconstruction due to the deteriorated condition of the pavement. This project has been divided into three phases to allow construction during the summer when school-related traffic is at a minimum. Phase 1 of this project has been designed and will include reconstruction of pavement, installation of sidewalk, and replacement and installation of ADA-compliant pedestrian crossings from Kindler Avenue to West Acre Drive. Bids will be due April 4, 2023. Construction is anticipated to begin as soon as school is out for the summer.

CITY FINANCIAL IMPACT

Funding for this project is available from Road Use Tax funds in the Pavement Management Budget.

ATTACHMENTS

1. Resolution Approving Plans and Specs Fulliam Phase 1
2. Fulliam Phase 1 Project Manual
3. Fulliam Ave Reconstruction - Phase 1 Plans

RESOLUTION NO. _____

**APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST
ESTIMATE FOR PHASE 1 OF THE
FULLIAM AVENUE RECONSTRUCTION PROJECT**

WHEREAS, there is on file in the Public Works Department a copy of the plans, specifications, form of contract, and notice to bidders for the proposed Phase 1 of the Fulliam Avenue Reconstruction Project; and

WHEREAS, said plans, specifications, form of contract, and cost estimate have been examined by this Council;

NOW, THEREFORE, be it resolved by this Council that:

1. All objections to the foregoing plans, specifications, form of contract, notice to bidders, and cost estimate are overruled.
2. The foregoing plans, specifications, form of contract, and cost estimate are finally approved.
3. Date for Receipt of Bids is set for April 4, 2023 at 2:00 pm

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF MARCH, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator

PROJECT MANUAL

Fulliam Ave Reconstruction - Phase 1

City of Muscatine

Muscatine, Iowa 52761



Real People. Real Solutions.

Bolton-Menk.com

SECTION 00005 – CERTIFICATION

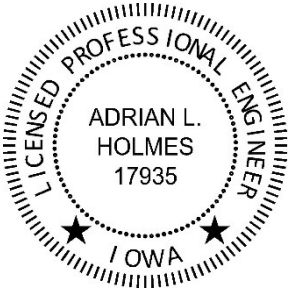
PROJECT MANUAL

for

Fulliam Ave Reconstruction - Phase 1

City of Muscatine

Muscatine, Iowa 52761

	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.  Date: <u>3/8/2023</u> Adrian L. Holmes, P.E. License No. 17935 My renewal date is 12/31/2023 Pages or sheets covered by this seal: <u>All</u>
---	--

SECTION 00010 - TABLE OF CONTENTS

Fulliam Ave Reconstruction - Phase 1 City of Muscatine

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE

00010 - TABLE OF CONTENTS

00100 - NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

00200 - INSTRUCTIONS TO BIDDERS

00410 - PROPOSAL

00410 – PROPOSAL ATTACHMENT: BID ITEMS

00420 - BID BOND

00500 - CONTRACT

00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

00800 - SPECIAL PROVISIONS, PART 1 - GENERAL REQUIREMENTS

00800 - SPECIAL PROVISIONS, PART 2 - SPECIAL CONSTRUCTION

Technical Specifications

Supplemental Specifications

DRAWINGS (UNDER SEPARATE COVER):

18 sheets numbered A.01 through W.02, inclusive, dated 3/9/2023, and with each sheet bearing the following general title:

Fulliam Ave Reconstruction - Phase 1
City of Muscatine

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2023 EDITION
unless modified herein.**

*******END OF SECTION*******

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Fulliam Ave Reconstruction - Phase 1
City of Muscatine
Muscatine, Iowa 52761

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair and improvement as stated below must be filed before 2:00 P.M. on April 4, 2023, in the office of the City Administrator Finance Office, 215 Sycamore Street, Muscatine, Iowa 52761.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 2:10 P.M. on April 4, 2023, in the Muscatine City Council Chambers, City of Muscatine, 215 Sycamore Street, Muscatine, Iowa 52761 for consideration by the City of Muscatine at its meeting at 7:00 P.M. on April 20, 2023. The City of Muscatine reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall commence after approval of the contract by the Council and as stated in the Notice to Proceed and not before June 1, 2023. All work under the Contract must be substantially complete on or before August 11, 2023. Damages in the amount of \$1,000.00 per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 468.35 of the Iowa Code in the amount equal to 5 percent of the total amount of the bid.

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 401 1st Street SE, Suite 201, Cedar Rapids, Iowa 52401. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project #8419421 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Muscatine on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 7:00 P.M. on March 16, 2023, at 215 Sycamore Street, Muscatine, Iowa 52761.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, workforce, and suppliers in performance of the contract by virtue of statutory authority, further preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Muscatine will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: The project consists of reconstruction of the Fulliam Avenue roadway from Green Acres Drive to Kindler Avenue, including new sidewalk of the south side of Fulliam and storm sewer improvements.

This Notice is given by authority of the
City of Muscatine

Carol Webb
City Administrator

INSTRUCTIONS TO BIDDERS

Fulliam Ave Reconstruction - Phase 1
City of Muscatine
Muscatine, Iowa 52761

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2023 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check; or drawn on a FDIC insured bank in Iowa; or a certified check drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the City of Muscatine, hereinafter called the "Jurisdiction".
- 1.02 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.
- 1.03 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
- A. PROPOSAL – Complete each of the following parts:
- Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices
 - Part F – Additional Requirements;

Section No.	DESCRIPTION OF SECTION
00450	Information Requested From Low Bidder

- Part G – Identity of Bidder;

- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.
- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.
- 2.05 Division 1 - General Provisions and Covenants of the 2023 SUDAS Standard Specifications is modified as follows:
- A. Section 1020.1.09B, Unit Price Attachment.
- A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Muscatine.

Work on the improvement shall commence upon approval of the contract by the Council and as stated in the Notice to Proceed and not before June 1, 2023. All work under the Contract must be substantially complete on or before August 11, 2023. Damages in the amount of \$1,000.00 per day will be assessed for each day the work remains incomplete.

- 3.02 Community Events.

None.

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Muscatine and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Muscatine from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of four years from and after acceptance of the work.
- 3.04 The City of Muscatine, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be

required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
 - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

Fulliam Ave Reconstruction - Phase 1
City of Muscatine
Muscatine, Iowa 52761

PROPOSAL: PART A – SCOPE

The City of Muscatine, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Mayor, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION: The project consists of reconstruction of the Fulliam Avenue roadway from Green Acres Drive to Kindler Avenue, including new sidewalk on the south side of Fulliam and storm sewer improvements.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items and Quantities. The Jurisdiction shall only use the Total Construction Cost for comparison of bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before August 11, 2023; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand dollars (\$1,000.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

By

Name (Print/Type)

☐ Limited Liability Company

Title

☐ Joint-venture; all parties must join-in and
execute all documents

Street Address

☐ Other

City, State, Zip Code

The bidder shall enter its Public
Registration Number _____ - _____
issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the Contractor is registered.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or
electronic signatures will not be accepted.**

All bidders must submit the following completed form to the governmental body requesting bids per
875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be reason to reject my bid.

Firm Name: _____
Signature: _____ Date: _____

City of Muscatine

«DATESPEC»

PROPOSAL

PAGE 00410-5

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Fulliam Ave Reconstruction - Phase 1
City of Muscatine
Muscatine, Iowa 52761

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids.

SEE SCHEDULE OF PRICES ON NEXT PAGE

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING	LS	1	\$	\$
2	TOPSOIL, OFF-SITE	CY	600	\$	\$
3	EXCAVATION, CLASS 10	CY	1000	\$	\$
4	SUBGRADE PREPARATION	SY	3370	\$	\$
5	SUBGRADE TREATMENT, GEO-GRID	SY	3370	\$	\$
6	SUBBASE, GRANULAR	SY	3784	\$	\$
7	SUBBASE, MODIFIED	SY	596	\$	\$
8	SUBGRADE COMPACTION TESTING	LS	1	\$	\$
9	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	120	\$	\$
10	TRENCH COMPACTION TESTING	LS	1	\$	\$
11	STORM SEWER, TRENCHED, RCP, 15-INCH	LF	291	\$	\$
12	STORM SEWER, TRENCHED, RCP, 18-INCH	LF	64	\$	\$
13	STORM SEWER, TRENCHED, RCP, 30-INCH	LF	58	\$	\$
14	REMOVAL OF STORM SEWER, <36" DIA.	LF	351	\$	\$
15	SUBDRAIN, TYPE 1 CASE C, 6-INCH	LF	1455	\$	\$
16	INTAKE, SW-507	EA	8	\$	\$
17	INTAKE, SW-507, TOP ONLY	EA	4	\$	\$
18	MANHOLE ADJUSTMENT, MINOR	EA	3	\$	\$

19	REMOVE MANHOLE	EA	2	\$	\$
20	REMOVE INTAKE	EA	4	\$	\$
21	PAVEMENT, PCC, 8-INCH	SY	3370	\$	\$
22	REMOVAL OF SIDEWALK	SY	31	\$	\$
23	REMOVAL OF DRIVEWAY	SY	301	\$	\$
24	SIDEWALK, PCC, 4" (THICKNESS)	SY	351	\$	\$
25	DETECTABLE WARNING	SF	110	\$	\$
26	DRIVEWAY, PAVED, PCC, 7-INCH	SY	255	\$	\$
27	SUBBASE OVER-EXCAVATION	TON	50	\$	\$
28	PAVEMENT REMOVAL	SY	3370	\$	\$
29	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.33	\$	\$
30	SWPPP PREPARATION	LS	1	\$	\$
31	SWPPP MANAGEMENT	LS	1	\$	\$
32	FILTER SOCK, COMPOST, 12 IN.	LF	1375	\$	\$
33	FILTER SOCKS, REMOVAL	LF	1375	\$	\$
34	INLET PROTECTION DEVICE, DROP IN PROTECTION	EA	11	\$	\$
35	INLET PROTECTION DEVICE, MAINTENANCE	EA	33	\$	\$
36	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	21	\$	\$
37	MOBILIZATION	LS	1	\$	\$

38	MAINTENANCE OF POSTAL SERVICE	LS	1	\$	\$
39	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$	\$
40	CONCRETE WASHOUT	LS	1	\$	\$
TOTAL – BASE BID					\$

TOTAL – BASE BID (Written Format): _____

Note: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the owner as noted in section 00500 – CONTRACT.

Bidder Name

BID BOND

Fulliam Ave Reconstruction - Phase 1
City of Muscatine
Muscatine, Iowa 52761

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, City of Muscatine as Oblige, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvement:

The project consists of reconstruction of the Fulliam Avenue roadway from Green Acres Drive to Kindler Avenue, including new sidewalk on the south side of Fulliam and storm sewer improvements.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Muscatine County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 2023.

SURETY:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

CONTRACT

Fulliam Ave Reconstruction - Phase 1
City of Muscatine
Muscatine, Iowa 52761

THIS CONTRACT, made and entered into at _____
this _____ day of _____, by and between
the City of Muscatine hereinafter called the "Jurisdiction", and _____,
hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Fulliam Ave Reconstruction - Phase 1 as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Administrator, City of Muscatine, 215 Sycamore Street, Muscatine, Iowa 52761, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2023 Edition and as further modified by the supplemental specifications and special provisions included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

The project consists of reconstruction of the Fulliam Avenue roadway from Green Acres Drive to Kindler Avenue, including new sidewalk on the south side of Fulliam and storm sewer improvements.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before August 11, 2023; and to pay liquidated damages for noncompliance with said completion provisions at a rate of One Thousand dollars (\$1,000.00) for each calendar day that the work remains incomplete.

City of Muscatine
March, 2023

CONTRACT
PAGE 00500-1

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Muscatine

CONTRACTOR:

By _____
Brad Bark, Mayor

(Seal)
ATTEST:

Carol Webb, City Administrator

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

City of Muscatine
March, 2023

CONTRACT
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PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 2023, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

City of Muscatine
March, 2023

CONTRACT
PAGE 00500-4

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Fulliam Ave Reconstruction - Phase 1
 City of Muscatine
 Muscatine, Iowa 52761

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

The project consists of reconstruction of the Fulliam Avenue roadway from Green Acres Drive to Kindler Avenue, including new sidewalk on the south side of Fulliam and storm sewer improvements.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract within the 4-year period for paving], from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Muscatine County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, 2023.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

City of Muscatine

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

March, 2023

PAGE 00610-4

Special Provisions
for
Fulliam Ave Reconstruction - Phase 1
City of Muscatine
Muscatine, Iowa 52761

SPECIAL PROVISIONS

FOR

PART 1 - GENERAL REQUIREMENTS

INDEX

1. DEFINITION AND INTENT
2. GENERAL PROVISIONS AND COVENANTS
3. WORK REQUIRED
4. SALVAGE OF MATERIALS AND EQUIPMENT
5. PLANS AND SPECIFICATIONS
6. CONSTRUCTION FACILITIES
7. SUBMITTALS
8. STANDARDS AND CODES
9. SOIL BORINGS
10. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAY
11. EMPLOYMENT PRACTICES
12. WORK HOURS/COMMUNITY EVENTS
13. DUST ABATEMENT
14. QUANTITIES
15. MAINTENANCE BOND AND WARRANTY PERIODS
16. MATERIALS TESTS
17. FIELD TESTS
18. MEASUREMENT AND PAYMENT
19. INCIDENTAL CONTRACT ITEMS

1. DEFINITION AND INTENT

- A. The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:
 1. The 2023 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
 2. Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
 3. “Owner”, and “City” shall mean the City of Muscatine, acting through the City Council.

4. "Person" shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
 5. "Engineer" shall mean the City of Muscatine or designated agent.
 6. The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
 7. "Standard Drawings" shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
 8. "Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
 9. "Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.
- B. Engineer: Bolton & Menk, Inc., 401 1st Street SE, Suite 201, Cedar Rapids, Iowa 52401.

2. GENERAL PROVISIONS AND COVENANTS

- A. Division 1 of the General Provisions and Covenants of the 2023 SUDAS Standard Specifications is modified as follows:
1. Section 1020.1.09B, Unit Price Attachment.
A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.
 2. Section 1050.1.05 Shop Drawings, Certificates, and Equipment Lists.
The Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

3. WORK REQUIRED

- A. Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Fulliam Ave Reconstruction - Phase 1 as described in the Official Publication.
- B. This project consists of one contract for all work described.
- C. The construction work will need to be phased to facilitate timely construction of the improvements.

4. SALVAGE OF MATERIALS AND EQUIPMENT

- A. The City of Muscatine retains first right of refusal for retaining any existing materials removed by the construction.
- B. The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- C. Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

5. PLANS AND SPECIFICATIONS

- A. The City will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the City for printing costs for additional copies required.

- B. Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6. CONSTRUCTION FACILITIES

- A. Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- B. Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- C. Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic. Location for storage of equipment by Contractor is subject to approval of Engineer.
- D. Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
- E. Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

7. SUBMITTALS

- A. Contractor shall provide a construction schedule showing dates of starting and completing various portions of work.
- B. Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - 1. Testing reports.
 - 2. Manufacturer's data for materials that are to be permanently incorporated into the project.
 - 3. Details of proposed methods of any special construction required.
 - 4. Purchase orders and subcontracts without prices.
 - 5. Traffic control and staging plan.
 - 6. Such other information as the Engineer may request to insure compliance with contract documents.

8. STANDARDS AND CODES

- A. Construct improvements with best present day construction practices and equipment.
- B. Conform with and test in accordance with applicable sections of the following standards and codes.
 - 1. American Association of State Highway and Transportation Officials (AASHTO).
 - 2. American Society for Testing and Materials (ASTM).
 - 3. Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - 4. American National Standards Institute (ANSI).
 - 5. American Water Works Association (AWWA).
 - 6. American Welding Society (AWS).
 - 7. Federal Specifications (FS).
 - 8. Iowa Occupational Safety and Health Act of 1972 (IOSHA).

9. Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 10. Standards and Codes of the State of Iowa and the ordinances of the City of Muscatine, Iowa.
 11. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
9. SOIL BORINGS
 - A. Soil borings were not completed for this project.
10. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAYS
 - A. All work on this project will be within City Right-of-Way, Easements, or Public Property.
11. EMPLOYMENT PRACTICES
 - A. Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
 - B. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 1. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 2. To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
12. WORK HOURS/COMMUNITY EVENTS
 - A. The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
 - B. The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of adjacent public property.
 1. None.
13. DUST ABATEMENT
 - A. The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem.
14. QUANTITIES
 - A. The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or decrease these quantities as designated in the Contract, and the Contractor will be paid for the work authorized at the unit price stated in the Proposal.
15. MAINTENANCE BOND AND WARRANTY PERIODS

- A. The requirements of the Payment, Performance and Maintenance Bond warranty period are modified as follows:
 - 1. To remedy any and all workmanship or material defects that may develop in or result from work performed under the Contract within the 4-year period for paving, from the date of acceptance of the work under the Contract.

16. MATERIALS TESTS

- A. Material testing as specified for construction will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.
- B. Contractor shall coordinate all material testing with the Engineer.
- C. Contractor shall provide transportation of all samples to the laboratory.
- D. Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- E. Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- F. Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

17. FIELD TESTS

- A. Testing responsibility shall meet the requirements of the SUDAS Standard Specifications. Owner/Contractor testing responsibility is as follows:
 - 1. Owner
 - (a) None
 - 2. Contractor
 - (a) Division 2, Earthwork, Section 3.09 - Field Quality Control.
 - (b) Division 3, Trench and Trenchless Construction, Section 3.06 - Trench Compaction Testing.
 - (c) Division 4, Sewers and Drains, Section 4060 – Cleaning, Inspection and Testing.
 - 3. Owner/Contractor
 - (a) Division 7, Streets and Related Work:
 - (1) Section 7010, 3.08 Quality Control,
 - (2) Section 7020, 3.06 Quality Control, and
 - (3) Section 7030, 3.11 Testing, as specified.
- B. The Contractor shall be responsible for all testing that is required of the Contractor as stated within SUDAS Standard Specifications.
- C. If test results do not meet those specified, the Contractor shall make necessary corrections and repeat testing to demonstrate compliance with the specifications. Contractor shall pay all costs for retesting.

18. MEASUREMENT AND PAYMENT

- A. Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project except as set forth in the bid item reference notes within the construction drawings. All other items of work are incidental to construction.

19. INCIDENTAL CONTRACT ITEMS

- A. The furnishing and installing of specifications and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:
- Concrete header removal
 - Connections to existing storm sewer structures and pipes unless specified for separate payment
 - Construction and removal of temporary access roads
 - Construction fencing
 - Construction staging & phasing
 - Coordination and cooperation with affected property owners
 - Coordination and cooperation with the City of Muscatine
 - Coordination and cooperation with other Contractors
 - Coordination and cooperation with other projects in the area
 - Coordination and cooperation with utility companies
 - Dewatering and handling storm water flow during construction
 - Dust control measures
 - Engineering Fabric
 - Excavation, verification and protection of existing utilities
 - Field and wood fence removal
 - Field testing
 - Finish grading
 - Full depth sawcutting of existing pavement
 - Grading for storm sewer outlets
 - Granular backfill and bedding for storm and sanitary sewer installation
 - Granular surfacing removal
 - Maintenance and watering for seeding and sodding
 - Maintenance of erosion control measures, including silt removal
 - Material testing
 - Monitoring weather conditions
 - Mowing
 - Overhaul
 - Pipe and structure bedding material
 - Porous backfill for subdrain
 - Proof rolling
 - Protection of existing hydrant(s) and valve(s)
 - Protection of existing trees and plantings not shown as removals
 - Protection of existing utilities and light poles
 - Removing and reinstalling existing signs
 - Reseeding
 - Site cleanup/restoration
 - Temporary safety closures
 - Temporary sheeting and shoring
 - Water valve removal
 - Working backfill to reduce moisture content

Working subgrade to achieve acceptable moisture content
Wrapping of storm sewer pipe joints

******END OF SECTION******

SPECIAL PROVISIONS
FOR
PART 2 – SPECIAL CONSTRUCTION
INDEX

1. GENERAL

- A. Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- B. Contractor shall cooperate with the City of Muscatine and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- C. The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- D. Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- E. Contractor shall provide surface restoration and clean up as construction progresses.

2. EXISTING UTILITIES

- A. Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- B. Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- C. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- D. The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- E. With the exception of water and electric lines, utility companies will relocate utility infrastructure in direct conflict with line and grade of the work during construction. Support and protect all utilities that are not moved.
- F. Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- G. If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules to the Engineer.
- H. Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- I. No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

3. PROJECT SUPERVISION

- A. The Prime Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated,

qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.

- B. Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Prime Contractor.
- C. Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- D. Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.

4. COORDINATION WITH OTHERS

- A. Contractor shall cooperate and coordinate construction with the City of Muscatine, utility companies, affected property owners, and other contractors working in vicinity of this project.
- B. It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- C. Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.

5. CONSTRUCTION LIMITS

- A. Contractor shall confine the construction operations within the construction limits shown on the plans.
- B. Contractor shall not store equipment, vehicles or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- C. Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction. Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.

6. CONSTRUCTION SCHEDULE

- A. The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- B. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- C. Contractor shall submit a construction schedule at the preconstruction conference and periodically update it as requested by the Engineer.
- D. The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- E. Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - 1. Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:
 - (a) The street name, location and proposed date of street closure
 - (b) The estimated schedule for completion of work
 - (c) The estimated date for reopening of the street
 - (d) Procedure for garbage collection recycling and postal service

7. CONSTRUCTION PHASING

- A. Contractor shall refer to construction staging and traffic control plans when included in construction plans.
- B. Contractor shall include construction phasing on the required construction schedule submittal.

8. CONSTRUCTION STAKING

The City of Muscatine, or an authorized representative, will provide construction staking. The Contractor shall provide two Working Day written notice to the Engineer to begin requested survey, staking, or layout work. Subsequent staking shall require two working days' notice in advance of the staking needs. Contractor shall be responsible for layout of all other construction items including, but not limited to, traffic control, structure removal, pavement markings, seeding, inlet filters and silt fence. **One-time staking shall be provided. Any re-staking shall be paid for by the contractor.**

Construction staking, provided by the City on the project, will include the following:

- A. HORIZONTAL AND VERTICAL CONTROL
 - 1. Locate and maintain all horizontal control points and vertical benchmarks as listed on the plan sheets that may be destroyed by the plan construction.
- B. REMOVAL LIMITS
 - 2. Locate removals and pavement, sidewalks, drives, structure. Removals not authorized or outside of removal limits shall be at Contractor expense.
- C. STORM SEWER, CULVERTS/STRUCTURES
 - 1. Set graded offset stakes for structures at the location and station for each type of structure.
 - 2. Set graded offset for pipe runs at 50-foot interval.
- D. GRADE STAKING
 - 1. Stakes requiring cut/fill will be set to a predetermined grade reference. (Electronic file to be furnished to Contractor for grading operations).
 - 2. Centerline at 50-foot intervals including grade breaks.
 - 3. Radius points and ends of radius will be staked for islands and intersections.
- E. SANITARY SEWER
 - 1. Engineer will stake offset centerline of pipe runs at beginning, end, and deflection points.
 - 2. Offset points on a line parallel and perpendicular to pipe run starting at the low end of run and every 50-foot interval to the end of line with grades reference to flow line. Finished utility access rim elevation will be staked.
- G. PAVING
 - 1. Stakes requiring cut/fill will be set to a predetermined grade reference.
 - 2. Back of curb at 4-foot offset and 25-foot intervals including grade breaks.
 - 3. Interior of wide paving sections at 4-foot offset at 25-foot intervals including grade breaks.
 - 4. Radius points and ends of radius will be staked for islands and intersections. Midpoints or quarter points will be set for radius of more than 10-feet if necessary to define grade.
 - 5. Grades to be Form Grade (top of slab).

9. CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.

- B. Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Contractor or Engineer for review and assistance with resolution prior to staking.
- C. When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- D. The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- E. The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48-hour notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

10. DISPOSAL

- A. Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- B. Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- C. Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- D. Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- E. Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- F. The Jurisdiction has the first right to any excess materials from construction.

11. EROSION/POLLUTION PREVENTION PLAN

- A. If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **Failure to perform this work within 24 hours of notification of non-compliance may result in the Owner issuing a Municipal Infraction for Illicit Discharge and/or the Owner or Engineer arranging for completion of the work by others. A contract deduction shall be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.**
- B. Contractor is responsible for preparing the SWPPP to match staging, phasing, and construction methods as work progresses. Contractor shall comply with the erosion control requirements of said plan, the Iowa Code, and local ordinances. Protect against erosion and dust pollution on this project site and any off-site deposit or borrow area used for this project.
- C. The Contractor will publish the necessary notification for the NPDES permit prior to the start of construction. The Contractor shall obtain an NPDES permit from the Iowa DNR for the area within the limits of this project based on the Pollution Prevention Plan. It shall be the Contractor's responsibility to update the plan during construction and have the plan available on site at all times.
- D. Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- E. Contractor shall prevent the accumulation of earth or debris on adjoining public or private property. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- F. Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.

- G. Contractor shall use silt fence and similar erosion control methods at all drainage courses, swales, and storm sewer system inlets/outlets to protect against siltation and erosion as shown in the construction drawings or directed by the Engineer.
 - 1. Erosion protection measures, other than those specified as unit price pay items, are incidental.
- H. The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- I. After the detention basin construction is completed, the Contractor is required to immediately seed and mulch.
- J. As construction progresses, stabilization is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
 - 1. The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching, and surface restoration operations.

12. DEWATERING

- A. Contractor shall perform all construction work in dry conditions.
- B. Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- C. Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- D. Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- E. The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- F. Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - 1. A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - 2. Costs of installing and operating dewatering system are incidental.
- G. Contractor shall provide means for conveying surface water encountered during construction.
 - 1. Surface water shall be prevented from flowing into excavation, and accumulated water shall be removed.
 - 2. Surface water and storm sewer flows shall be diverted around areas of construction.
 - 3. Sanitary sewers shall not be used for the disposal of trench water.
- H. Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- I. Costs of conveying both surface water and groundwater are incidental.

13. TRAFFIC CONTROL

- A. Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- B. Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

- D. Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- D. Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- E. Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

14. TEMPORARY FENCES

- A. Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- B. Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - 1. Refer to Iowa DOT Section 4188.03 for fence materials.
- C. Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- D. Contractor shall remove temporary fencing upon completion of construction.

15. RESPONSIBILITY OF CONTRACTOR

- A. Contractor shall provide supervision of the work.
- B. Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- C. Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Jurisdiction and Engineer.
- D. Contractor shall cooperate with Jurisdiction, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- E. Contractor shall keep cleanup current with construction operations.
- F. Contractor shall comply with all Federal, State of Iowa, and the City of Muscatine, Iowa laws and ordinances.

16. EARTHWORK

- A. Contractor shall complete all earthwork operations necessary to construct to the correct grade and elevations, backfill, and finish grade to prepare for seeding. Contractor shall provide and maintain positive drainage and perform associated work.
 - 1. Contractor shall provide suitable soil material on-site. No separate payment for over haul will be made.
 - 2. Contractor shall strip, salvage, and stockpile existing topsoil prior to performing mass grading. Respread stockpiled topsoil when construction is complete. The topsoil shall be spread uniformly at an 8-inch thickness over the area to be covered. It is assumed that stripped and respread topsoil will account for 2 inches of this thickness. Remain topsoil required to achieve 8-inch thickness will be paid for as Topsoil, Off Site. The surface of the topsoil shall be smoothed and left in a finished condition so that it will drain properly. Topsoil strip, salvage, and respread is incidental to Class 10, Excavation.
 - 3. Subgrade Preparation will be paid for separately from the earthwork.
- B. Contractor shall complete the earthwork to the lines and grades shown. Contractor shall not disturb areas outside the grading limits.

- C. Contractor shall compact all fills within right-of-way easement to 95% of Standard Proctor Density. Fills outside of the right-of-way compact limits may be compacted to no less than 90% density.

17. SUBGRADE PREPARATION

- A. Contractor shall prepare subgrade with moisture and density control as required by the SUDAS Standard Specifications.
- B. No street section shall be paved until after proof rolling the section with a truck loaded to the maximum tandem axle gross weight of 34,000 pounds. Failed areas shall be repaired and proof rolled again. Proof rolling is considered incidental to the subgrade preparation.
- C. Prior to paving, the subgrade on all mainline streets to be trimmed to the final grade elevation using an automatically controlled trimming machine.

18. STORM SEWER IMPROVEMENTS

- A. For all intakes less than 4.5 feet deep, Contractor shall construct a concrete-filled well for which to place the bottom of the intake a minimum of 4.5 feet below the gutter elevation of the street.
- B. Contractor shall provide precast structures, where possible.
- C. Contractor shall provide smooth transition between pipe invert and structure. Lift holes on all storm sewer structures shall be grouted. Intakes shall be grouted along the line of casting, adjusting rings, and structures.
- D. Contractor shall grade the area around FES storm sewer inlets and outlets to provide positive drainage.
- E. Subdrain shall be wrapped and rodent guards shall be at all subdrain daylight locations provided.

19. P.C.C. PAVING, SIDEWALK, DRIVEWAY, AND TRAIL

- A. Special care should be taken when forming at intersections so that the profiles and elevations shown on the cross sections, plan and profile, and intersection detail sheets are obtained. Short lengths of forms or flexible forms may be necessary.
- B. Maturity testing shall be utilized for all work requiring a paving machine.
- C. Maturity testing shall be utilized to expedite street opening.
- D. All sidewalks shall be constructed to meet American with Disabilities Act (PROWAG) requirements. If it is not possible to maintain PROWAG required slopes, the Contractor shall notify the Engineer immediately. Any sidewalks that are placed with non-compliant slopes shall be removed and replaced at the Contractor's expense. Pedestrian ramps shall be doweled.
- E. The Contractor shall perform smoothness testing and furnish test results to the Engineer in accordance with Section 7010, 3.08.C1. Smoothness incentives are not in effect for this project.
- F. Refer to SUDAS Section 7010, 1.08D for concrete thickness pay factor and thickness cores. Pavement disincentives will be charged and no thickness incentives will be paid.
- G. The use of a paving machine is required for all mainline sections of paving.
- H. Concrete mix for work associated with street paving, driveways, trails, and sidewalks shall conform to the following requirements:
 - 1. Concrete shall be Class C-4.
 - 2. Minimum Compressive Strength at 28 days shall be 4,000 psi. Areas not meeting this requirement will be subject to repairs, replacement, or reduced payment as determined by the Engineer. Compression test results will represent all concrete placed in the same lot.
 - 3. Slump, air content, water-cement ratio and supplementary cementitious materials are specified in SUDAS.
 - 4. Lose of ground granulated blast furnace slag is not permitted on the project.

- I. Cracked panels shall be removed and replaced at the Contractor's expense.

20. TRENCH BACKFILL

- A. Contractor shall compact the backfill adjacent to or within 12" over pipe with hand operated pneumatic or mechanical tampers or other approved techniques to consolidate primary trench backfill.
- B. Contractor shall compact secondary backfill with rollers or vibrating plate compactors in lifts to the specified density and moisture content.
- C. Contractor shall not use drop hammers, backhoe buckets, or flooding/jetting for compacting backfill.

******END OF SECTION******

CITY OF MUSCATINE, IOWA
CONSTRUCTION PLANS FOR
FULLIAM AVE RECONSTRUCTION - PHASE 1
LETTING DATE: APRIL 4, 2023

Utility Contacts

City of Muscatine Storm/Sewer
Matt Chandler
1459 Washington St.
Muscatine, IA 52761
563-260-8838
Muscatine Power & Water
Andy Haney
3205 Cedar St.
Muscatine, IA 52761
563-260-7458
Alliant Energy - Gas Main
John Carney
215 Oak St
Muscatine, IA 52761
563-288-3322
Century Link - Communication
Tom Sturmer
3908 Utica Ridge Road
Bettendorf, IA 52722
303-664-8090
Wind Stream
Joe Green
1450 N. Center Point Rd
Hiawatha, IA 52233
319-790-7510

SHEET NUMBER	SHEET TITLE
A.01 - A.02	TITLE SHEET, LEGEND
B.01	TYPICAL SECTIONS & DETAILS
C.01 - C.02	QUANTITIES & ESTIMATE REFERENCE NOTES
CE.01	EROSION & SEDIMENT CONTROL
D.01 - D.02	PLAN & PROFILE - MAINLINE
J.01	TRAFFIC CONTROL
K.01 - K.02	INTERSECTION DETAILS
L.01	JOINTING PLAN
M.01	STORM SEWER & WATER MAIN SHEETS
R.01	REMOVALS PLAN
S.01 - S.02	SIDEWALK PLAN & ADA COMPLIANCE
W.01 - W.02	CROSS SECTIONS
THIS PLAN SET CONTAINS <u>18</u> SHEETS.	

A Resolution of Necessity regarding this project was approved by the Muscatine City Council on _____

Approved for construction: _____
Brian Stineman
Public Works Director



PROJECT LOCATION

MAP OF A PORTION OF THE
CITY OF MUSCATINE, IOWA
MUSCATINE COUNTY, IA

GOVERNING SPECIFICATIONS

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS MANUAL (SUDAS) AND THE CEDAR RAPIDS GENERAL SUPPLEMENTS TO SUDAS STANDARD SPECIFICATIONS (2022 EDITION).



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CITY OF MUSCATINE, IOWA
FULLIAM AVE RECONSTRUCTION - PHASE 1
TITLE SHEET

SHEET
A.01

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.

Adrian Holmes
Adrian L. Holmes, P.E.
LICENSE NUMBER: 17935 DATE: 3/8/2023
MY LICENSE RENEWAL DATE IS 12/31/2023
PAGES OR SHEETS COVERED BY THIS SEAL:
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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		SATELLITE DISH
	AIR CONDITION UNIT		SIGN TRAFFIC
	ANTENNA		SIGNAL CONTROL CABINET
	AUTO SPRINKLER CONNECTION		SOIL BORING
	BARRICADE PERMANENT		SIREN
	BASKETBALL POST		TELEPHONE BOOTH
	BENCH		TILE INLET
	BIRD FEEDER		TILE OUTLET
	BOLLARD		TILE RISER
	BUSH		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT POLE		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		
	REGULATION STATION GAS		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS
	LIGHT POLE

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	HMA PAVEMENT		SIDEWALK		PCC PAVEMENT
	DRIVEWAY		GRAVEL		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1-800-292-8989

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

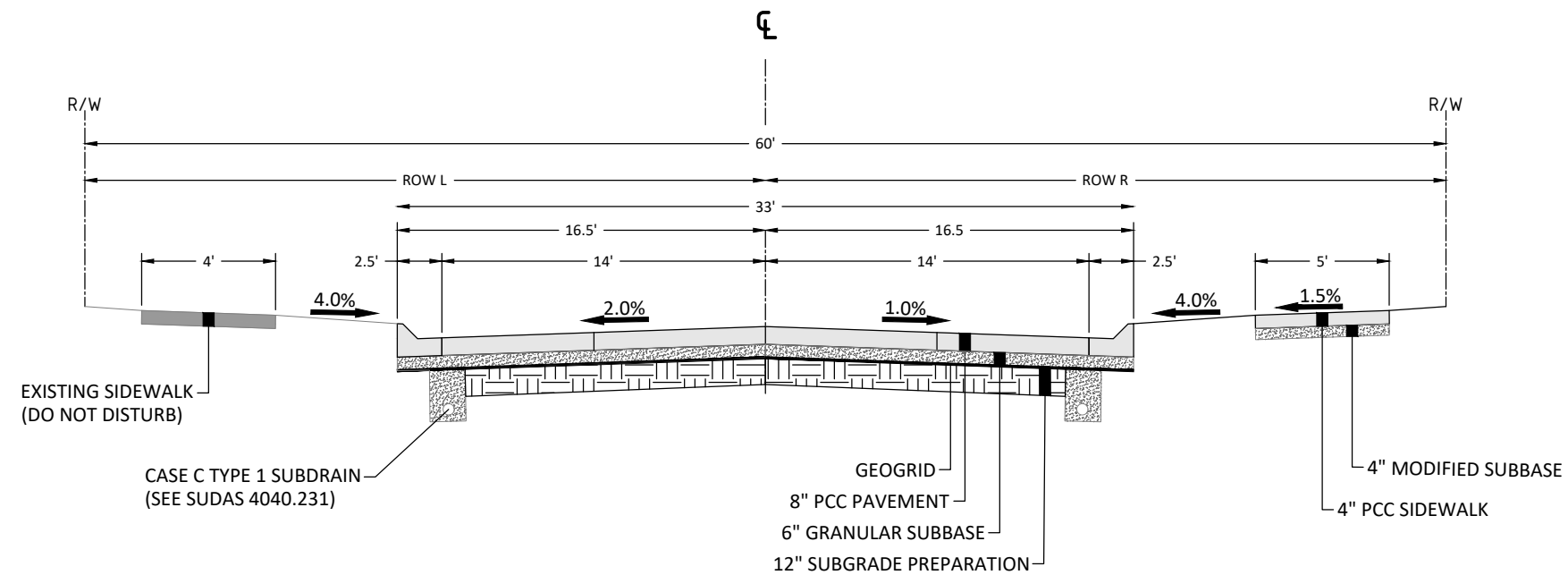
A	ALGEBRAIC DIFFERENCE	GV	GATE VALVE	RT	RIGHT
ADJ	ADJUST	HDPE	HIGH DENSITY POLYETHYLENE	SAN	SANITARY SEWER
ALT	ALTERNATE	HH	HANDHOLE	SCH	SCHEDULE
B-B	BACK TO BACK	HMA	HOT MIX ASPHALT	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MH	MANHOLE	TYP	TYPICAL
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VCP	VITRIFIED CLAY PIPE
C.O.	CHANGE ORDER	MPW	MUSCATINE POWER & WATER	VERT	VERTICAL
COMM	COMMUNICATION	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
CSP	CORRUGATED STEEL PIPE	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CLVT	CULVERT	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
DIA	DIAMETER	NTS	NOT TO SCALE	WM	WATERMAIN
DIP	DUCTILE IRON PIPE	NWL	NORMAL WATER LEVEL	WS	WATER SERVICE
DWY	DRIVEWAY	OHW	ORDINARY HIGH WATER LEVEL		
E	EXTERNAL CURVE DISTANCE	PC	POINT OF CURVE		
ESMT	EASEMENT	PCC	PORTLAND CEMENT CONCRETE	AC	ACRES
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CF	CUBIC FEET
ELEV/EL	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CV	COMPACTED VOLUME
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	CY	CUBIC YARD
ER	END RADIUS	PERM	PERMANENT	EA	EACH
EX	EXISTING	PI	POINT OF INTERSECTION	EV	EXCAVATED VOLUME
FES	FLARED END SECTION	PL	PROPERTY LINE	LB	POUND
F-F	FACE TO FACE	PRC	POINT OF REVERSE CURVE	LF	LINEAR FEET
FF	FINISHED FLOOR	PT	POINT OF TANGENT	LS	LUMP SUM
F&I	FURNISH AND INSTALL	PVC	POLYVINYL CHLORIDE PIPE	LV	LOOSE VOLUME
FM	FORCEMAIN	PVMT	PAVEMENT	SF	SQUARE FEET
FO	FIBER OPTIC	R	RADIUS	SV	STOCKPILE VOLUME
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE	SY	SQUARE YARD
GRAN	GRANULAR	RET	RETAINING		
GRAV	GRAVEL	R/W	RIGHT-OF-WAY		
GU	GUTTER	RSC	RIGID STEEL CONDUIT		



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1
B.01 FULLIAM AVE TYPICAL SECTION
NOT TO SCALE

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CITY OF MUSCATINE, IOWA
 FULLIAM AVE RECONSTRUCTION - PHASE 1

TYPICAL SECTIONS

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ESTIMATED PROJECT QUANTITIES					
ITEM NO.	ITEM CODE	ITEM	UNIT	Tot. Est. Quantity	AS BUILT QUANT.
1	2010-108-C-0	CLEARING AND GRUBBING	LS	1	
2	2010-108-D-3	TOPSOIL, OFF-SITE	CY	600	
3	2010-108-E-0	EXCAVATION, CLASS 10	CY	1000	
4	2010-108-G-0	SUBGRADE PREPARATION	SY	3370	
5	2010-108-H-0	SUBGRADE TREATMENT, GEO-GRID	SY	3370	
6	2010-108-I-0	SUBBASE, GRANULAR	SY	3784	
7	2010-108-I-0	SUBBASE, MODIFIED	SY	596	
8	2010-108-L-0	SUBGRADE COMPACTION TESTING	LS	1	
9	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	120	
10	3010-108-F-0	TRENCH COMPACTION TESTING	LS	1	
11	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15-INCH	LF	291	
12	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18-INCH	LF	64	
13	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30-INCH	LF	58	
14	4020-108-C-0	REMOVAL OF STORM SEWER, <36" DIA.	LF	351	
15	4040-108-A-0	SUBDRAIN, TYPE 1 CASE C, 6-INCH	LF	1455	
16	6010-108-B-0	INTAKE, SW-507	EA	8	
17	6010-108-B-0	INTAKE, SW-507, TOP ONLY	EA	4	
18	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	3	
19	6010-108-H-0	REMOVE MANHOLE	EA	2	
20	6010-108-H-0	REMOVE INTAKE	EA	4	
21	7010-108-A-0	PAVEMENT, PCC, 8-INCH	SY	3370	
22	7030-108-A-0	REMOVAL OF SIDEWALK	SY	31	
23	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	301	
24	7030-108-E-0	SIDEWALK, PCC, 4" (THICKNESS)	SY	351	
25	7030-108-G-0	DETECTABLE WARNING	SF	110	
26	7030-108-H-1	DRIVEWAY, PAVED, PCC, 7-INCH	SY	255	
27	7040-108-B-0	SUBBASE OVER-EXCAVATION	TON	50	
28	7040-108-H-0	PAVEMENT REMOVAL	SY	3370	
29	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.33	
30	9040-108-A-1	SWPPP PREPARATION	LS	1	
31	9040-108-A-2	SWPPP MANAGEMENT	LS	1	
32	9040-108-D-1	FILTER SOCK, COMPOST, 12 IN.	LF	1375	
33	9040-108-D-2	FILTER SOCKS, REMOVAL	LF	1375	
34	9040-108-T-1	INLET PROTECTION DEVICE, DROP IN PROTECTION	EA	11	
35	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	33	
36	9072-108-A-0	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	21	
37	11020-108-A-1	MOBILIZATION	LS	1	
38	11030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	1	
39	11030-108-B-0	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	
40	11050-108-A-0	CONCRETE WASHOUT	LS	1	



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CITY OF MUSCATINE, IOWA
FULLIAM AVE RECONSTRUCTION - PHASE 1

QUANTITIES

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ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-C-0	<u>CLEARING AND GRUBBING</u> REFER TO 'R' SHEETS FOR LOCATIONS
2	2010-108-D-3	<u>TOPSOIL, OFF-SITE</u> QUANTITY OF OFF-SITE TOPSOIL IS BASED ON REPLACING 6-INCH DEPTH WITHIN EXISTING ROADWAY CORRIDOR.
3	2010-108-E-0	<u>EXCAVATION, CLASS 10</u> ESTIMATED CUT VOLUME = 1000 CY ESTIMATED FILL VOLUME = 0 CY ESTIMATED TO BE DISPOSED AT OFFSITE LOCATION = 1000 CY THIS QUANTITY IS AN ESTIMATE. PAYMENT SHALL BE PER CUBIC YARD MEASURED DURING CONSTRUCTION AND APPROVED BY THE ENGINEER.
4	2010-108-G-0	<u>SUBGRADE PREPARATION</u> SEE "B" SHEETS FOR TYPICAL SECTIONS.
5	2010-108-H-0	<u>SUBGRADE TREATMENT, GEO-GRID</u> GEOGRID TO BE PLACED BETWEEN SUBBASE AND SOIL. SEE "B" SHEETS FOR TYPICAL SECTION.
6	2010-108-I-0	<u>SUBBASE, GRANULAR</u> REFER TO TYPICAL SECTIONS ON "B" SHEETS.
7	2010-108-I-0	<u>SUBBASE, MODIFIED</u> REFER TO TYPICAL SECTIONS ON "B" SHEETS. MODIFIED SUBBASE SHALL BE USED UNDER SIDEWALK.
8	2010-108-L-0	<u>SUBGRADE COMPACTION TESTING</u> THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION TESTING. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY HIRED BY THE CONTRACTOR.
9	3010-108-D-0	<u>REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL</u> A. THIS ITEM SHALL BE USED TO BACKFILL ALL PIPE TRENCHES. B. REPLACEMENT MATERIAL SHALL BE GRANULAR MATERIAL AS APPROVED BY THE ENGINEER. C. REPLACEMENT MATERIAL QUANTITY IS CALCULATED AT A WIDTH OF PIPE DIAMETER PLUS 2 FOOT WITH VERTICAL TRENCH WALL TO WITHIN 2 FOOT OF THE BOTTOM OF THE ROCK AND THEN FLARE OUT AT A 1:1 SLOPE TO THE BOTTOM OF ROCK. REPLACEMENT MATERIAL SHALL BE MEASURED FROM TOP OF PIPE BEDDING TO BOTTOM OF SUBBASE MATERIAL. D. TRENCH BACKFILL SHOULD BE PLACED AND COMPACTED AS DESCRIBED IN THE SUDAS STANDARD SPECIFICATIONS, SECTION 3010, WITH THE FOLLOWING MODIFICATIONS: CLASS I AND II (CLEAN GRANULAR) BACKFILL MATERIALS SHOULD BE COMPACTED TO AT LEAST 70% RELATIVE DENSITY WITHIN THE RIGHT-OF-WAY, REGARDLESS OF DEPTH OR POSITION RELATIVE TO THE UTILITY LINE. CLASS III AND IVA (GRANULAR WITH FINES AND COHESIVE) BACKFILL MATERIALS SHOULD BE COMPACTED TO AT LEAST 95% WITHIN THE RIGHT-OF-WAY, REGARDLESS OF DEPTH OR POSITION RELATIVE TO THE UTILITY LINE.
10	3010-108-F-0	<u>TRENCH COMPACTION TESTING</u> THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION TESTING. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY HIRED BY THE CONTRACTOR.
11	4020-108-A-1	<u>STORM SEWER, TRENCHED, RCP, 15-INCH</u> REFER TO 'M' SHEETS FOR LOCATIONS.
12	4020-108-A-1	<u>STORM SEWER, TRENCHED, RCP, 18-INCH</u> REFER TO 'M' SHEETS FOR LOCATIONS.
13	4020-108-A-1	<u>STORM SEWER, TRENCHED, RCP, 30-INCH</u> REFER TO 'M' SHEETS FOR LOCATIONS.
14	4020-108-C-0	<u>REMOVAL OF STORM SEWER, <36" DIA.</u> REFER TO 'R' SHEETS FOR LOCATIONS.
15	4040-108-A-0	<u>SUBDRAIN, TYPE 1 CASE C, 6-INCH</u> REFER TO TYPICAL SECTIONS ON "B" SHEETS.
16	6010-108-B-0	<u>INTAKE, SW-507</u> REFER TO 'M' SHEETS FOR LOCATIONS.
17	6010-108-B-0	<u>INTAKE, SW-507, TOP ONLY</u> REFER TO 'M' SHEETS FOR LOCATIONS. PRICE BID SHALL INCLUDE REMOVAL AND DISPOSAL OF EXISTING INTAKE TOP AND MATERIALS AND LABOR TO FIELD FIT NEW TOP TO EXISTING INTAKE.
18	6010-108-E-0	<u>MANHOLE ADJUSTMENT, MINOR</u> REFER TO 'R' SHEETS FOR LOCATIONS.
19	6010-108-H-0	<u>REMOVE MANHOLE</u> REFER TO 'R' SHEETS FOR LOCATIONS.
20	6010-108-H-0	<u>REMOVE INTAKE</u> REFER TO 'R' SHEETS FOR LOCATIONS.
21	7010-108-A-0	<u>PAVEMENT, PCC, 8-INCH</u> IOWA DOT C-3 OR C-4 MIX SHALL BE USED FOR THIS ITEM. SEE "D" SHEETS FOR JOINTING.
22	7030-108-A-0	<u>REMOVAL OF SIDEWALK</u> REFER TO 'R' SHEETS FOR LOCATIONS.

23	7030-108-A-0	<u>REMOVAL OF DRIVEWAY</u> REFER TO 'R' SHEETS FOR LOCATIONS.
24	7030-108-E-0	<u>SIDEWALK, PCC, 4" (THICKNESS)</u> REFER TO 'B' SHEETS FOR TYPICAL SECTION AND 'D' SHEETS FOR LOCATIONS
25	7030-108-G-0	<u>DETECTABLE WARNING</u> REFER TO 'S' SHEETS FOR LOCATIONS.
26	7030-108-H-1	<u>DRIVEWAY, PAVED, PCC, 7-INCH</u> REFER TO 'D' SHEETS FOR LOCATIONS.
27	7040-108-B-0	<u>SUBBASE OVER-EXCAVATION</u> ITEM IS FOR REMOVAL OF UNSUITABLE SUBGRADE MATERIAL AND REPLACEMENT WITH SUBBASE MATERIAL. LOCATIONS SHALL BE AS DIRECTED IN THE FIELD AFTER PAVEMENT REMOVAL AND PROOF ROLLING OF EXISTING SUBGRADE. QUANTITY IS BASED ON FIVE LOCATIONS FULL ROADWAY WIDTH, FOUR FEET WIDE, ONE FOOT DEPTH. PAYMENT SHALL BE AT THE UNIT PRICE FOR QUANTITY APPROVED BY THE ENGINEER.
28	7040-108-H-0	<u>PAVEMENT REMOVAL</u> REFER TO 'R' SHEETS FOR LOCATIONS.
29	9010-108-B-0	<u>HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING</u> SEE "CE" SHEETS FOR LOCATIONS. SEED MIX SHALL BE TYPE 1 PERMANENT LAWN MIXTURE.
30	9040-108-A-1	<u>SWPPP PREPARATION</u> CONTRACTOR SHALL BE RESPONSIBLE FOR SWPPP PREPARATION AND WILL MEET ALL REGULATORY REQUIREMENTS.
31	9040-108-A-2	<u>SWPPP MANAGEMENT</u> CONTRACTOR SHALL BE RESPONSIBLE FOR SWPPP MANAGEMENT AND WILL DO ALL REQUIRED RECORD KEEPING.
32	9040-108-D-1	<u>FILTER SOCK, COMPOST, 12 IN.</u> SEE "CE" SHEETS FOR LOCATIONS.
33	9040-108-D-2	<u>FILTER SOCKS, REMOVAL</u> SEE "CE" SHEETS FOR LOCATIONS.
34	9040-108-T-1	<u>INLET PROTECTION DEVICE, DROP IN PROTECTION</u> SEE "CE" SHEETS FOR LOCATIONS.
35	9040-108-T-2	<u>INLET PROTECTION DEVICE, MAINTENANCE</u> SEE "CE" SHEETS FOR LOCATIONS.
36	9072-108-A-0	<u>COMBINED CONCRETE SIDEWALK AND RETAINING WALL</u> SEE 'D' SHEETS FOR LOCATION.
37	11020-108-A-1	<u>MOBILIZATION</u> MISCELLANEOUS ITEMS NOT EXPLICITLY NOTED IN THE PLANS SHALL BE INCIDENTAL TO THIS ITEM.
38	11030-108-A-0	<u>MAINTENANCE OF POSTAL SERVICE</u> CONTRACTOR TO MAINTAIN POSTAL SERVICE AT ALL TIMES DURING CONSTRUCTION. THERE MAY BE TIMES DURING CONSTRUCTION WHERE THE POSTAL SERVICE OR OTHER DELIVERY SERVICES MAY NOT HAVE ACCESS TO MAIL FACILITIES AND THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE TEMPORARY ACCESS TO THOSE FACILITIES. TEMPORARY MAILBOX RELOCATION AND REINSTALLATION OR THE ESTABLISHMENT OF A TEMPORARY MAIL DROP BOX OR A COMBINATION OF THESE ITEMS SHALL BE INCLUDED IN THIS ITEM.
39	11030-108-B-0	<u>MAINTENANCE OF SOLID WASTE COLLECTION</u> CONTRACTOR TO MAINTAIN SOLID WASTE COLLECTION AT ALL TIMES DURING CONSTRUCTION. THERE MAY BE TIMES DURING CONSTRUCTION WHERE THE SOLID WASTE COLLECTION AGENCIES MAY NOT HAVE ACCESS TO SOLID WASTE RECEPTACLES OR FACILITIES AND THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE TEMPORARY ACCESS TO THOSE RECEPTACLES OF FACILITIES. THE ESTABLISHMENT OF A TEMPORARY TRASH PICK UP AREA SHALL BE COORDINATED WITH THE SOLID WASTE COLLECTION AGENCY PRIOR TO THE ESTABLISHMENT OF THE TEMPORARY AREA AND SHALL BE INCLUDED IN THIS ITEM.
40	11050-108-A-0	<u>CONCRETE WASHOUT</u> LOCATION OF CONCRETE WASHOUT SHALL BE DETERMINE IN COOPERATION BETWEEN THE CONTRACTOR AND ENGINEER.

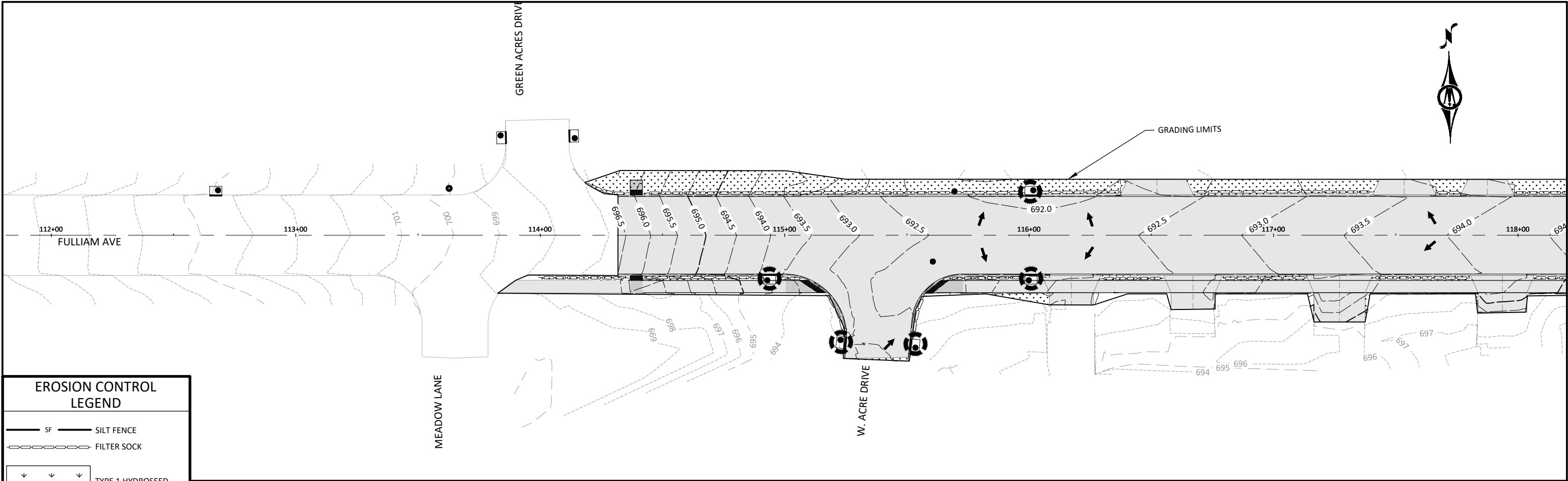


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FULLIAM AVE RECONSTRUCTION - PHASE 1	
ESTIMATE REFERENCE INFORMATION	



EROSION CONTROL
LEGEND

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SILT FENCE

○

FILTER SOCK

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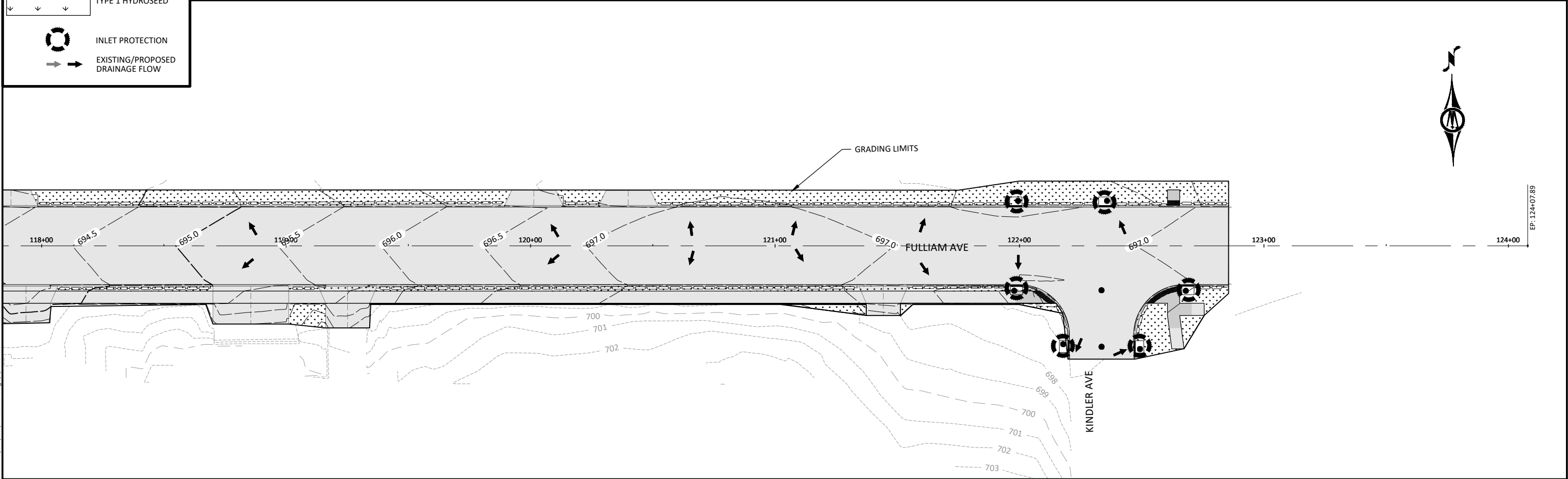
TYPE 1 HYDROSEED

⊙

INLET PROTECTION

→

EXISTING/PROPOSED
DRAINAGE FLOW



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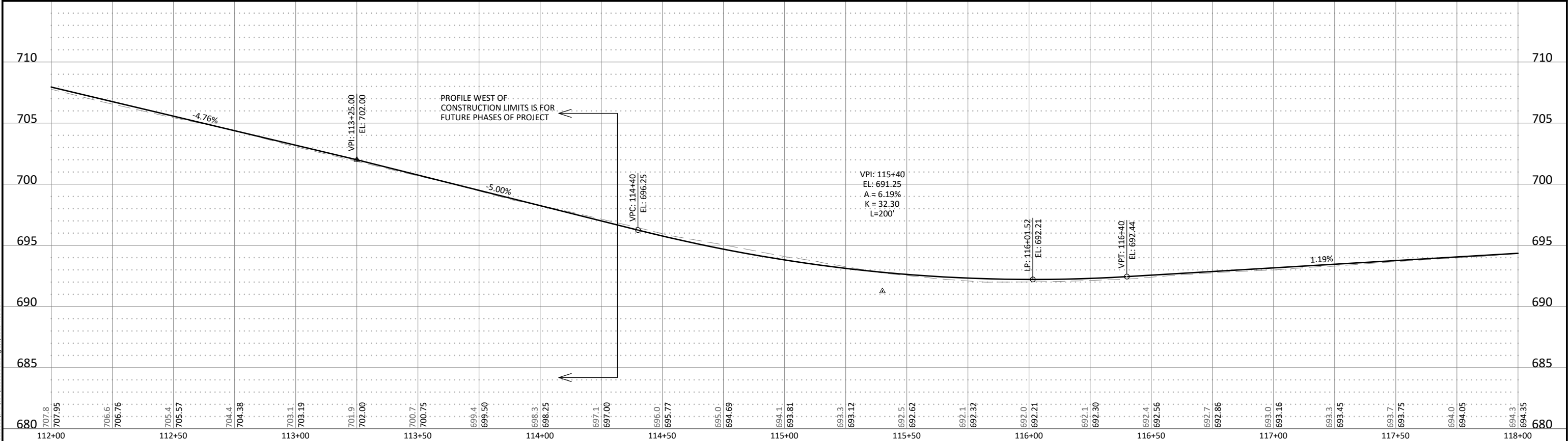
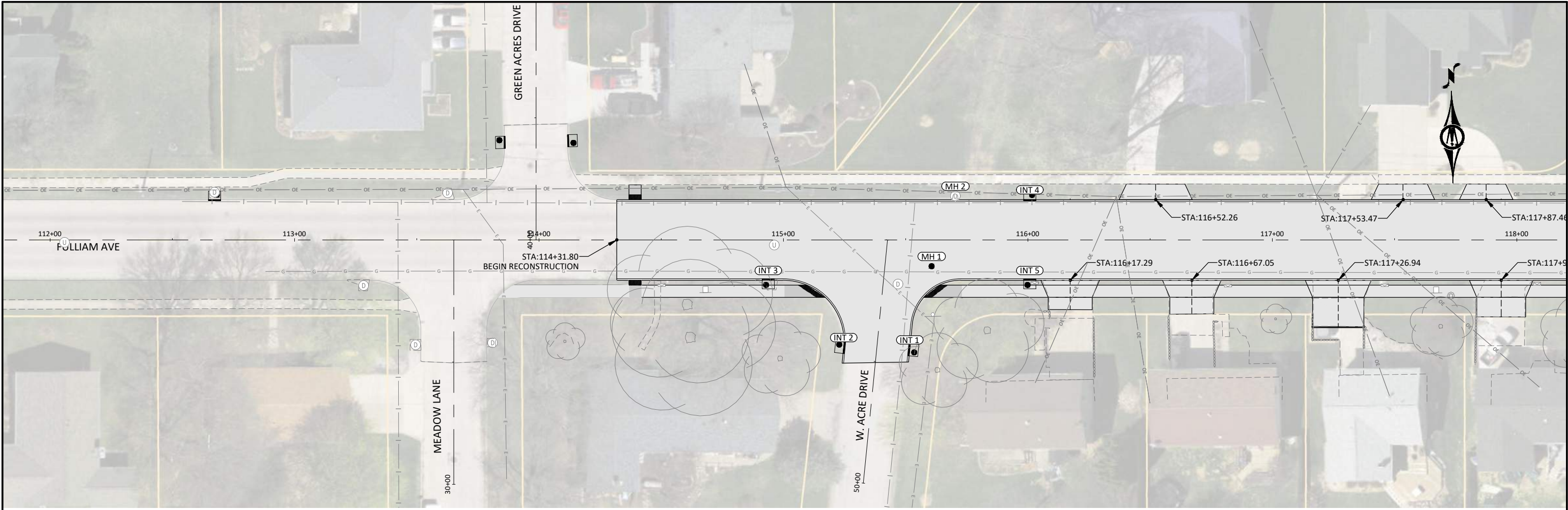
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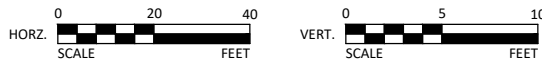
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FULLIAM AVE RECONSTRUCTION - PHASE 1
EROSION & SEDIMENT CONTROL

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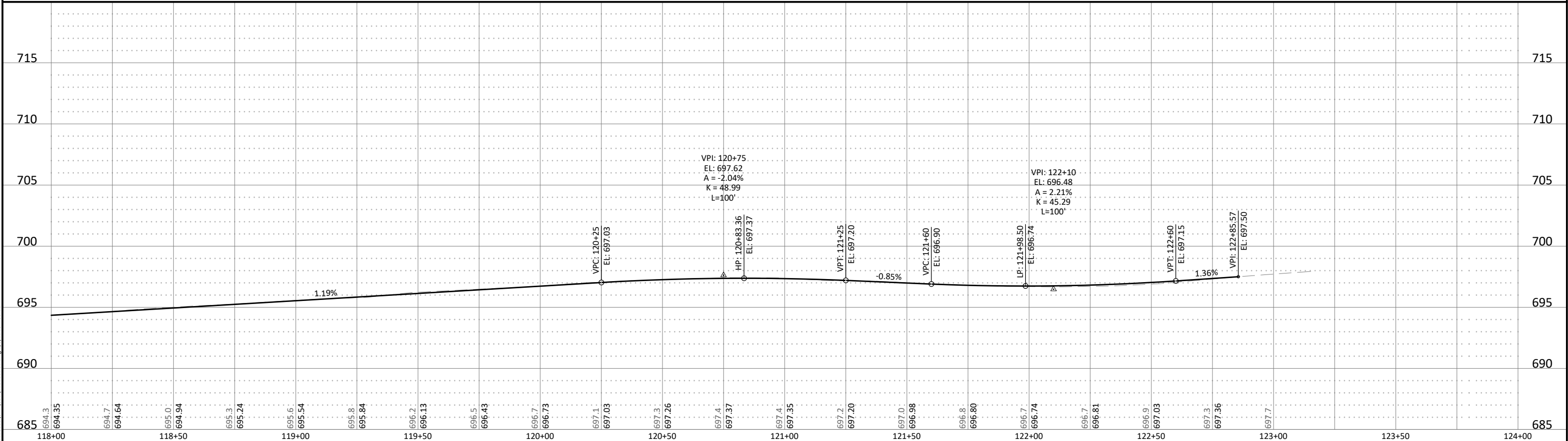
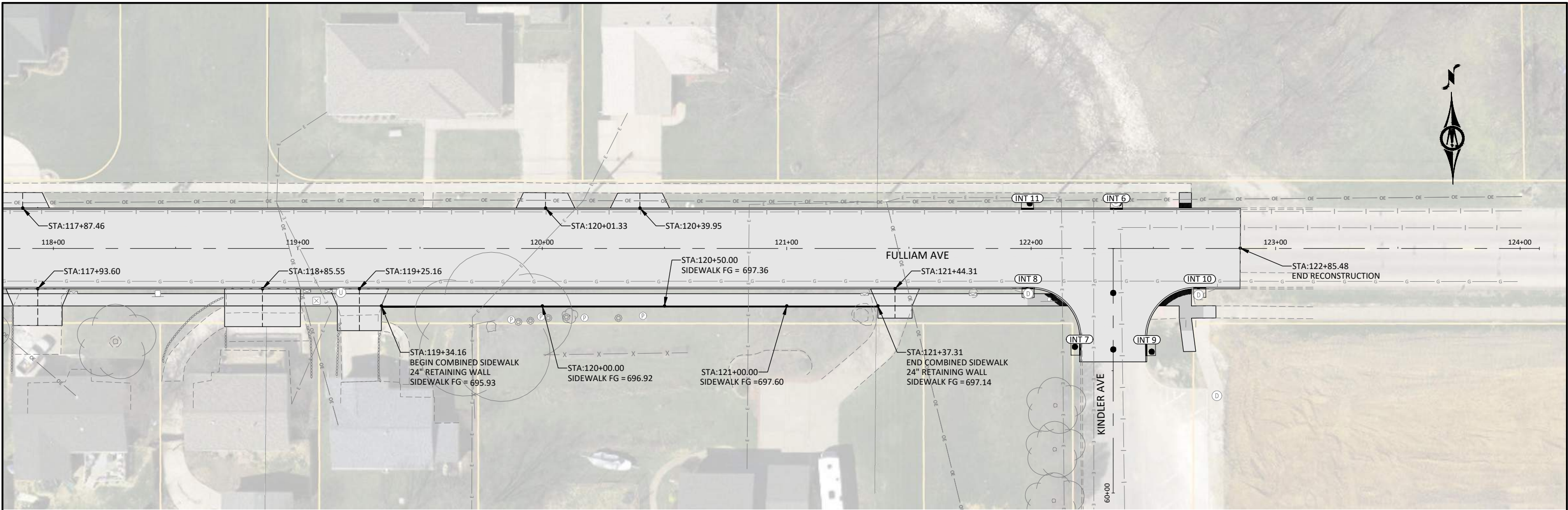


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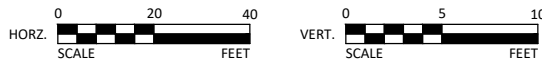
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FULLIAM AVE - PLAN & PROFILE

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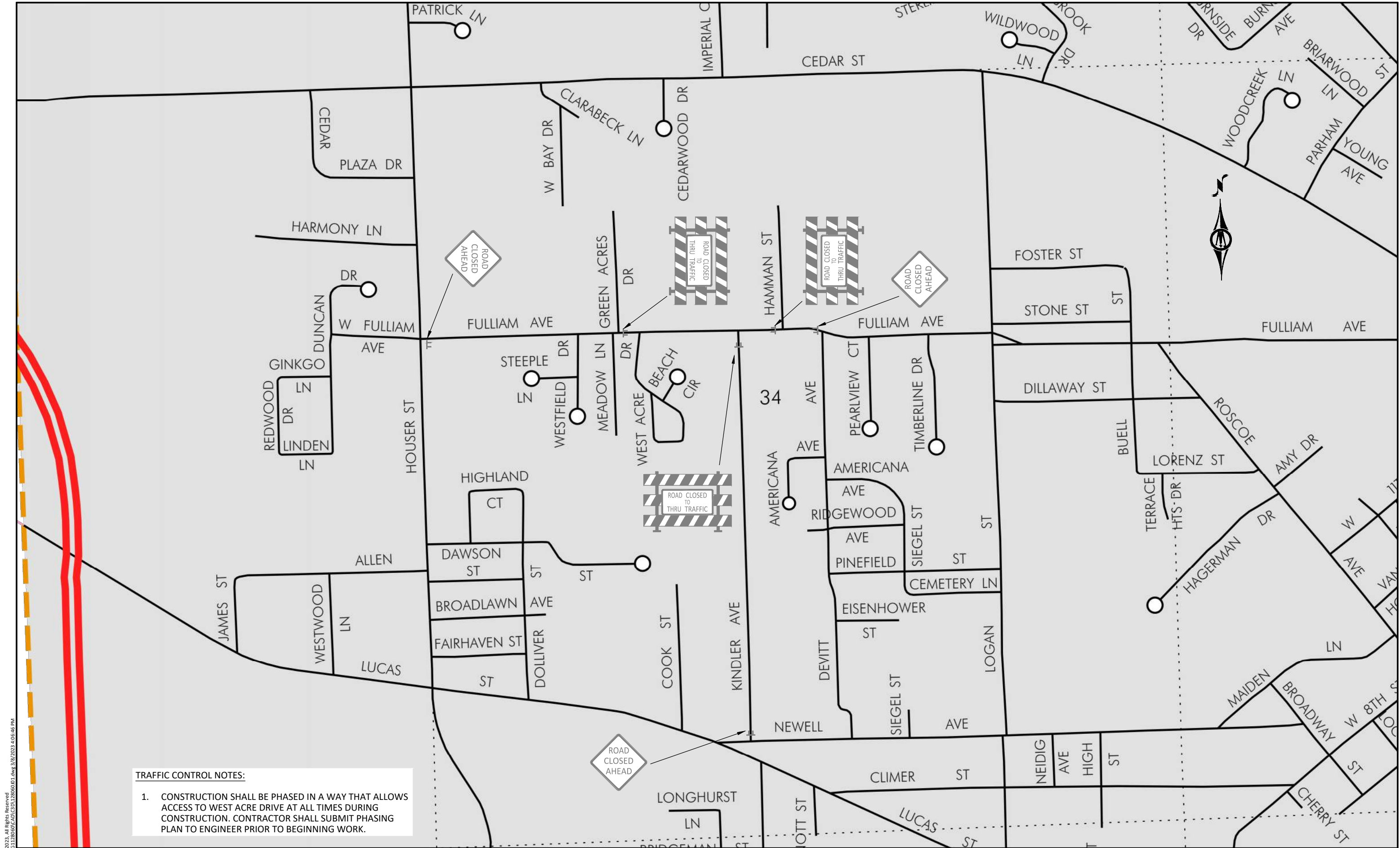


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FULLIAM AVE - PLAN & PROFILE

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TRAFFIC CONTROL NOTES:

1. CONSTRUCTION SHALL BE PHASED IN A WAY THAT ALLOWS ACCESS TO WEST ACRE DRIVE AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL SUBMIT PHASING PLAN TO ENGINEER PRIOR TO BEGINNING WORK.

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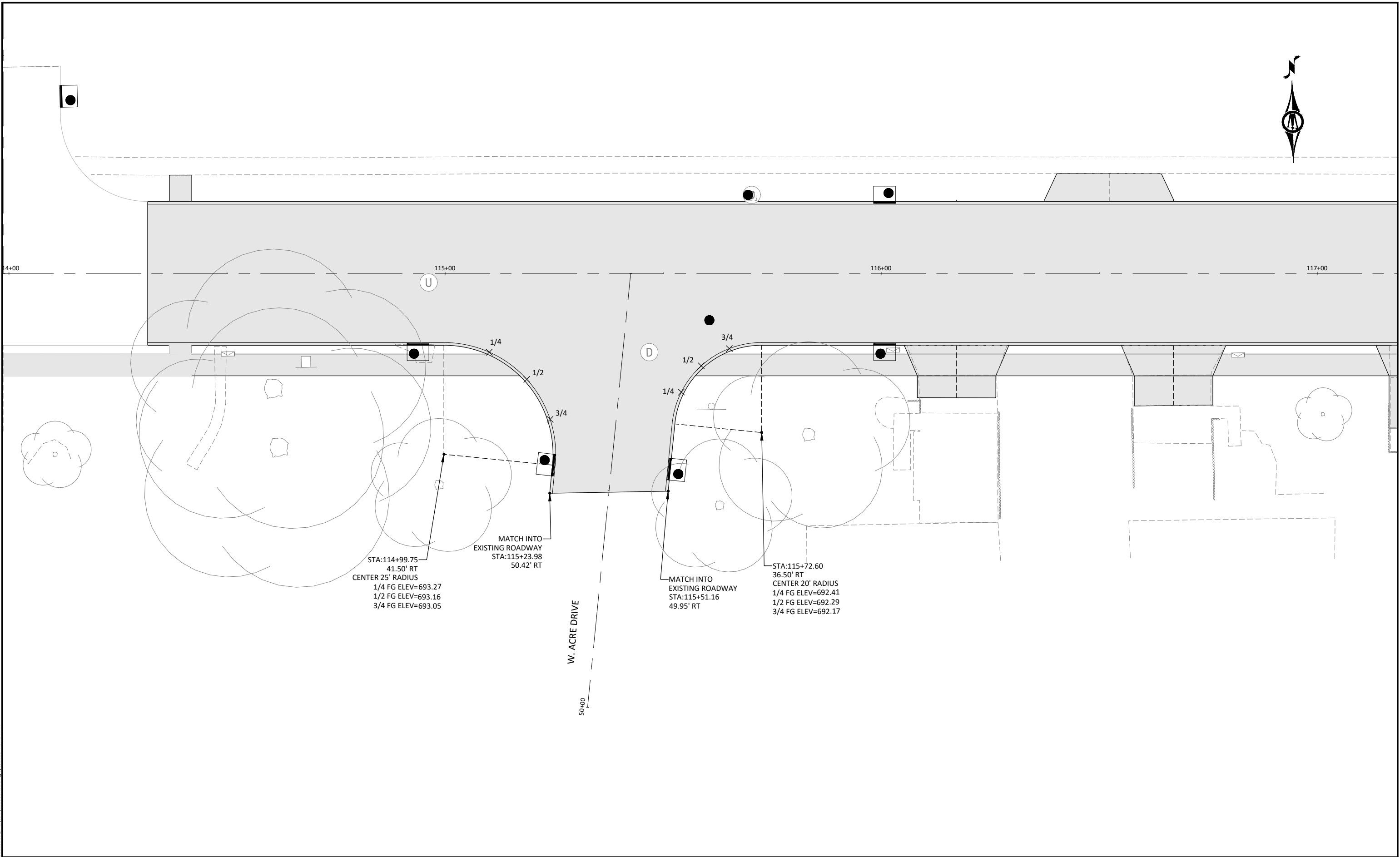


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FULLIAM AVE RECONSTRUCTION - PHASE 1	J.01
TRAFFIC CONTROL	

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HORZ. SCALE 0 20 40 FEET

VERT. SCALE 0 5 10 FEET



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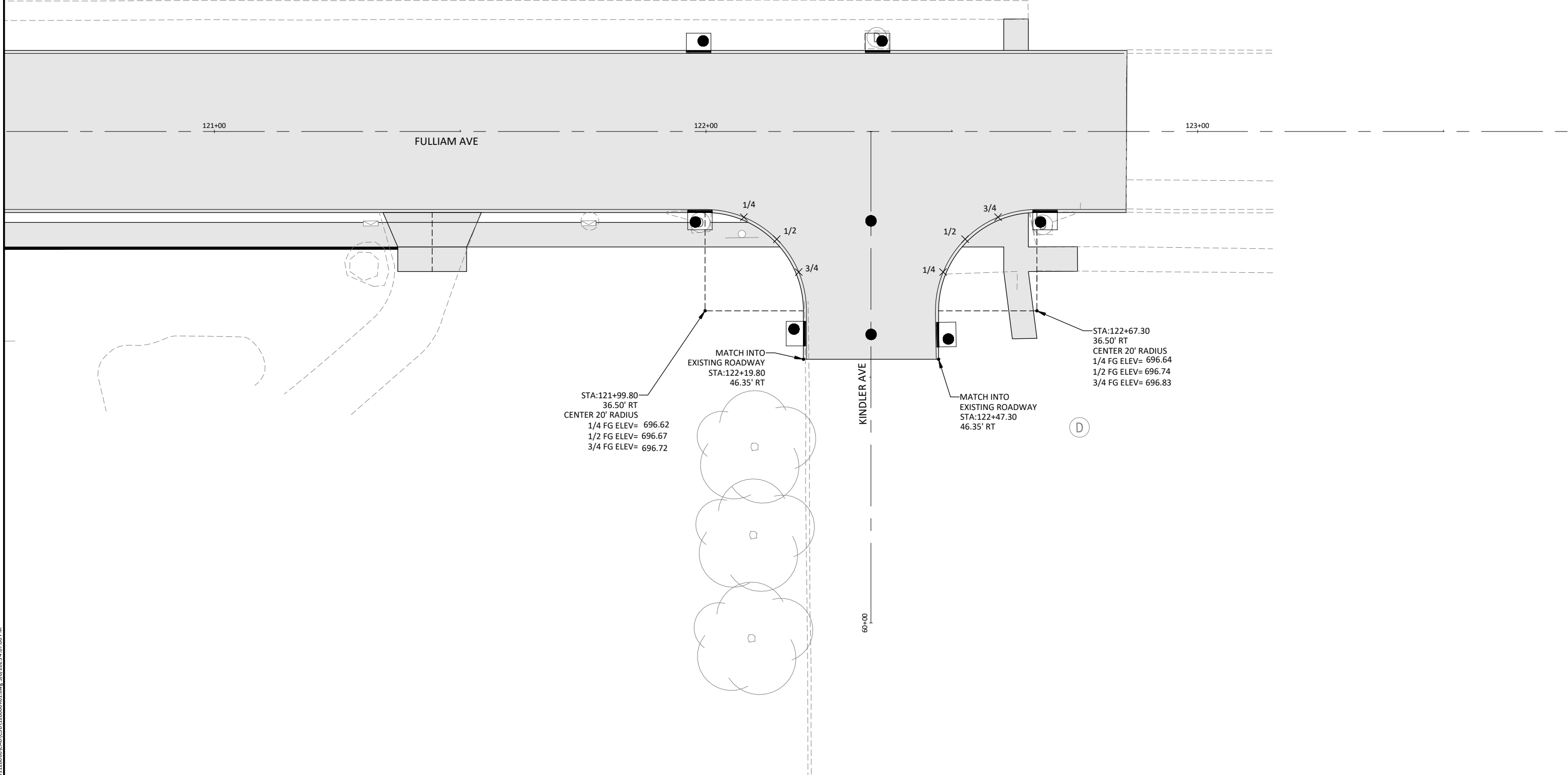
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INTERSECTION SHEETS

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HORZ. SCALE 0 20 40 FEET

VERT. SCALE 0 5 10 FEET



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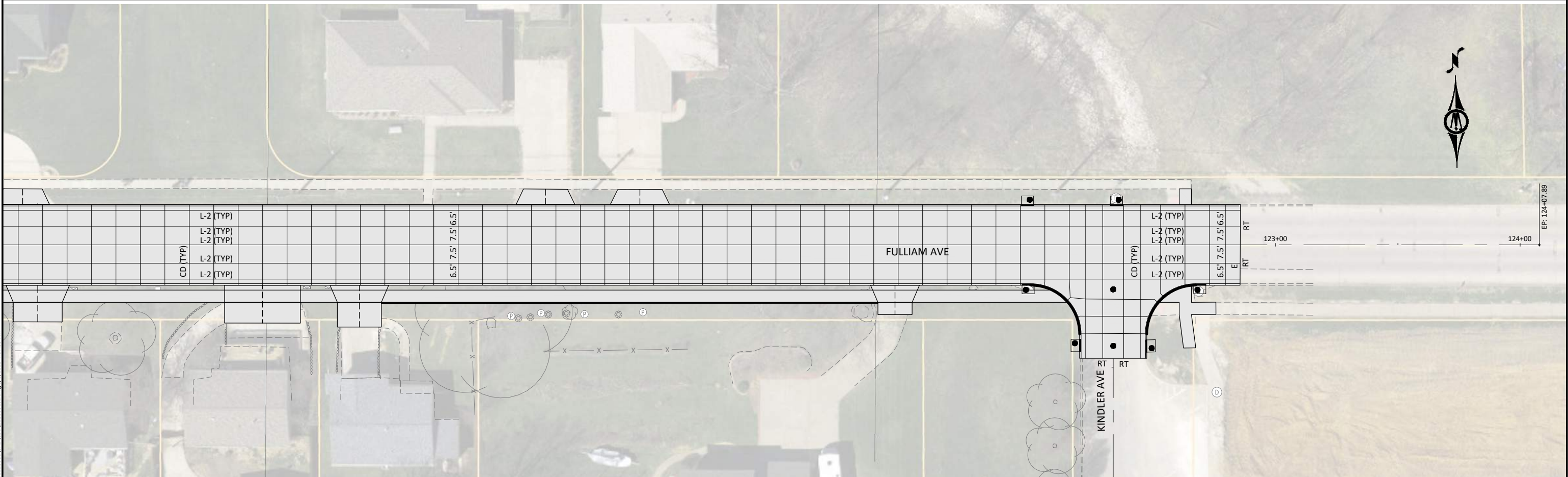
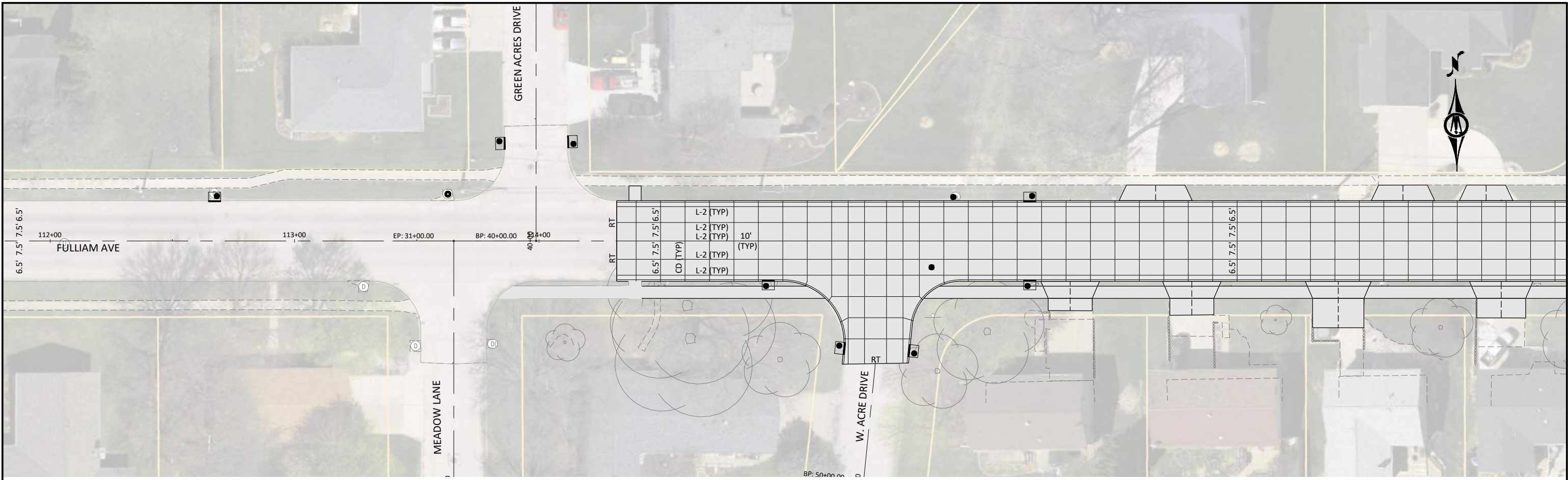
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INTERSECTION SHEETS

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K.02

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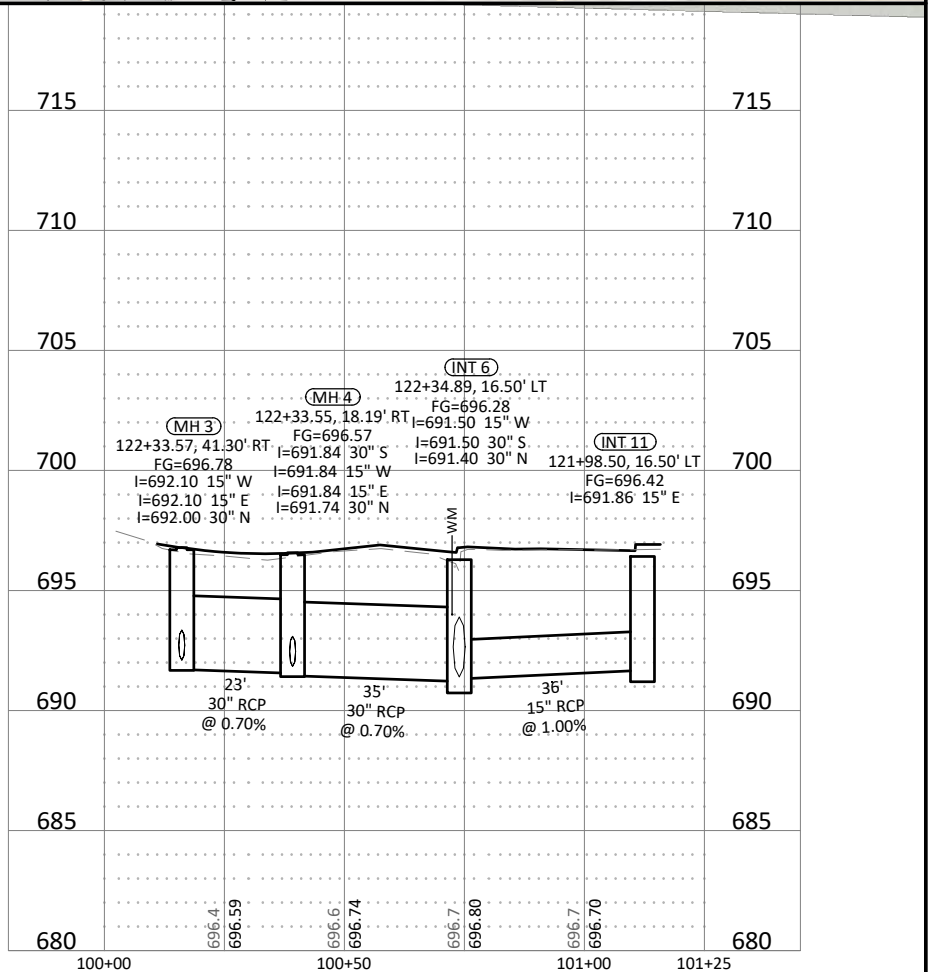
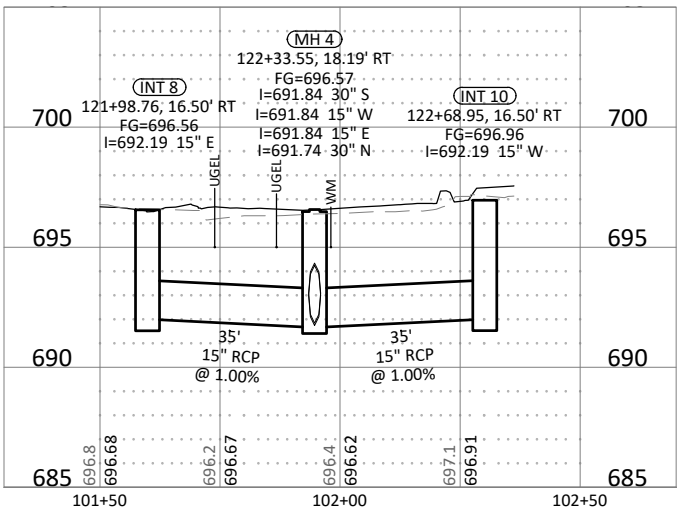
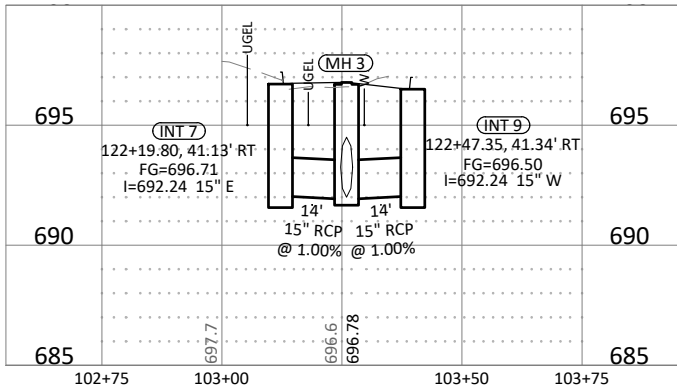
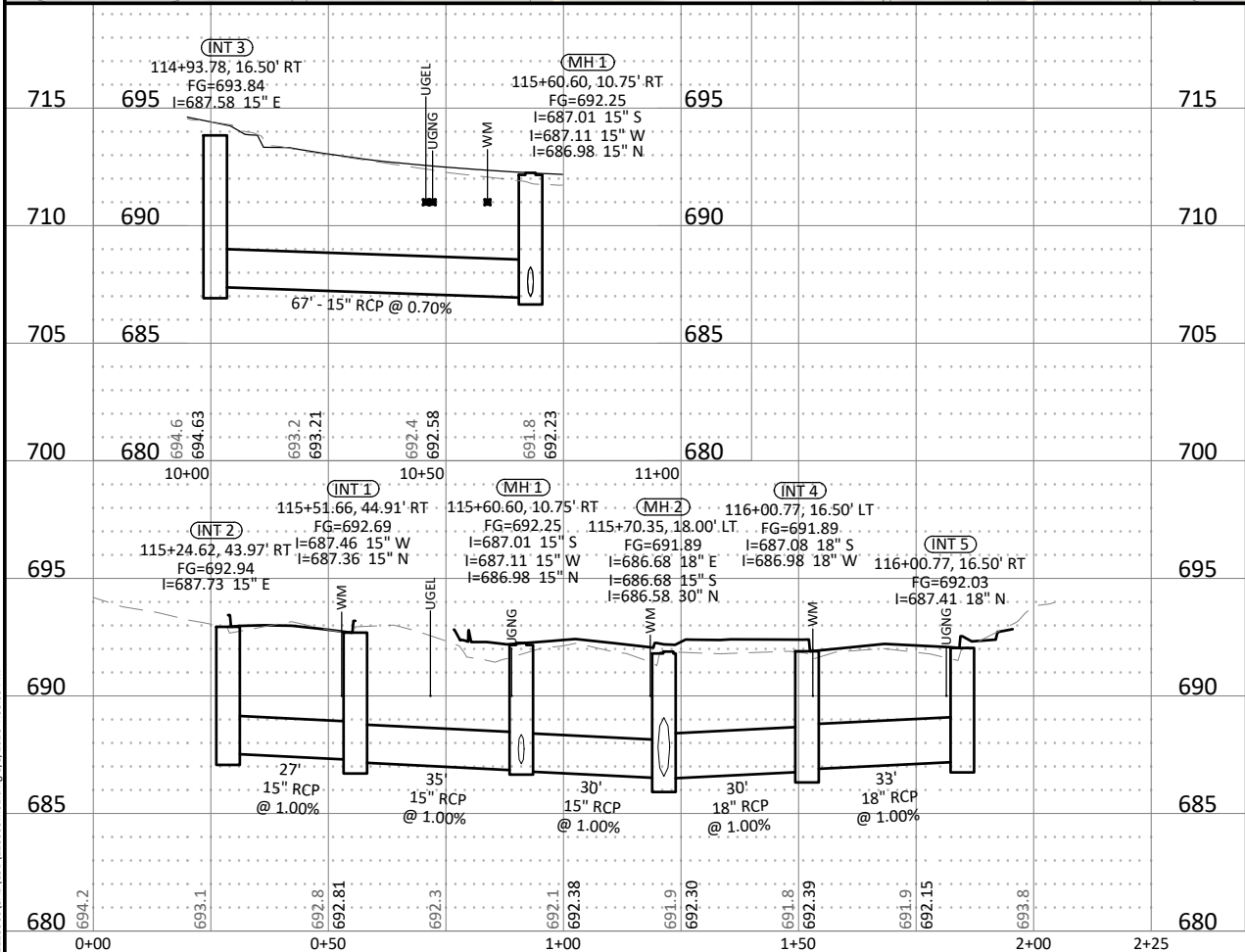
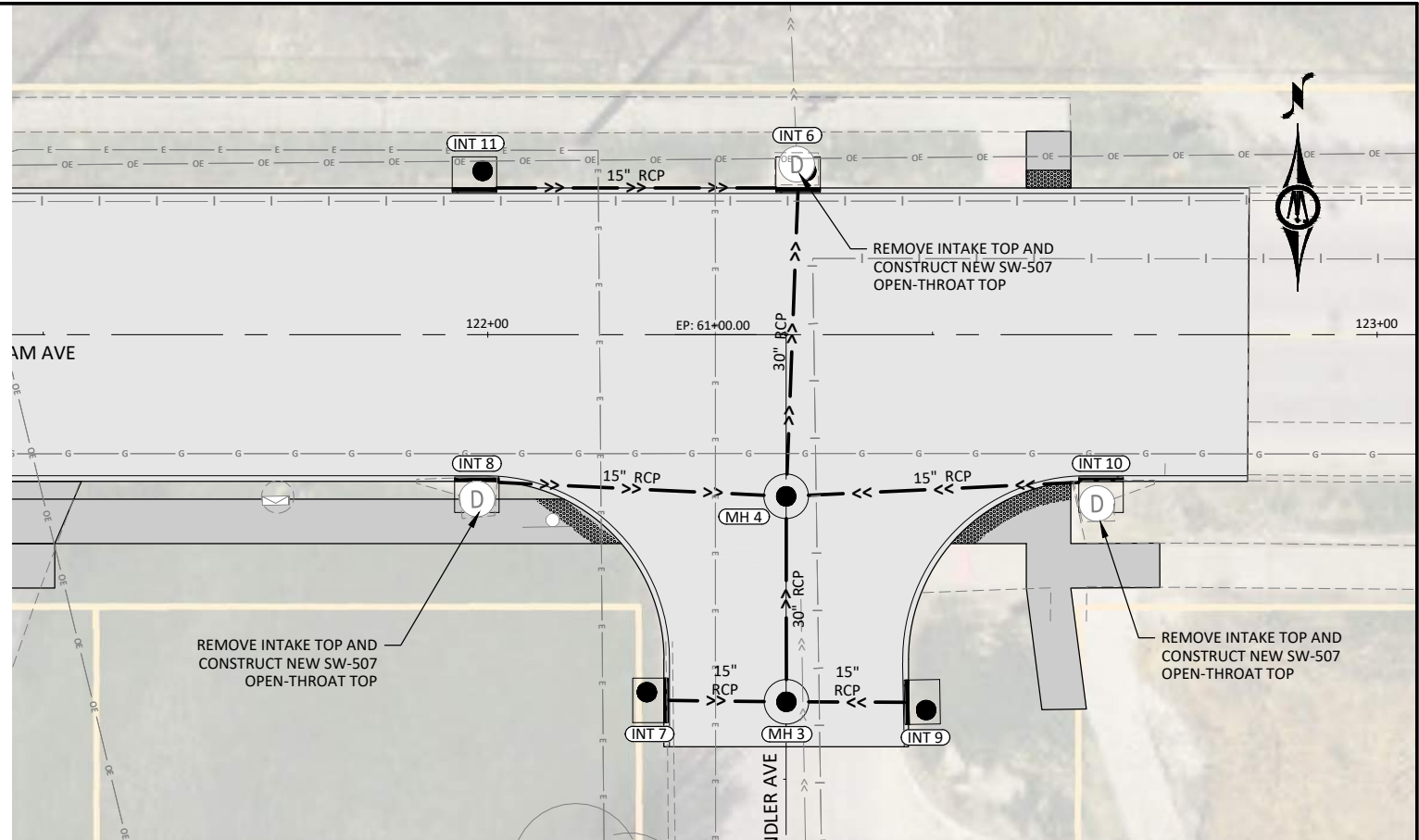
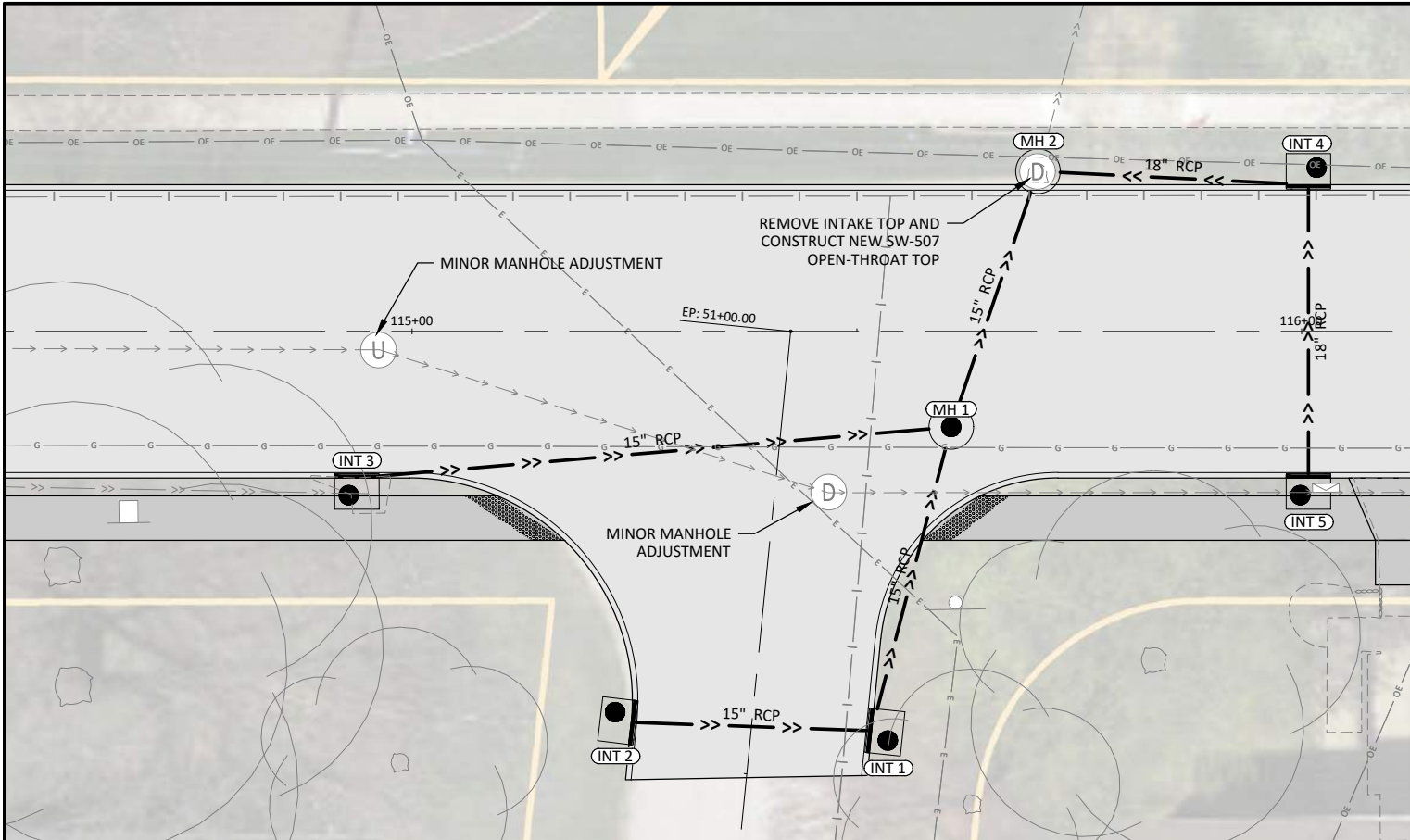
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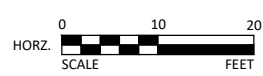
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FULLIAM AVE RECONSTRUCTION - PHASE 1
JOINTING LAYOUT

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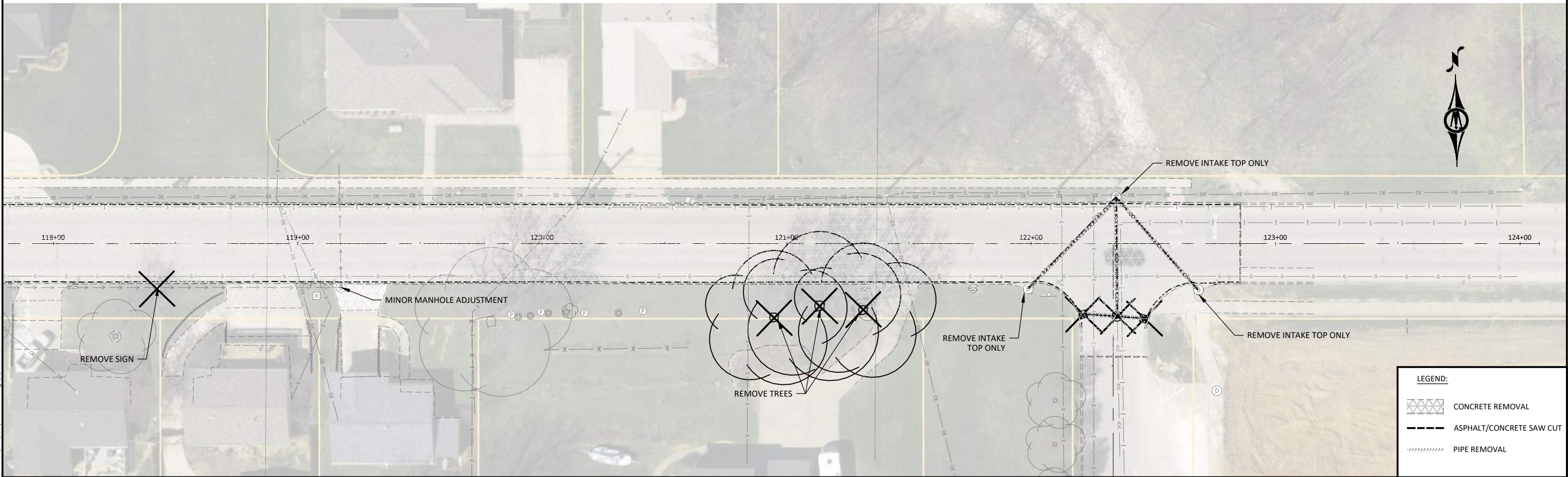
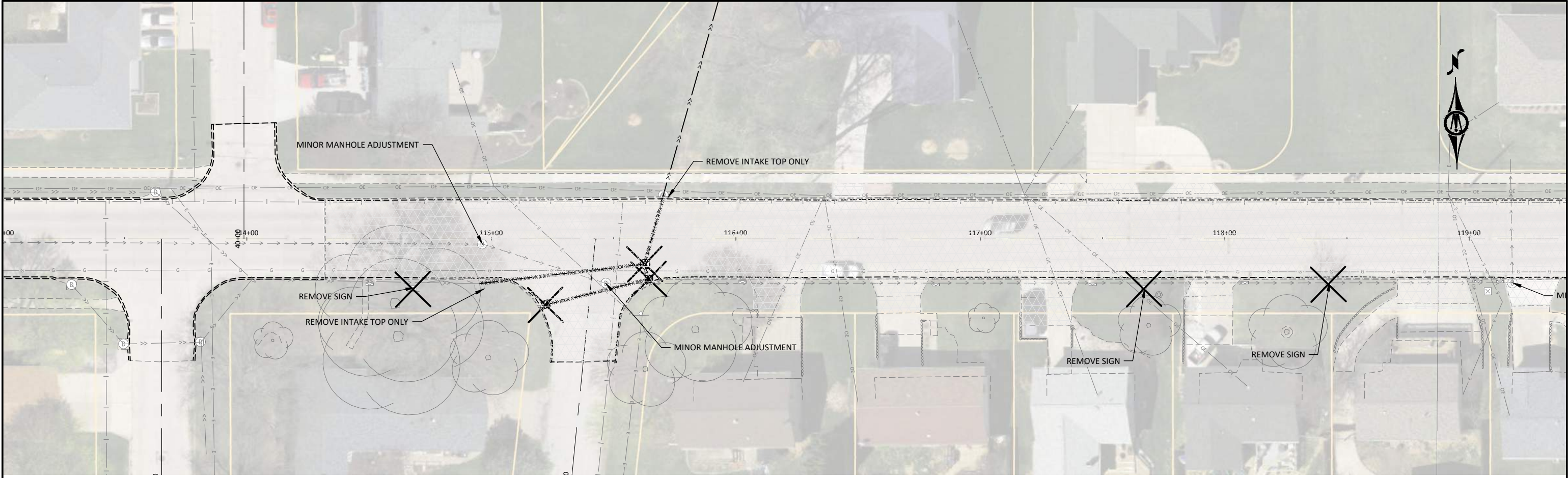


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STORM SEWER PLAN

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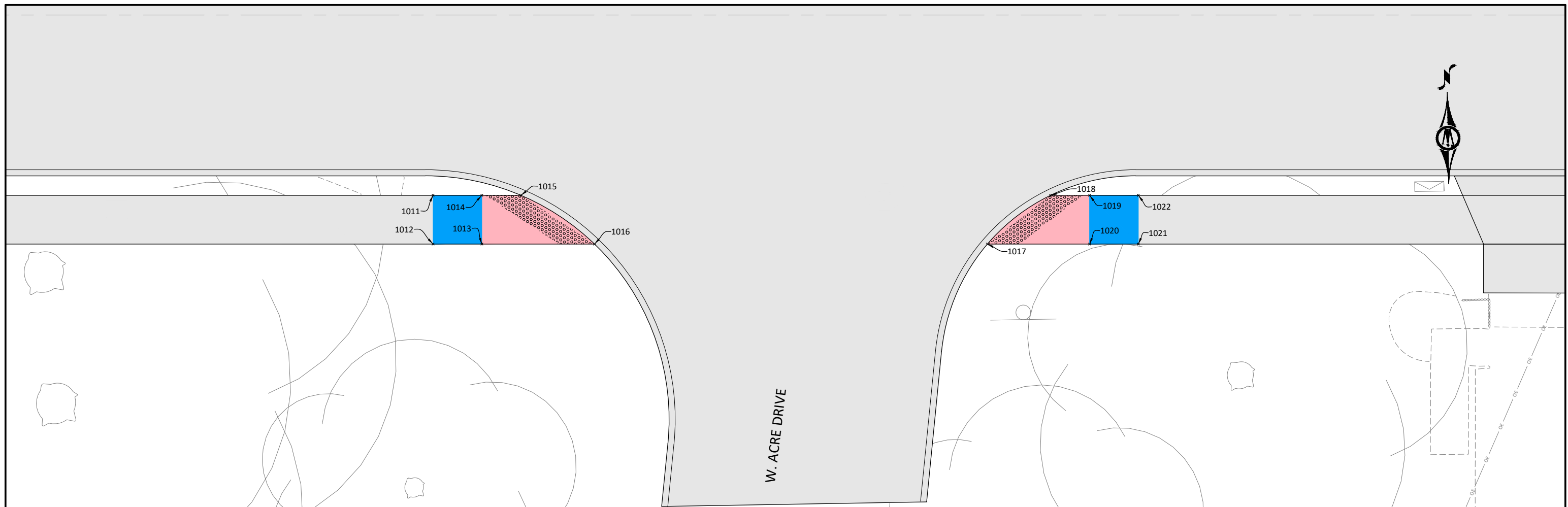
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FULLIAM AVE RECONSTRUCTION - PHASE 1

REMOVAL PLAN

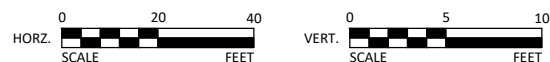
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SIDEWALK COMPLIANCE

* Does not include curb
 (1) Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
 (2) Refer to tabulation 113-01 for bid quantities.

[illegible]

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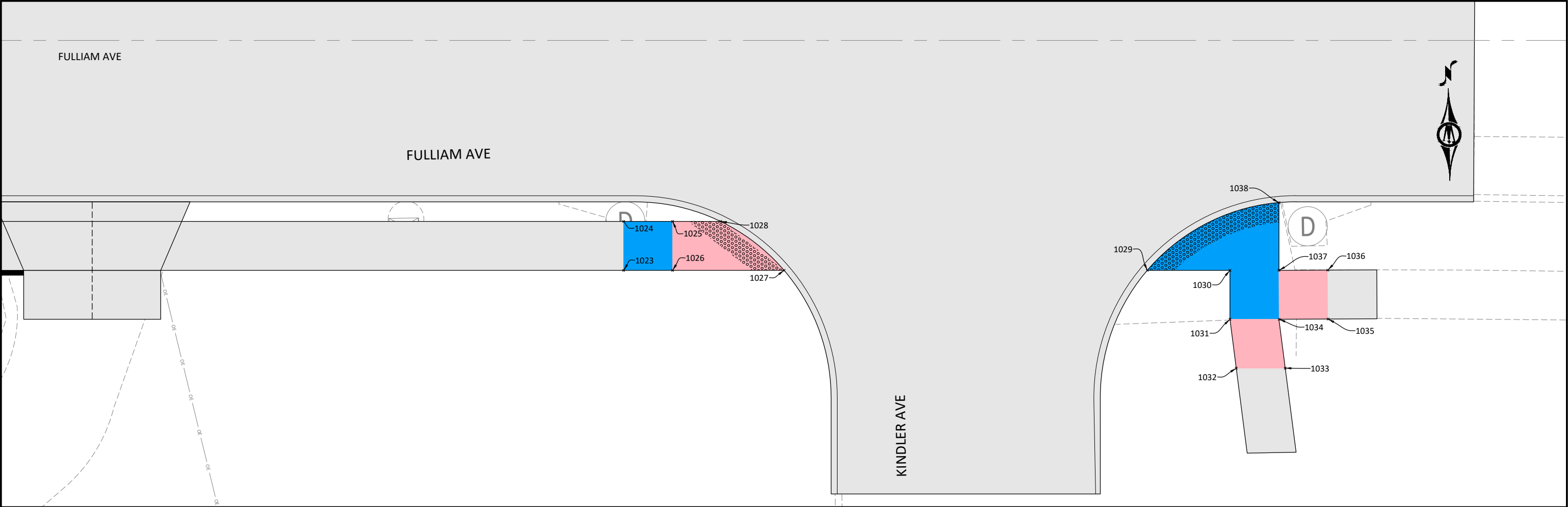
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FULLIAM AVE RECONSTRUCTION - PHASE 1

SIDEWALK SHEETS

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SIDEWALK COMPLIANCE

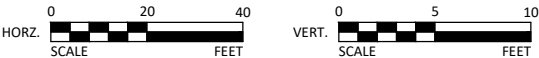
See S Sheets

04-21-20

- * Does not include curb
- ① Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
- ② Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	" PCC Sidewalk ②	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant? ①	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
				FT	FT	%	Pos. or Neg.		%			Point	Station	Offset	Elevation
1023	1024	Landing/Turning Space	4	5.00	0.08	1.6%	0.1% to 2.0%	Yes				1023	121+98.61	23.50	696.23
1024	1025	Landing/Turning Space	4	5.00	0.10	2.0%	0.1% to 2.0%	Yes				1024	121+98.61	18.50	696.31
1025	1026	Landing/Turning Space	4	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				1025	122+03.60	18.50	696.41
1023	1026	Landing/Turning Space	4	5.00	0.10	2.0%	0.1% to 2.0%	Yes				1026	122+03.60	23.50	696.33
1025	1028	Ramp Running Slope	6	5.00	0.25	5.0%	0.5% to 8.3%					1027	122+15	23.50	696.65
1026	1027	Ramp Running Slope	6	11.40	0.32	2.8%	0.5% to 8.3%					1028	122+08.52	18.50	696.66
1027	1028	Ramp Cross Slope	6	8.25	0.01	0.1%	0.1% to 2.0%					1029	122+52.10	23.50	696.75
1031	1032	Ramp Running Slope	6	5.00	0.21	4.2%	0.5% to 8.3%					1030	122+60.55	23.50	696.92
1032	1033	Ramp Cross Slope	6	5.00	0.07	1.4%	0.1% to 2.0%					1031	122+60.55	28.50	697.02
1033	1034	Ramp Running Slope	6	5.00	-0.20	-4.0%	0.5% to 8.3%					1032	122+61.20	33.50	697.23
1031	1034	Ramp Cross Slope	6	5.00	0.08	1.6%	0.1% to 2.0%	Yes				1033	122+66.20	33.50	697.30
1034	1037	Ramp Cross Slope	6	5.00	-0.10	-2.0%	0.1% to 2.0%	Yes				1034	122+65.58	28.50	697.10
1034	1035	Ramp Running Slope	6	5.00	0.31	6.2%	0.5% to 8.3%					1035	122+70.58	28.48	697.41
1035	1036	Ramp Cross Slope	6	5.00	-0.10	-2.0%	0.1% to 2.0%	Yes				1036	122+70.55	23.48	697.31
1036	1037	Ramp Running Slope	6	5.00	-0.31	-6.2%	0.5% to 8.3%					1037	122+65.55	23.50	697.00
1029	1030	Landing/Turning Space	4	8.50	0.17	2.0%	0.1% to 2.0%	Yes				1038	122+65.55	16.58	696.95
1030	1031	Landing/Turning Space	4	5.00	0.10	2.0%	0.1% to 2.0%	Yes				1039	122+60.55	-16.50	697.04
1037	1038	Landing/Turning Space	4	7.00	-0.05	-0.7%	0.1% to 2.0%					1040	122+60.55	-22.88	697.17
1029	1038	Landing/Turning Space	4	15.00	0.20	1.3%	0.1% to 2.0%					1041	122+65.55	-22.88	697.24
1030	1037	Landing/Turning Space	4	5.00	0.08	1.6%	0.1% to 2.0%	Yes				1042	122+65.55	-16.50	697.11

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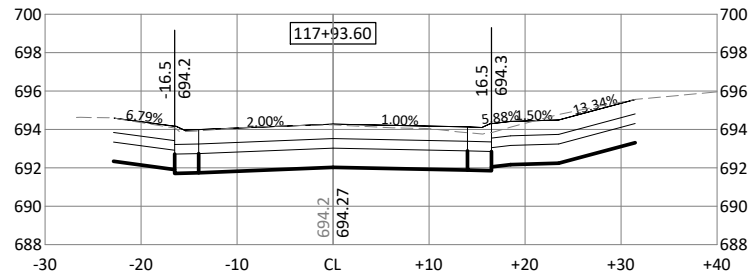
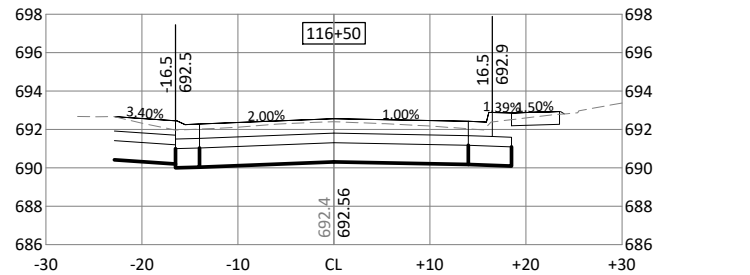
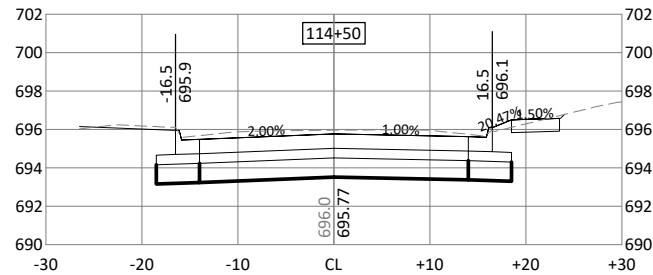
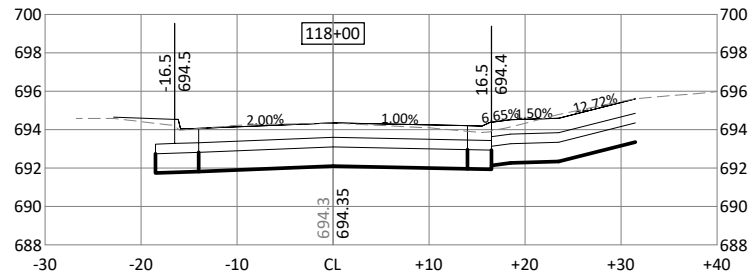
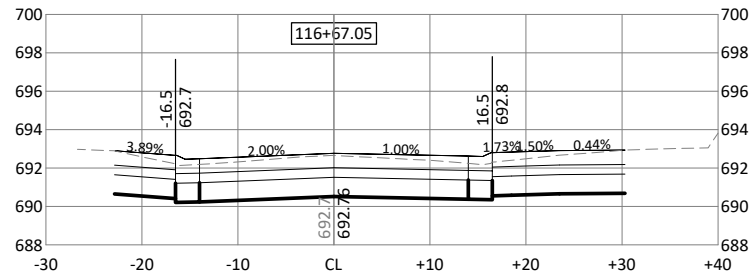
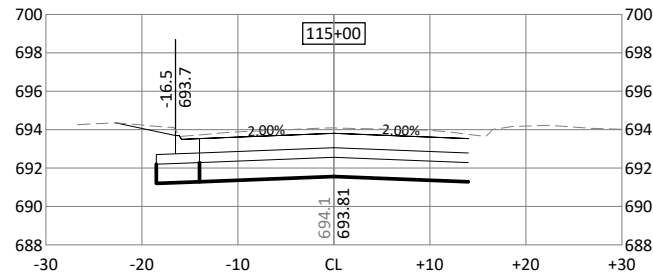
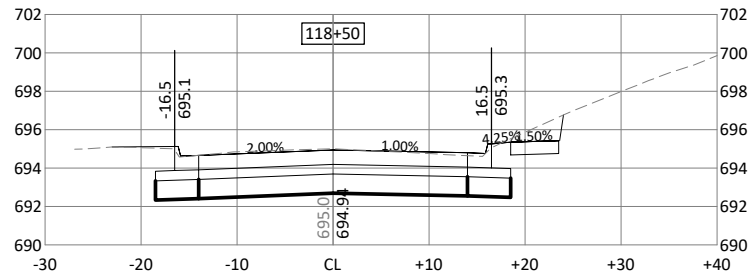
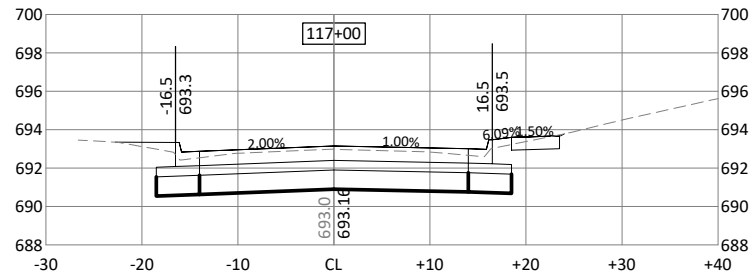
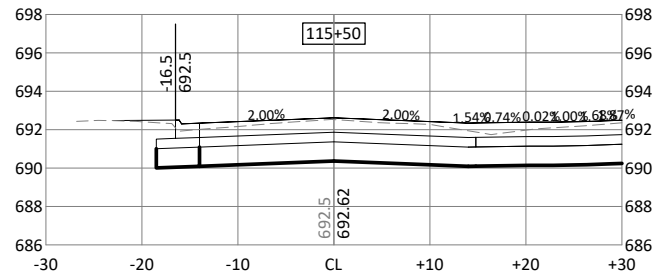
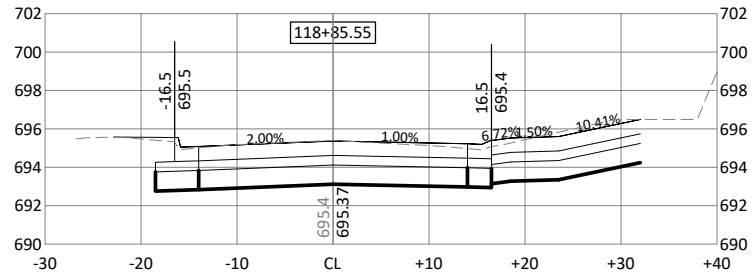
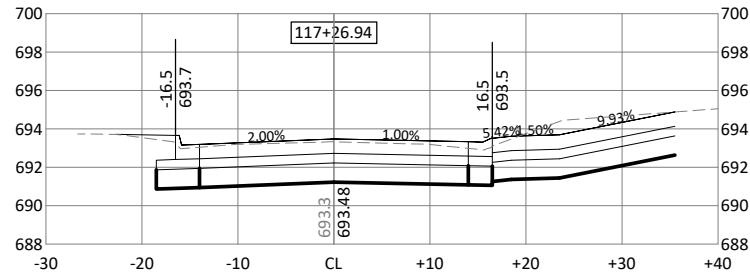
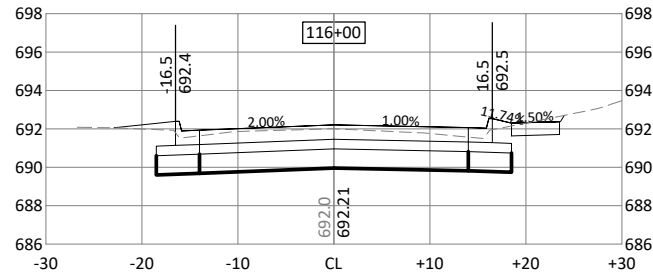
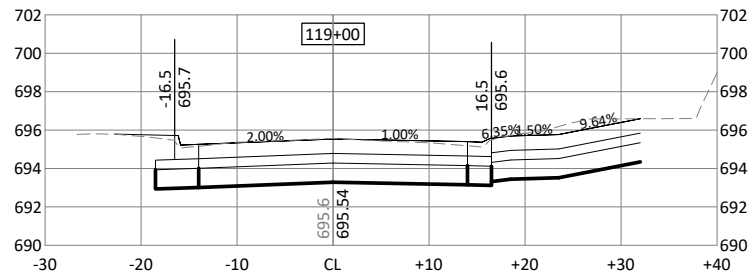
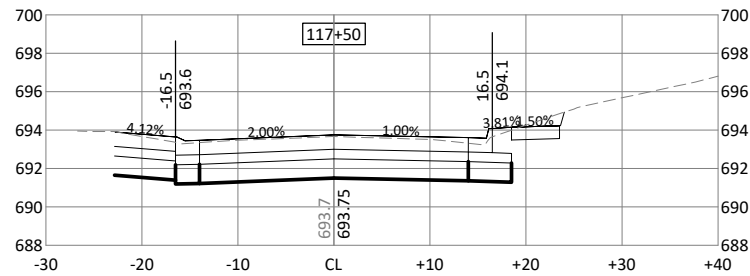
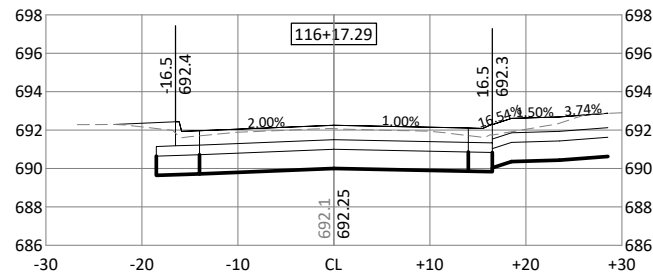
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FULLIAM AVE RECONSTRUCTION - PHASE 1

SIDEWALK SHEETS

SHEET

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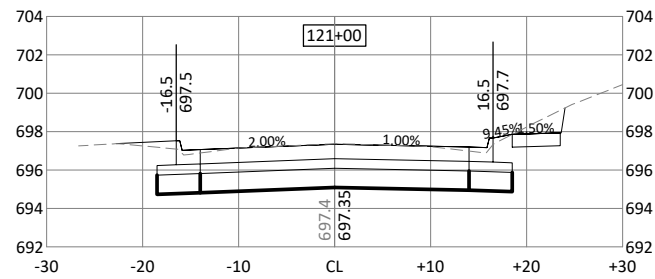
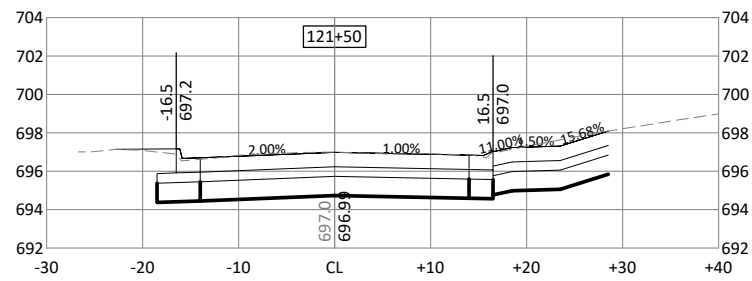
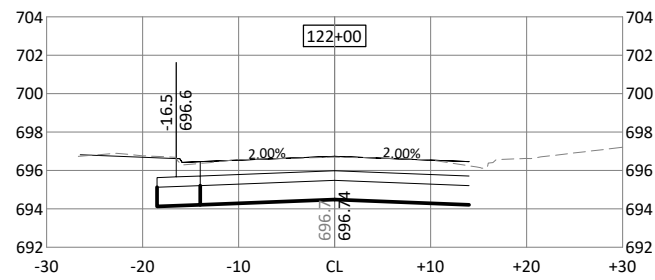
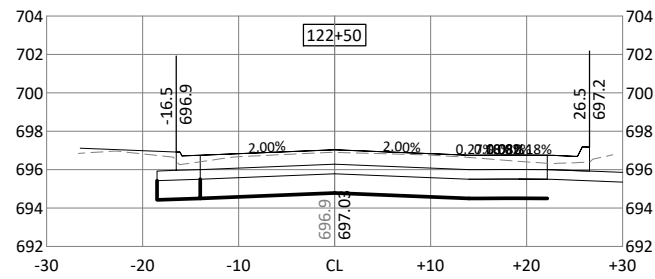
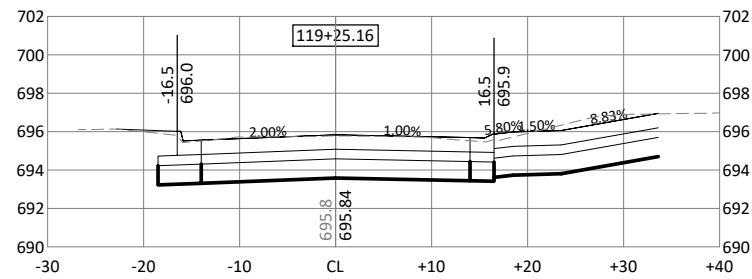
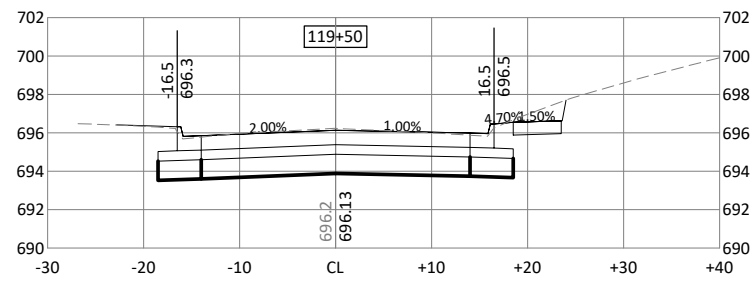
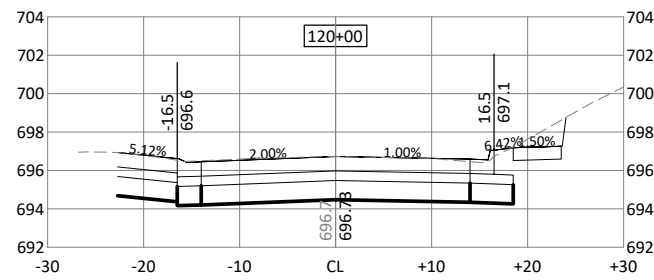
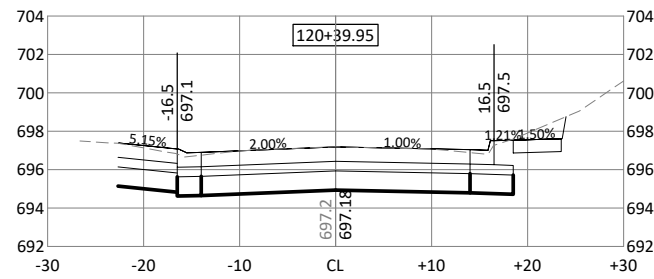
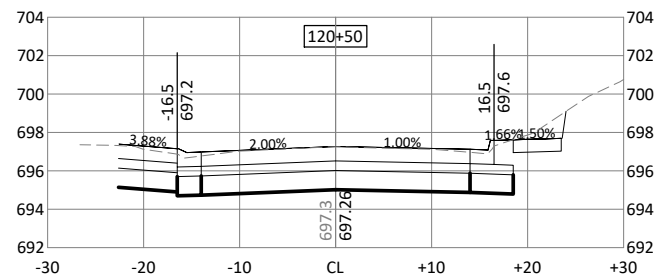
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CROSS SECTIONS - FULLIAM AVE

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W.01

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M:\MUSCATINE_CROSS SECTIONS\12260\W01.dwg 3/8/2023 4:09:12 PM



401 1ST ST SE, SUITE 201
CEDAR RAPIDS, IOWA 52401
Phone: (319) 362-3219
Email: CedarRapids@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
DRAWN	0	BID	3/8/2023
CHECKED			
CLIENT PROJ. NO.			

CITY OF MUSCATINE, IOWA
FULLIAM AVE RECONSTRUCTION - PHASE 1
CROSS SECTIONS - FULLIAM AVE

SHEET
W.02



City of Muscatine

ITEM NUMBER 2023-0107

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Rescheduling a Public Hearing to Approve the Plans and Specifications for West Hill Sewer Separation Phase 6

EXECUTIVE SUMMARY

Presented for Council's consideration is a request to reschedule the public hearing to approve the plans and specifications for West Hill Sewer Separation Phase 6 for April 6, 2023 at 6:00 PM at the regular scheduled City Council meeting.

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

Phase 6 of the West Hill Sewer Separation Project will include sanitary and storm sewer installation with separation of sanitary sewer from the Papoose Tunnel. Work will be constructed on Sycamore Street from 8th Street to Fulliam Avenue, Cedar Street from 8th to 9th Streets, 9th and 10th Streets from Chestnut to Sycamore, Iowa Avenue from 10th Street to Fulliam, and Fulliam Avenue from Iowa Avenue to Sycamore Street. In addition, new water mains and paving will be constructed after sewer work is completed.

Due to the use of State Revolving Fund (SRF) funds, review by multiple departments of the State of Iowa is necessary and has slowed the progress of getting this project to bid. The current schedule is to approve the plans and specifications on April 6, release bid documents on April 7, receive bids on May 9 and award the project on June 1, approve the contract and bond on June 15, and issue a notice to proceed on June 16, 2023.

Rescheduling the public hearing to approve the plans and specifications does not change the projected overall timeline for bidding and starting this project.

CITY FINANCIAL IMPACT

Funds for this project are available from the Local Option Sales Tax and a State Revolving Loan.

ATTACHMENTS

1. Public Hearing Resolution West Hill PH 6 April 6

RESOLUTION NO. _____

**SET TIME AND PLACE FOR PUBLIC HEARING ON PHASE 6 OF THE
WEST HILL SEWER RECONSTRUCTION PROJECT**

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the plans, specifications, form of contract, and cost estimates for the proposed Phase 6 of the West Hill Sewer Separation Project; and

WHEREAS, the proposed project is to be paid for out of funds legally available for that purpose;

NOW, THEREFORE, be it resolved by this Council that:

SECTION I: On April 6, 2023 at 6:00 p.m. in the City Council Chambers at City Hall, Muscatine, Iowa, this Council shall hold a public hearing of the plans, specifications, form of contract, and cost estimates for this proposed project.

SECTION II: The City Clerk shall give notice of such public hearing by publication of a notice in the Muscatine Journal not less than four (4) nor more than twenty (20) days prior to the date set for the hearing. The notice shall be in the following form:

(NOTICE OF PUBLIC HEARING ATTACHED)

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF MARCH, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0108

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Amy Fortenbacher, Transit Supervisor

SUBJECT

Resolution Setting a Public Hearing for 2024 Consolidated Funding Application and Public Transit Infrastructure Grant Application

EXECUTIVE SUMMARY

Presented for the City Council's consideration is a resolution setting a public hearing at 6:00 PM on April 20, 2023 in the City Hall Council Chambers for the City of Muscatine Transit (MuscaBus) annual application for State and Federal Transit funds through the Consolidated Funding Application.

STAFF RECOMMENDATION

It is the recommendation of the Public Works/Transit staff to approve the request to set a Public Hearing on April 20th, 2023 for the 2024 Consolidated Funding Application and Public Transit Infrastructure Grant.

BACKGROUND/DISCUSSION

MuscaBus applies annually to the Iowa Department of Transportation for Federal (FTA) and State (STA) funding to financially support our transit system. This funding is to help with operating expenses and capital expenses for new bus purchases. The Public Transit Infrastructure Grant (PTIG) is facilitated by Iowa's State Transit Assistance (STA). This program is funded annually by the state legislature to fund some of the vertical infrastructure needs of Iowa's transit systems. Projects can involve new construction, reconstruction, or remodeling, but must include a vertical component to qualify. Projects are evaluated based on the anticipated benefits to transit, as well as the ability to have projects completed quickly. The infrastructure program participation in the cost of transit-related elements of a facility project is limited to 80 percent and cannot, in combination with federal funding, exceed that number. No single system can receive more than 40 percent of the available infrastructure funding in a given year. As part of both applications, the Iowa Department of Transportation requires that we conduct a Public Hearing and publish a public notice of the Public Hearing "approximately 30 days" in advance of the hearing. The hearing gives the public an opportunity to express any concerns they may have about the funding.

CITY FINANCIAL IMPACT

It is anticipated the City will receive \$536,151.00 in federal funding for the federal fiscal year 2024 (FFY24). The contract date will be July 1, 2023 to June 30, 2024. The anticipated state funding for FFY24 is \$274,173.00. The application also includes the request for two light duty 176" wb buses in the amount of \$316,200.00 (85% to be federally funded or \$268,770.00, 15% to be locally funded or \$47,430.00).

The PTIG application requests \$831,700.00 to go toward the cost of the automatic drive through wash bay (\$422,559.00 from federal grant, \$377,441.00 local funds and PTIG grant totals \$1,631,700.00 for the estimated cost).

ATTACHMENTS

1. PUBLIC NOTICE 2024
2. Public Resolution 2024

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING
ON FISCAL YEAR 2024 APPLICATION
FOR STATE TRANSIT FUNDS, FEDERAL TRANSIT FUNDS AND
PUBLIC TRANSIT INFRASTRUCTURE GRANT

Public Notice is hereby given that the City Council of the City of Muscatine, Iowa, will hold a Public Hearing at Council Chambers, Muscatine City Hall, 215 Sycamore Street (ADA-accessible facility), Muscatine, Iowa on April 20, 2023 at 6:00 p.m. for the purpose of considering estimates of operating and capital financial assistance from the Federal Transit Administration (FTA section 5311) and the Iowa Department of Transportation for Iowa State Transit assistance (STA). These funds are for operating and capital assistance for the Fiscal Year 2024.

Muscatine City Transit (MuscaBus) will request funding as shown below:

Operating Funds:

State (STA State Assistance) 1.61%	\$274,173.00
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Federal (FTA Section 5311)	\$536,151.00
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Statewide Federal Capital Assistance:

Two, LD 176" wb bus	\$316,200.00
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(Funded at 85% or \$268,770.00)

The Public Hearing will also be for the consideration of our application to the Iowa Department of Transportation for the Public Transit Infrastructure Grant (PTIG) for capital assistance for proposed automatic drive through wash bay.

PTIG Funds:

Automatic Drive Through Wash Bay:	\$831,700.00
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All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter. Written and telephone comments can be directed to Amy Fortenbacher, Transit Supervisor for Muscatine City Transit (MuscaBus), 1459 Washington Street, Muscatine, Iowa 52761; (563)263-8152. All comments should be received no later than 4:00 p.m. on April 20, 2023. Public Transportation (MuscaBus) is available on request, please make an appointment for transportation at least a day before the meeting time by calling (563)263-8152.

Carol Webb, City Clerk

RESOLUTION NO. _____

**SET TIME AND PLACE FOR PUBLIC HEARING ON ANNUAL
APPLICATION FOR STATE AND FEDERAL TRANSIT FUNDS AND
APPLICATION FOR PUBLIC TRANSIT INFRASTRUCTURE GRANT (PTIG)**

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the proposed Fiscal Year 2024 Application for State and Federal transit funds; and

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the proposed Public Transit Infrastructure grant application; and

WHEREAS, the proposed projects are to be paid for out of funds legally available for that purpose;

NOW, THEREFORE, be it resolved by this Council that:

SECTION I: On April 20, 2023 at 6:00 p.m. in the City Council Chambers at City Hall, Muscatine, Iowa, this Council shall hold a public hearing of the plans, specifications, form of contract, and cost estimates for these proposed projects.

SECTION II: The City Clerk shall give notice of such public hearing by publication of a notice in the Muscatine Journal. The notice shall be in the following form:

(NOTICE OF PUBLIC HEARING ATTACHED)

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF MARCH 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0109

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Setting a Public Hearing on the Maximum Tax Levy for the Fiscal Year 2023/2024 Budget

EXECUTIVE SUMMARY

All cities in Iowa are required by the State to pass a resolution establishing their maximum property tax dollars for certain levies prior to adoption and certification of the final budget. The City Council recently completed their review of the proposed City budget for the upcoming year. The proposed total property tax levy rate for the 2023/2024 budget is \$15.67219 per \$1,000 of valuation, which is 1.87% less than the total tax rate for the current year (2022/2023). With the 8.36% increase in taxable valuations, total property tax revenue for the City will increase by \$1,009,751, which is a 6.65% increase in property tax dollars.

Per State requirements, the Notice of Public Hearing for the 1st public hearing on the budget only includes the General, Transit, Tort Liability/Insurance, Emergency, and Employee Benefits levies. The tax dollars from those levies total \$13,934,443 compared to \$12,992,776 for those levies for the current fiscal year 2022/2023 budget. This is a \$941,667 (7.24%) increase in tax dollars when considering only the levies in the public notice.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution Setting a Public Hearing for April 6, 2023 on the Maximum Tax Levy for the Fiscal Year 2023/2024 Budget.

BACKGROUND/DISCUSSION

Senate File 634 passed in 2019 requires all cities to pass a resolution establishing their maximum property tax dollars for certain levies prior to adoption and certification of the final budget. For the City of Muscatine for the upcoming year, the tax levies required to be included in the public hearing notice are the General, Transit, Tort Liability/Insurance, Emergency, and Employee Benefits levies. The Debt Service levy and Ag Land levies are not included in the notice of public hearing for Hearing #1.

The City Council recently completed their review of the proposed City budget for the upcoming year. The proposed total property tax levy rate for the 2023/2024 budget is \$15.67219 per \$1,000 of valuation, which is 1.87% less than the total tax rate for the current fiscal year (2022/2023). With the 8.36% increase in taxable valuations, total property tax revenue for the City will increase by \$1,009,751, which is a 6.65% increase in property tax dollars.

Per Senate File 634, the Notice of Public Hearing for the 1st public hearing on the budget only includes the General, Transit, Tort Liability/Insurance, Emergency, and Employee Benefits levies. The tax dollars from those levies total \$13,934,443 compared to \$12,992,776 for those levies for the current fiscal year 2022/2023 budget. This is a \$941,667 (7.24%) increase in tax dollars when considering only the levies in the public notice.

The increase in tax dollars levied is due to increases in personal services and operating budget costs to continue to provide the same level of services to residents.

The public hearing on the Proposed Property Tax Levy for 2023/2024 will set the maximum tax revenues for the specific tax levies included in the Hearing Notice. The following actions will need to be taken before the Fiscal Year 2023/2024 Budget is adopted:

	March 16, 2023	Set Public Hearing #1 on the Proposed Property Tax Levy
	April 6, 2023	Hold Public Hearing #1 on the Proposed Property Tax Levy
	April 6, 2023	Adopt the Resolution Approving the Maximum Property Tax
Levy		
	April 6, 2023	Set the Public Hearing for the Adoption of the Budget and
Certification		of Taxes for Fiscal Year 2023/2024
	April 6, 2023	Set Public Hearing on Amendment #1 to the 2022/2023 City
Budget		
	April 20, 2023	Hold Hearing #2 on the Proposed Budget
	April 20, 2023	Hold Public Hearing on Amendment #1 to the 2022/2023
City Budget		
	April 20, 2023	Approve Resolution for the Adoption of the 2023/2024
Budget and		
		Certification of Taxes
	April 20, 2023	Approve Resolution for Amendment #1 to the 2022/2023
City Budget		

CITY FINANCIAL IMPACT

The proposed property tax rate and tax dollars generated will continue to fund the current services provided to the City's residents.

ATTACHMENTS

1. FY 24 Budget Set Public Hearing on Max Tax Levy Res.3-16-23
2. Budget FY24 - Notice of PH Max Levy

RESOLUTION NO. _____

**RESOLUTION SETTING THE DATE AND TIME FOR A PUBLIC HEARING
CONCERNING THE PROPOSED PROPERTY TAX LEVY
FOR FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024
FOR THE CITY OF MUSCATINE, IOWA**

WHEREAS, Senate File 634 passed in 2019 requires all cities to pass a resolution establishing their maximum property tax dollars for certain levies prior to adoption and certification of the final budget; and

WHEREAS, Senate File 634 provides that the tax levies to be included in the public hearing notice are the General, Transit, Tort Liability/Insurance, Emergency, and Employee Benefits levies and that the Debt Service levy and Ag Land levies are not included in the notice of public hearing; and

WHEREAS, a public hearing is required prior to the City Council considering the Resolution establishing the maximum property tax dollars for those levies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA that a public hearing be set for April 6, 2023 at 6:00 p.m. in the City Hall Council Chambers. At this meeting the public can comment on the proposed property tax levy for the fiscal year July 1, 2023 through June 30, 2024.

Electronic access information to the Council meeting and public hearing will also be included on the posted agenda for the meeting on the City's website at muscatineiowa.gov.

BE IT FURTHER RESOLVED that the City Clerk be directed to publish Notice of Public Hearing in the Muscatine Journal, in the form required by the State of Iowa.

PASSED, APPROVED AND ADOPTED this 16th day of March, 2023.

BY THE CITY COUNCIL OF THE CITY OF
MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF MUSCATINE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/6/2023 **Meeting Time:** 06:00 PM **Meeting Location:** City Hall Council Chambers, 215 Sycamore Street

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
 muscatineiowa.gov

City Telephone Number
 (563) 264-1550

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	943,579,044	1,022,315,903	1,022,315,903	
Tax Levies:				
Regular General	7,642,990	7,642,990	8,280,759	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			198,930	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	328,300	328,300	368,800	
Support of Local Emer. Mgmt. Commission			0	
Emergency	254,766	254,766	276,025	
Police & Fire Retirement	1,538,003	1,538,003	1,521,577	
FICA & IPERS	843,436	843,436	874,304	
Other Employee Benefits	2,385,281	2,385,281	2,414,048	
Total Tax Levy	12,992,776	12,992,776	13,934,443	7.24
Tax Rate	13.76967	12.70916	13.63027	

Explanation of significant increases in the budget:

Liability, Property & Self Insurance - to fund increased costs of property and liability insurance. Employee benefits - to fund increased costs for FICA, IPERS, and employee insurance costs. Emergency Levy - to continue current service levels to residents. Transit - to re-institute this levy that was not needed during the COVID-19 pandemic due to increased grant funding. To fund inflationary cost increases of providing the same level of services to our residents.

If applicable, the above notice also available online at:

City's website: muscatineiowa.gov Facebook: <https://www.facebook.com/cityofmuscatineiowa/> Twitter: <https://twitter.com/CityofMuscatine> Instagram: <https://www.instagram.com/cityofmuscatine/>

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year



City of Muscatine

ITEM NUMBER 2023-0110

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Authorizing Special Assessments to Private Properties

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution authorizing the assessment of unpaid abatement service fees. The abatement costs total \$21,293.12, the administrative fees are \$2,675.00, and the assessment fees are \$5,350.00. The total amount being requested for assessment at this time totals \$29,318.12.

STAFF RECOMMENDATION

Staff recommends approval of the resolution to assess the unpaid abatement service fees to their respective properties.

BACKGROUND/DISCUSSION

The City's contractor has provided abatement services for nuisance, snow/ice on sidewalks and vegetation violations at the properties listed on the attachment. Dates of service are from August 2022 to January 2023. The City was billed for these services and has subsequently paid the contractor. Assessing the outstanding bills to the property taxes will help the City recoup its costs.

Many of these properties are vacant and are routinely maintained by the City Contractor to avoid nuisance, vegetation and substandard building violations where applicable. Assessing the fees allows the City the opportunity to be reimbursed at the time the property is sold or a tax certificate is claimed. Other properties are occupied, in which case the owner was billed for the services provided. If the initial invoice to the property owner is not paid a late notice is sent prior to requesting assessment.

A \$50.00 assessment fee has been added to each property for each abatement instance to cover processing costs. Adding an assessment fee for each abatement instance is a new process as the recently implemented program now used for violation abatements does not group all the abatement instances for a single property together, rather it records them

separately. This is to allow a better means to track repeat offenders and as such this change only affects properties that the City is required to abate multiple times. Additional fees are charged by the County for each assessment.

CITY FINANCIAL IMPACT

Fees are to reimburse the City for expenses associated with unabated nuisance, snow/ice on sidewalks and vegetation violations services. If assessments are not approved or are reduced, payments to the City's contractor without charge will impact the general fund.

ATTACHMENTS

1. Council Special Assessments Report 03.16.2023
2. Council Resolution Special Assessments 03.16.2023

Special Assessments Report 3/16/2023 - Page 1

Parcel ID	Property Address	Owner	Date of Work	Service Type	Service Fee	Admin Fee	Assessment Fee	Total Fee
0834328017		CAUSSE BRIAN M OR LISA D	10/21/2022	VEGETATION - GRASS/WEEDS	\$154.70	\$25.00	\$50.00	\$229.70
0834328017		CAUSSE BRIAN M OR LISA D	11/10/2022	VEGETATION - GRASS/WEEDS	\$68.40	\$25.00	\$50.00	\$143.40
0836151001	1000 E 8th St	AGUILAR JOHN OR RAQUEL R	11/10/2022	NUISANCE	\$150.00	\$25.00	\$50.00	\$225.00
0835233007	1012 Poplar St	TICO INVESTMENTS LLC	11/9/2022	NUISANCE	\$221.20	\$25.00	\$50.00	\$296.20
0835233007	1012 Poplar St	TICO INVESTMENTS LLC	1/4/2023	NUISANCE	\$73.25	\$25.00	\$50.00	\$148.25
0835235003	1015 Oak St	R T I INVESTMENTS LLC	12/8/2022	NUISANCE	\$92.40	\$25.00	\$50.00	\$167.40
0835327026	109 W 10th St	RCN LLC	10/24/2022	VEGETATION - GRASS/WEEDS	\$243.30	\$25.00	\$50.00	\$318.30
1302154004	1112 W 3rd St	SALEK COURTNEY	11/2/2022	VEGETATION - GRASS/WEEDS	\$480.40	\$25.00	\$50.00	\$555.40
1310233009	1114 Nebraska St	MORSE MARY F	10/17/2022	VEGETATION - GRASS/WEEDS	\$134.20	\$25.00	\$50.00	\$209.20
1310233009	1114 Nebraska St	MORSE MARY F	11/10/2022	VEGETATION - GRASS/WEEDS	\$32.60	\$25.00	\$50.00	\$107.60
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	11/22/2022	VEGETATION - GRASS/WEEDS	\$32.60	\$25.00	\$50.00	\$107.60
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	12/27/2022	SNOW/ICE ON SIDEWALKS	\$29.40	\$25.00	\$50.00	\$104.40
0835181004	114 E Fulliam Ave	ROBERTSON BRUCE	12/16/2022	NUISANCE	\$47.75	\$25.00	\$50.00	\$122.75
0835329002	114 W 10th St	GREEN JEREMY OR JENNIFER	10/14/2022	VEGETATION - GRASS/WEEDS	\$949.60	\$25.00	\$50.00	\$1,024.60
0836104010	116 Walters St	PHILLIPS PHILLIS L	11/23/2022	NUISANCE	\$92.30	\$25.00	\$50.00	\$167.30
0835180007	1200 Iowa Ave	SHERWOOD SHAWN	9/15/2022	VEGETATION - GRASS/WEEDS	\$478.10	\$25.00	\$50.00	\$553.10
1310215002	1200 Wisconsin St	ENRIQUEZ JESSICA L	11/10/2022	NUISANCE	\$164.10	\$25.00	\$50.00	\$239.10
1310213003	1211 Indiana St	COLLAZO JUAN RAMOS	10/26/2022	NUISANCE	\$313.00	\$25.00	\$50.00	\$388.00
0836187011	1216 E 2nd St	TAPIA RACHAEL	11/10/2022	VEGETATION - GRASS/WEEDS	\$29.40	\$25.00	\$50.00	\$104.40
0836187011	1216 E 2nd St	TAPIA RACHAEL	12/27/2022	SNOW/ICE ON SIDEWALKS	\$10.88	\$25.00	\$50.00	\$85.88
0836185007	1232 E 4th St	TICO INVESTMENTS LLC	12/8/2022	NUISANCE	\$107.00	\$25.00	\$50.00	\$182.00
0836183003	1233 E 4th St	HARFST MINDY OR MICHAEL	1/5/2023	NUISANCE	\$341.30	\$25.00	\$50.00	\$416.30
0836104002	1244 Dale St	PETERSON BRITTANY	11/18/2022	NUISANCE	\$1,918.45	\$25.00	\$50.00	\$1,993.45
0836104002	1244 Dale St	PETERSON BRITTANY	10/21/2022	NUISANCE	\$196.05	\$25.00	\$50.00	\$271.05
0825382014	1499 Washington St	BRADLEY RYAN PATRICK	11/1/2022	NUISANCE	\$77.40	\$25.00	\$50.00	\$152.40
1302101019	1503 Lucas St	KIRBY KAYLA J	10/18/2022	VEGETATION - GRASS/WEEDS	\$193.00	\$25.00	\$50.00	\$268.00
1302101019	1503 Lucas St	KIRBY KAYLA J	11/22/2022	VEGETATION - GRASS/WEEDS	\$108.00	\$25.00	\$50.00	\$183.00
1302101019	1503 Lucas St	KIRBY KAYLA J	12/27/2022	SNOW/ICE ON SIDEWALKS	\$29.40	\$25.00	\$50.00	\$104.40
0825180023	1518 Lincoln Blvd	TODD MIKALA	10/31/2022	NUISANCE	\$177.20	\$25.00	\$50.00	\$252.20

Special Assessments Report 3/16/2023 - Page 2

Parcel ID	Property Address	Owner	Date of Work	Service Type	Service Fee	Admin Fee	Assessment Fee	Total Fee
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1310283005	1607 Stewart Rd	NICHOLS ANISSA S	10/17/2022	NUISANCE	\$249.20	\$25.00	\$50.00	\$324.20
0834176009	1632 Beach Cir	JENKINS MENDI	10/17/2022	VEGETATION - GRASS/WEEDS	\$193.00	\$25.00	\$50.00	\$268.00
0834176009	1632 Beach Cir	JENKINS MENDI	11/10/2022	VEGETATION - GRASS/WEEDS	\$32.60	\$25.00	\$50.00	\$107.60
1310281006	1718 Miles Ave	STEPHENS EVA J	10/21/2022	NUISANCE	\$515.80	\$25.00	\$50.00	\$590.80
0825154029	1805 Bryan Ave	JACKSON BRUCE	12/13/2022	NUISANCE	\$1,264.30	\$25.00	\$50.00	\$1,339.30
0825154029	1805 Bryan Ave	JACKSON BRUCE	12/2/2022	NUISANCE	\$67.33	\$25.00	\$50.00	\$142.33
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	10/17/2022	VEGETATION - GRASS/WEEDS	\$29.40	\$25.00	\$50.00	\$104.40
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	11/9/2022	VEGETATION - GRASS/WEEDS	\$89.80	\$25.00	\$50.00	\$164.80
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	12/27/2022	SNOW/ICE ON SIDEWALKS	\$21.46	\$25.00	\$50.00	\$96.46
1303276008	1817 Hershey Ave	RTI INVESTMENTS LLC	12/12/2022	NUISANCE	\$138.85	\$25.00	\$50.00	\$213.85
1303452014	1909 Breese Ave	DEMLER DAWN E	10/13/2022	VEGETATION - GRASS/WEEDS	\$340.00	\$25.00	\$50.00	\$415.00
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	10/17/2022	VEGETATION - GRASS/WEEDS	\$134.20	\$25.00	\$50.00	\$209.20
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	11/9/2022	VEGETATION - GRASS/WEEDS	\$60.40	\$25.00	\$50.00	\$135.40
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	12/27/2022	SNOW/ICE ON SIDEWALKS	\$29.40	\$25.00	\$50.00	\$104.40
1310253012	2015 Schley Ave	SHOUSE RACHEL J OR AUSTIN W	11/7/2022	VEGETATION - GRASS/WEEDS	\$310.60	\$25.00	\$50.00	\$385.60
0835335014	205 W 7th St	TREVINO JESSE OR ELDA	10/21/2022	NUISANCE	\$148.67	\$25.00	\$50.00	\$223.67
1310402006	2117 Wallace St	TICO INVESTMENTS LLC	10/21/2022	NUISANCE	\$136.00	\$25.00	\$50.00	\$211.00
0835306008	217 Roscoe Ave	EDWARDS CRAIG N OR SILVA ANGELA	11/1/2022	NUISANCE	\$90.50	\$25.00	\$50.00	\$165.50
1303251007	2201 Hershey Ave	GARCIA HIPOLITO R	12/15/2022	NUISANCE	\$279.95	\$25.00	\$50.00	\$354.95
0834454022	2203 Lucas St	EPERLY GLENN M	10/20/2022	VEGETATION - GRASS/WEEDS	\$75.40	\$25.00	\$50.00	\$150.40
0834454022	2203 Lucas St	EPERLY GLENN M	11/22/2022	VEGETATION - GRASS/WEEDS	\$108.00	\$25.00	\$50.00	\$183.00
0834454022	2203 Lucas St	EPERLY GLENN M	12/27/2022	SNOW/ICE ON SIDEWALKS	\$29.40	\$25.00	\$50.00	\$104.40
0834379008	2215 Lucas St	TICO INVESTMENTS LLC	10/20/2022	NUISANCE	\$384.50	\$25.00	\$50.00	\$459.50
1310252002	25 Gas Lantern Sq	CASA DE PAPEL LLC	11/3/2022	VEGETATION - GRASS/WEEDS	\$339.60	\$25.00	\$50.00	\$414.60
1310252002	25 Gas Lantern Sq	CASA DE PAPEL LLC	11/8/2022	NUISANCE	\$145.70	\$25.00	\$50.00	\$220.70
1310252002	30 Gas Lantern Sq	CASA DE PAPEL LLC	11/9/2022	NUISANCE	\$158.80	\$25.00	\$50.00	\$233.80
0835403016	309 E 7th St	RATH ROBERT L OR NANCY A	12/9/2022	NUISANCE	\$45.10	\$25.00	\$50.00	\$120.10
1303428013	319 Liberty St	HOLLIDAY TROY OR BRIDGETTE	10/14/2022	VEGETATION - GRASS/WEEDS	\$175.60	\$25.00	\$50.00	\$250.60
1310252002	35 Gas Lantern Sq	CASA DE PAPEL LLC	11/4/2022	VEGETATION - GRASS/WEEDS	\$169.80	\$25.00	\$50.00	\$244.80

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Parcel ID	Property Address	Owner	Date of Work	Service Type	Service Fee	Admin Fee	Assessment Fee	Total Fee
1310252002	37 Gas Lantern Sq	CASA DE PAPEL LLC	11/4/2022	VEGETATION - GRASS/WEEDS	\$111.00	\$25.00	\$50.00	\$186.00
1310252002	37 Gas Lantern Sq	CASA DE PAPEL LLC	11/9/2022	NUISANCE	\$47.10	\$25.00	\$50.00	\$122.10

1310252002	38 Gas Lantern Sq	CASA DE PAPEL LLC	11/4/2022	VEGETATION - GRASS/WEEDS	\$117.60	\$25.00	\$50.00	\$192.60
1310252002	39 Gas Lantern Sq	CASA DE PAPEL LLC	11/7/2022	VEGETATION - GRASS/WEEDS	\$228.60	\$25.00	\$50.00	\$303.60
0835378027	401 W 7th St	OWENS GREGORY	10/27/2022	VEGETATION - GRASS/WEEDS	\$44.10	\$25.00	\$50.00	\$119.10
1303431008	402 Evans St	RTI INVESTMENTS LLC	10/11/2022	VEGETATION - GRASS/WEEDS	\$904.80	\$25.00	\$50.00	\$979.80
0835387005	404 W 5th St	CASTILLO NATOSHA	10/28/2022	VEGETATION - GRASS/WEEDS	\$147.00	\$25.00	\$50.00	\$222.00
0835387005	404 W 5th St	CASTILLO NATOSHA	11/3/2022	NUISANCE	\$88.80	\$25.00	\$50.00	\$163.80
0835387005	404 W 5th St	CASTILLO NATOSHA	10/21/2022	NUISANCE	\$93.57	\$25.00	\$50.00	\$168.57
1303429003	411 Evans St	BUR-BUN LLC	11/23/2022	NUISANCE	\$427.80	\$25.00	\$50.00	\$502.80
0825154005	412 McArthur St	HOOKEK SHERYL A	10/14/2022	VEGETATION - GRASS/WEEDS	\$229.75	\$25.00	\$50.00	\$304.75
0825154005	412 McArthur St	HOOKEK SHERYL A	10/18/2022	NUISANCE	\$203.80	\$25.00	\$50.00	\$278.80
1310252002	42 Gas Lantern Sq	CASA DE PAPEL LLC	10/26/2022	NUISANCE	\$158.60	\$25.00	\$50.00	\$233.60
1310252002	45 Gas Lantern Sq	CASA DE PAPEL LLC	11/8/2022	NUISANCE	\$339.70	\$25.00	\$50.00	\$414.70
1310252002	46 Gas Lantern Sq	CASA DE PAPEL LLC	11/7/2022	VEGETATION - GRASS/WEEDS	\$199.60	\$25.00	\$50.00	\$274.60
1310252002	46 Gas Lantern Sq	CASA DE PAPEL LLC	11/9/2022	NUISANCE	\$93.00	\$25.00	\$50.00	\$168.00
0835427016	506 Spring St	TRUITT TIMOTHY M	10/14/2022	VEGETATION - GRASS/WEEDS	\$1,164.30	\$25.00	\$50.00	\$1,239.30
0835427016	506 Spring St	TRUITT TIMOTHY M	10/17/2022	VEGETATION - TREES/SHRUBS	\$207.70	\$25.00	\$50.00	\$282.70
0835428005	508 E 7th St	ZAMORANO ITZAYANA OR MONDRAGON ALFONSO	10/28/2022	NUISANCE	\$45.10	\$25.00	\$50.00	\$120.10
0835454023	510 Iowa Ave	TICO INVESTMENTS LLC	12/29/2022	NUISANCE	\$37.75	\$25.00	\$50.00	\$112.75
1303433010	517 Liberty St	ALLISON SEAN	10/29/2022	VEGETATION - GRASS/WEEDS	\$736.50	\$25.00	\$50.00	\$811.50
0835430001	519 Orange St	MCCORMICK JEREMY E & LEAKEY LAURA	12/27/2022	SNOW/ICE ON SIDEWALKS	\$16.76	\$25.00	\$50.00	\$91.76
0835355027	603 Climer St	CHAVEZ TERESA	12/12/2022	NUISANCE	\$119.30	\$25.00	\$50.00	\$194.30
0835254007	603 E 9th St	LEZA JUAN OR MARTHA S	11/25/2022	NUISANCE	\$121.50	\$25.00	\$50.00	\$196.50
0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	11/10/2022	VEGETATION - GRASS/WEEDS	\$29.40	\$25.00	\$50.00	\$104.40
0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	12/27/2022	SNOW/ICE ON SIDEWALKS	\$24.40	\$25.00	\$50.00	\$99.40
0835283009	607 E 8th St	SANCHEZ NICHOLAS J	10/26/2022	VEGETATION - GRASS/WEEDS	\$134.30	\$25.00	\$50.00	\$209.30
1302132008	607 W 3rd St	ANDERSON JOSIAH OR STEPHANIE K	11/10/2022	NUISANCE	\$182.80	\$25.00	\$50.00	\$257.80
0826303005	611 Centre Dr	O'ROURKE ANTONIO D & PEDRA K	11/11/2022	VEGETATION - GRASS/WEEDS	\$241.00	\$25.00	\$50.00	\$316.00
Special Assessments Report 3/16/2023 - Page 4								
Parcel ID	Property Address	Owner	Date of Work	Service Type	Service Fee	Admin Fee	Assessment Fee	Total Fee
0835428015	613 Mulberry Ave	RESCA PROPERTIES LLC	12/14/2022	NUISANCE	\$45.75	\$25.00	\$50.00	\$120.75
0835357006	614 Climer St	CARRANZA PERFECTO OR FABIAN	11/8/2022	NUISANCE	\$401.65	\$25.00	\$50.00	\$476.65
0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	8/8/2022	VEGETATION - GRASS/WEEDS	\$77.00	\$25.00	\$50.00	\$152.00
0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	9/6/2022	VEGETATION - GRASS/WEEDS	\$29.40	\$25.00	\$50.00	\$104.40

0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	9/13/2022	VEGETATION - GRASS/WEEDS	\$31.00	\$25.00	\$50.00	\$106.00
0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	10/12/2022	VEGETATION - GRASS/WEEDS	\$29.40	\$25.00	\$50.00	\$104.40
0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	10/20/2022	VEGETATION - GRASS/WEEDS	\$178.30	\$25.00	\$50.00	\$253.30
0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	11/22/2022	VEGETATION - GRASS/WEEDS	\$31.00	\$25.00	\$50.00	\$106.00
0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	12/27/2022	SNOW/ICE ON SIDEWALKS	\$29.40	\$25.00	\$50.00	\$104.40
0835287009	615 Oak St	AGUILAR MARIA G	10/25/2022	VEGETATION - GRASS/WEEDS	\$58.80	\$25.00	\$50.00	\$133.80
0835287001	619 Oak St	ROCHA MARIO OR ARMINDA A DE	10/25/2022	VEGETATION - GRASS/WEEDS	\$58.80	\$25.00	\$50.00	\$133.80
0835405025	700 Cedar St	CASTEEL SABRINA M	10/27/2022	VEGETATION - GRASS/WEEDS	\$44.10	\$25.00	\$50.00	\$119.10
0835405025	700 Cedar St	CASTEEL SABRINA M	11/15/2022	NUISANCE	\$137.80	\$25.00	\$50.00	\$212.80
0835358009	700 W 8th St	RCN LLC	10/26/2022	VEGETATION - GRASS/WEEDS	\$117.60	\$25.00	\$50.00	\$192.60
0835355010	710 Newell Ave	GAETA VINCENT J OR JANICE K	12/13/2022	NUISANCE	\$122.20	\$25.00	\$50.00	\$197.20
0835279004	806 E 9th St	MINIX-ESPINOZA KRYSTOFER D	10/27/2022	VEGETATION - GRASS/WEEDS	\$95.55	\$25.00	\$50.00	\$170.55
0835279005	808 E 9th St	RODRIGUEZ ERASMO OR FERNANDEZ JUANA	1/3/2023	NUISANCE	\$92.10	\$25.00	\$50.00	\$167.10
0835330015	812 Pine St	FRYE DEBRA F	10/25/2022	VEGETATION - GRASS/WEEDS	\$375.60	\$25.00	\$50.00	\$450.60
0835277002	904 E 9th St	TERRILL MARTIN R & TERI A	11/8/2022	NUISANCE	\$45.10	\$25.00	\$50.00	\$120.10
0835230001	918 Colver St	RCN LLC	10/25/2022	VEGETATION - GRASS/WEEDS	\$88.20	\$25.00	\$50.00	\$163.20

Grand Totals by Fee Type:	#####	\$2,675.00	\$5,350.00	#####
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Grand Totals by Service Type:	Nuisance Services	#####
	Snow/Ice on Sidewalks Services	\$895.50
	Vegetation Services	#####

V0786-2022	1310213003	1211 Indiana St	COLLAZO JUAN RAMOS	10/26/2022
V0104-2023	0836187011	1216 E 2nd St	TAPIA RACHAEL	11/10/2022
V0105-2023	0836187011	1216 E 2nd St	TAPIA RACHAEL	12/27/2022
V0973-2022	0836185007	1232 E 4th St	TICO INVESTMENTS LLC	12/8/2022
V1040-2022	0836183003	1233 E 4th St	HARFST MINDY OR MICHAEL	1/5/2023
V0871-2022	0836104002	1244 Dale St	PETERSON BRITTANY	11/18/2022
V0081-2023	0836104002	1244 Dale St	PETERSON BRITTANY	10/21/2022
V0828-2022	0825382014	1499 Washington St	BRADLEY RYAN PATRICK	11/1/2022
V0108-2023	1302101019	1503 Lucas St	KIRBY KAYLA J	10/18/2022
V0109-2023	1302101019	1503 Lucas St	KIRBY KAYLA J	11/22/2022
V0110-2023	1302101019	1503 Lucas St	KIRBY KAYLA J	12/27/2022
V0796-2022	0825180023	1518 Lincoln Blvd	TODD MIKALA	10/31/2022
V0741-2022	1310283005	1607 Stewart Rd	NICHOLS ANISSA S	10/17/2022
V0119-2023	0834176009	1632 Beach Cir	JENKINS MENDI	10/17/2022
V0120-2023	0834176009	1632 Beach Cir	JENKINS MENDI	11/10/2022
V0772-2022	1310281006	1718 Miles Ave	STEPHENS EVA J	10/21/2022
V0979-2022	0825154029	1805 Bryan Ave	JACKSON BRUCE	12/13/2022
V0090-2023	0825154029	1805 Bryan Ave	JACKSON BRUCE	12/2/2022
V0098-2023	1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	10/17/2022
V0099-2023	1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	11/9/2022

NUISANCE	\$313.00	25	50
GRASS/NOXIOUS WEEDS	\$29.40	25	50
SNOW/ICE - SIDEWALKS	\$10.88	25	50
NUISANCE	\$107.00	25	50
NUISANCE	\$341.30	25	50
NUISANCE	\$1,918.45	25	50
ROW - STREETS AND SIDEWALKS	\$196.05	25	50
NUISANCE	\$77.40	25	50
GRASS/NOXIOUS WEEDS	\$193.00	25	50
GRASS/NOXIOUS WEEDS	\$108.00	25	50
SNOW/ICE - SIDEWALKS	\$29.40	25	50
NUISANCE	\$177.20	25	50
NUISANCE	\$249.20	25	50
GRASS/NOXIOUS WEEDS	\$193.00	25	50
GRASS/NOXIOUS WEEDS	\$32.60	25	50
NUISANCE	\$515.80	25	50
NUISANCE	\$1,264.30	25	50
NUISANCE	\$67.33	25	50
GRASS/NOXIOUS WEEDS	\$29.40	25	50
GRASS/NOXIOUS WEEDS	\$89.80	25	50

V0100-2023	1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	12/27/2022
V0975-2022	1303276008	1817 Hershey Ave	RTI INVESTMENTS LLC	12/12/2022
V0650-2022	1303452014	1909 Breese Ave	DEMLER DAWN E	10/13/2022
V0101-2023	1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	10/17/2022
V0102-2023	1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	11/9/2022
V0103-2023	1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	12/27/2022
V0908-2022	1310253012	2015 Schley Ave	SHOUSE RACHEL J OR AUSTIN W	11/7/2022
V0092-2023	0835335014	205 W 7th St	TREVINO JESSE OR ELDA	10/21/2022
V0769-2022	1310402006	2117 Wallace St	TICO INVESTMENTS LLC	10/21/2022
V0827-2022	0835306008	217 Roscoe Ave	EDWARDS CRAIG N OR SILVA ANGELA	11/1/2022
V0987-2022	1303251007	2201 Hershey Ave	GARCIA HIPOLITO R	12/15/2022
V0111-2023	0834454022	2203 Lucas St	EPPERLY GLENN M	10/20/2022
V0112-2023	0834454022	2203 Lucas St	EPPERLY GLENN M	11/22/2022
V0113-2023	0834454022	2203 Lucas St	EPPERLY GLENN M	12/27/2022
V0740-2022	0834379008	2215 Lucas St	TICO INVESTMENTS LLC	10/20/2022
V0879-2022	1310252002	25 Gas Lantern Sq	CASA DE PAPEL LLC	11/3/2022
V0880-2022	1310252002	25 Gas Lantern Sq	CASA DE PAPEL LLC	11/8/2022
V0901-2022	1310252002	30 Gas Lantern Sq	CASA DE PAPEL LLC	11/9/2022
V1013-2022	0835403016	309 E 7th St	RATH ROBERT L OR NANCY A	12/9/2022
V0648-2022	1303428013	319 Liberty St	HOLLIDAY TROY OR BRIDGETTE	10/14/2022

SNOW/ICE - SIDEWALKS	\$21.46	25	50
NUISANCE	\$138.85	25	50
GRASS/NOXIOUS WEEDS	\$340.00	25	50
GRASS/NOXIOUS WEEDS	\$134.20	25	50
GRASS/NOXIOUS WEEDS	\$60.40	25	50
SNOW/ICE - SIDEWALKS	\$29.40	25	50
GRASS/NOXIOUS WEEDS	\$310.60	25	50
NUISANCE	\$148.67	25	50
NUISANCE	\$136.00	25	50
NUISANCE	\$90.50	25	50
NUISANCE	\$279.95	25	50
GRASS/NOXIOUS WEEDS	\$75.40	25	50
GRASS/NOXIOUS WEEDS	\$108.00	25	50
SNOW/ICE - SIDEWALKS	\$29.40	25	50
NUISANCE	\$384.50	25	50
GRASS/NOXIOUS WEEDS	\$339.60	25	50
NUISANCE	\$145.70	25	50
NUISANCE	\$158.80	25	50
ROW - STREETS AND SIDEWALKS	\$45.10	25	50
Vegetation - Weeds	\$175.60	25	50

V0893-2022	1310252002	35 Gas Lantern Sq	CASA DE PAPEL LLC	11/4/2022	GRASS/NOXIOUS WEEDS
V0895-2022	1310252002	37 Gas Lantern Sq	CASA DE PAPEL LLC	11/4/2022	GRASS/NOXIOUS WEEDS
V0896-2022	1310252002	37 Gas Lantern Sq	CASA DE PAPEL LLC	11/9/2022	NUISANCE
V0906-2022	1310252002	38 Gas Lantern Sq	CASA DE PAPEL LLC	11/4/2022	GRASS/NOXIOUS WEEDS
V0907-2022	1310252002	39 Gas Lantern Sq	CASA DE PAPEL LLC	11/7/2022	GRASS/NOXIOUS WEEDS
V0812-2022	0835378027	401 W 7th St	OWENS GREGORY	10/27/2022	GRASS/NOXIOUS WEEDS
V0726-2022	1303431008	402 Evans St	RTI INVESTMENTS LLC	10/11/2022	GRASS/NOXIOUS WEEDS
V0856-2022	0835387005	404 W 5th St	CASTILLO NATOSHA	10/28/2022	GRASS/NOXIOUS WEEDS
V0857-2022	0835387005	404 W 5th St	CASTILLO NATOSHA	11/3/2022	NUISANCE
V0080-2023	0835387005	404 W 5th St	CASTILLO NATOSHA	10/21/2022	NUISANCE
V0940-2022	1303429003	411 Evans St	BUR-BUN LLC	11/23/2022	NUISANCE
V0723-2022	0825154005	412 McArthur St	HOOKE SHERYL A	10/14/2022	GRASS/NOXIOUS WEEDS
V0724-2022	0825154005	412 McArthur St	HOOKE SHERYL A	10/18/2022	NUISANCE
V0777-2022	1310252002	42 Gas Lantern Sq	CASA DE PAPEL LLC	10/26/2022	NUISANCE
V0899-2022	1310252002	45 Gas Lantern Sq	CASA DE PAPEL LLC	11/8/2022	NUISANCE
V0897-2022	1310252002	46 Gas Lantern Sq	CASA DE PAPEL LLC	11/7/2022	GRASS/NOXIOUS WEEDS
V0898-2022	1310252002	46 Gas Lantern Sq	CASA DE PAPEL LLC	11/9/2022	NUISANCE
V0716-2022	0835427016	506 Spring St	TRUITT TIMOTHY M	10/14/2022	GRASS/NOXIOUS WEEDS
V0717-2022	0835427016	506 Spring St	TRUITT TIMOTHY M	10/17/2022	TREES AND SHRUBS

\$169.80	25	50
\$111.00	25	50
\$47.10	25	50
\$117.60	25	50
\$228.60	25	50
\$44.10	25	50
\$904.80	25	50
\$147.00	25	50
\$88.80	25	50
\$93.57	25	50
\$427.80	25	50
\$229.75	25	50
\$203.80	25	50
\$158.60	25	50
\$339.70	25	50
\$199.60	25	50
\$93.00	25	50
\$1,164.30	25	50
\$207.70	25	50

V0924-2022	0835428005	508 E 7th St	ZAMORANO ITZAYANA OR MONDRAGON ALFONSO	10/28/2022
V1049-2022	0835454023	510 Iowa Ave	TICO INVESTMENTS LLC	12/29/2022
V0863-2022	1303433010	517 Liberty St	ALLISON SEAN	10/29/2022
V0122-2023	0835430001	519 Orange St	MCCORMICK JEREMY E & LEAKEY LAURA	12/27/2022
V0982-2022	0835355027	603 Climer St	CHAVEZ TERESA	12/12/2022
V0962-2022	0835254007	603 E 9th St	LEZA JUAN OR MARTHA S	11/25/2022
V0106-2023	0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	11/10/2022
V0107-2023	0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	12/27/2022
V0799-2022	0835283009	607 E 8th St	SANCHEZ NICHOLAS J	10/26/2022
V0910-2022	1302132008	607 W 3rd St	ANDERSON JOSIAH OR STEPHANIE K	11/10/2022
V0920-2022	0826303005	611 Centre Dr	O'ROURKE ANTONIO D & PEDRA K	11/11/2022
V1019-2022	0835428015	613 Mulberry Ave	RESCA PROPERTIES LLC	12/14/2022
V0927-2022	0835357006	614 Climer St	CARRANZA PERFECTO OR FABIAN	11/8/2022
V0664-2022	0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	8/8/2022
V0665-2022	0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	9/6/2022
V0666-2022	0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	9/13/2022
V0836-2022	0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	10/12/2022
V0114-2023	0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	10/20/2022
V0115-2023	0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	11/22/2022

ROW - STREETS AND SIDEWALKS	\$45.10	25	50
ROW - STREETS AND SIDEWALKS	\$37.75	25	50
GRASS/NOXIOUS WEEDS	\$736.50	25	50
SNOW/ICE - SIDEWALKS	\$16.76	25	50
NUISANCE	\$119.30	25	50
ROW - STREETS AND SIDEWALKS	\$121.50	25	50
GRASS/NOXIOUS WEEDS	\$29.40	25	50
SNOW/ICE - SIDEWALKS	\$24.40	25	50
GRASS/NOXIOUS WEEDS	\$134.30	25	50
NUISANCE	\$182.80	25	50
GRASS/NOXIOUS WEEDS	\$241.00	25	50
ROW - STREETS AND SIDEWALKS	\$45.75	25	50
NUISANCE	\$401.65	25	50
GRASS/NOXIOUS WEEDS	\$77.00	25	50
GRASS/NOXIOUS WEEDS	\$29.40	25	50
GRASS/NOXIOUS WEEDS	\$31.00	25	50
GRASS/NOXIOUS WEEDS	\$29.40	25	50
GRASS/NOXIOUS WEEDS	\$178.30	25	50
GRASS/NOXIOUS WEEDS	\$31.00	25	50

V0116-2023	0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	12/27/2022
V0803-2022	0835287009	615 Oak St	AGUILAR MARIA G	10/25/2022
V0807-2022	0835287001	619 Oak St	ROCHA MARIO OR ARMINDA A DE	10/25/2022
V0813-2022	0835405025	700 Cedar St	CASTEEL SABRINA M	10/27/2022
V0876-2022	0835405025	700 Cedar St	CASTEEL SABRINA M	11/15/2022
V0811-2022	0835358009	700 W 8th St	RCN LLC	10/26/2022
V0981-2022	0835355010	710 Newell Ave	GAETA VINCENT J OR JANICE K	12/13/2022
V0798-2022	0835279004	806 E 9th St	MINIX-ESPINOZA KRYSTOFER D	10/27/2022
V1037-2022	0835279005	808 E 9th St	RODRIGUEZ ERASMO OR FERNANDEZ JUANA	1/3/2023
V0709-2022	0835330015	812 Pine St	FRYE DEBRA F	10/25/2022
V0891-2022	0835277002	904 E 9th St	TERRILL MARTIN R & TERI A	11/8/2022
V0820-2022	0835230001	918 Colver St	RCN LLC	10/25/2022

SNOW/ICE - SIDEWALKS	\$29.40	25	50
GRASS/NOXIOUS WEEDS	\$58.80	25	50
GRASS/NOXIOUS WEEDS	\$58.80	25	50
GRASS/NOXIOUS WEEDS	\$44.10	25	50
NUISANCE	\$137.80	25	50
GRASS/NOXIOUS WEEDS	\$117.60	25	50
NUISANCE	\$122.20	25	50
GRASS/NOXIOUS WEEDS	\$95.55	25	50
NUISANCE	\$92.10	25	50
GRASS/NOXIOUS WEEDS	\$375.60	25	50
NUISANCE	\$45.10	25	50
GRASS/NOXIOUS WEEDS	\$88.20	25	50

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ASSESSMENT OF UNPAID ABATEMENT
SERVICE FEES TO PRIVATE PROPERTIES

WHEREAS, the City of Muscatine has incurred costs for
Nuisance abatements according to City Code Section 9-3-9;
Snow and ice removal services according to City Code Section 3-1-4;
Vegetation abatements according to City Code Section 16-8-9; and

WHEREAS, proper notice was given before such action according to provisions of
City Code Section 9-3-5 for nuisance abatements;
City Code Section 3-1-4 for snow and ice removal services;
City Code Section 16-8-10 for vegetation abatements; and

WHEREAS, the City Council of the City of Muscatine is allowed to assess such costs according to
City Code Section 9-3-11 for nuisance abatements;
City Code Section 3-1-4 for snow and ice removal services;
City Code Section 16-8-12 for vegetation abatements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MUSCATINE, IOWA,
that the abatement service fees of the following property owner(s) be assessed to the
described properties in the amount(s) noted and reflected on the attached property tax bills.

PASSED AND APPROVED THIS _____ DAY OF _____.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0111

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Melissa Rinnert, Housing Programs Supervisor
Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution to Set a Public Hearing on the FY2024 Annual Plan & Amendments to the Public Housing Admissions and Continued Occupancy Policy to be Held May 4, 2023 at 6:00 pm During the Regular Meeting of the City Council.

EXECUTIVE SUMMARY

The attached resolution sets a public hearing for May 4 at 6:00 p.m. on the Muscatine Municipal Housing Agency's FY2024 Annual Plan and program documents as required by the U.S. Department of Housing and Urban Development.

STAFF RECOMMENDATION

Staff recommends Council, acting as the MMHA Board of Commissioners, adopt the attached resolution setting a public hearing for May 4, 2023 at 6:00 pm.

BACKGROUND/DISCUSSION

Under federal regulations each public housing authority must submit an annual plan not less than 75 days prior to the start of the agency's fiscal year. The MMHA must submit the annual plan, including a budget, annual goals, and proposed policy changes, no later than May 15. A public hearing must also be held at the end of a 45 day comment period during which consultation with the Resident Advisory Board is conducted. City Council, acting as the Board of Supervisors of the Muscatine Municipal Housing Agency (MMHA), is being asked to set a public hearing for May 4 at 6:00 p.m. during the meeting of the City Council. The public hearing will provide citizens an opportunity to comment on the FY2024 Annual Plan and proposed Amendments to the Public Housing Admissions and Continued Occupancy Policy. The public comment period opens March 20 and provides residents an opportunity to submit comments on the proposed goals, policies and use of public funds. The Annual Plan furthers the goals approved in the 5-Year Plan while also adapting to current needs and conditions.

CITY FINANCIAL IMPACT

There is no financial impact to the general fund of this action.

ATTACHMENTS

1. FY24 Annual - SPANISH
2. PUBLIC NOTICE FY24
3. Resolution Public Hearing Notice - FY24 Plan

**AVISO DE PERÍODO DE COMENTARIO AL PÚBLICO E
HORA Y LUGAR DE LA AUDIENCIA PÚBLICA PARA
DISCUTIR EL PLAN ANUAL Y REVISIONES DE LA AGENCIA MUNICIPAL DE VIVIENDAS DE MUSCATINE
DEL 2024 A LA ADMISIÓN DE VIVIENDA PÚBLICA Y POLÍTICA DE OCUPACIÓN CONTINUA**

Se le invita al público a comentar sobre el plan preeliminar anual del 2024 de la Agencia Municipal de Viviendas de Muscatine (MMHA), a las revisiones del Plan Administrativo del Programa de Viviendas y a la Admisión de Vivienda Pública y Política de Ocupación Continua (ACOP). El plan anual describe las metas, objetivos y políticas, la cual MMHA utiliza para administrar los programas, incluyendo aquellos en el Plan Administrativo y ACOP. Los documentos estarán disponibles para su revisión y comentario en las oficinas de MMHA en el 215 Sycamore Street, durante horario regular de trabajo comenzando el 20 de Marzo hasta el 4 de Mayo . Copias electrónicas podrán ser obtenidos contactando MMHA al mrinnert@muscatineiowa.gov o llamando al 563-262-4141.

Se llevará acabo una Audiencia Pública el 4 de Mayo del 2023 a las 6:00 p.m. durante la reunión del Concejo de la Ciudad de Muscatine. La participación del público en la Audiencia Pública podrá ser presencial o electrónico atravez del enlace GoToMeeting la cual será publicada en la agenda oficial. Si usted requiere de alguna adaptación especial por una discapacidad o barrera de idioma, favor de contactar MMHA al 563-262-4141 al menos tres dias laborales de anticipación a la fecha de la reunión llevarse acabo.

Comentarios pueden ser enviados en persona al MMHA, 215 Sycamore St, Muscatine, IA 52761 o electrónico al correo mrinnert@muscatineiowa.gov. El periodo de comentarios públicos comenzará el 20 de Marzo y concluirá el 4 de Mayo a las 6:00 p.m.

**NOTICE OF PUBLIC COMMENT PERIOD AND
TIME AND PLACE OF PUBLIC HEARING TO
DISCUSS THE MUSCATINE MUNICIPAL HOUSING AGENCY'S 2024
ANNUAL PLAN AND AMENDMENTS TO THE
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

The public is invited to comment on the Muscatine Municipal Housing Agency's (MMHA) draft 2024 Annual Plan and revisions to the Public Housing Admissions and Continued Occupancy Policy (ACOP). The Annual Plan outlines the goals, objectives and policies MMHA uses to administer the programs, including those encompassed in the ACOP. The documents are available for review and comment in the MMHA offices at 215 Sycamore Street during normal business hours beginning March 20 through May 4. Electronic copies may be requested by contacting MMHA at mrinnert@muscatineiowa.gov or 563-262-4141.

A Public Hearing will be held May 4, 2023, at 6:00 p.m. during the Muscatine City Council meeting. Public participation in the Hearing may be in person or electronic through a GoToMeeting link that will be published on the official agenda. If you are a person requiring a special accommodation for a disability or language barrier, please contact MMHA, at 563-262-4141 at least three (3) business days in advance of the meeting date.

Comments may be submitted in person or by mail to MMHA, 215 Sycamore St, Muscatine, IA 52761 or electronically to mrinnert@muscatineiowa.gov. The public comment period will begin March 20 and end May 4 at 6:00 p.m.



RESOLUTION NO.

**A RESOLUTION TO SET ANNUAL PUBLIC HEARING FOR PUBLIC COMMENT
ON THE MUSCATINE MUNICIPAL HOUSING AGENCY (MMHA) ANNUAL
PLAN AND AMENDMENTS TO THE PUBLIC HOUSING ADMISSIONS AND
CONTINUED OCCUPANCY POLICIES (ACOP)**

WHEREAS, the Muscatine Municipal Housing Agency (MMHA) is required by federal regulation to conduct a public hearing to receive comment on the agency's annual plan and proposed expenditures; and

WHEREAS, MMHA must also conduct a public hearing on proposed revisions to the Public Housing Admissions and Continued Occupancy Policy (ACOP); and

WHEREAS, MMHA must make all relevant information available for review and comment for a 45 day period, including a public hearing, prior to adoption; and

WHEREAS, MMHA opens the 45-day public comment period March 20; and

WHEREAS, MMHA has drafted the FY2024 Annual Plan and Capital Funds Statement, and has revised policies in the ACOP.

NOW, THEREFORE, BE IT RESOLVED that the Muscatine City Council, acting as the Muscatine Public Housing Authority Board of Commissioners, hereby sets a public hearing for Thursday, May 4, 2023, at 6:00 p.m., and invites the public to comment regarding the MMHA plan and policies at the MMHA office or at the public hearing.

PASSED, APPROVED AND ADOPTED this 16th day of March 2023.

Dr. BRAD BARK, MAYOR

CITY OF MUSCATINE, IOWA

CAROL WEBB, CITY CLERK



City of Muscatine

ITEM NUMBER 2023-0122

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Approving a Sidewalk or Street Café Easement Agreement with Boonie's On the Avenue for the Purpose of Outdoor Dining.

EXECUTIVE SUMMARY

A resolution approving a sidewalk or street cafe easement agreement with Boonie's On the Avenue, 214 Iowa Avenue.

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

Boonie's On the Avenue, 214 Iowa Avenue has applied to use public right of way for the purposes of outdoor dining under the provisions of Section 3-1-6 of City Code. Boonie's On the Avenue is proposing dining on a raised platform atop of two on-street parking spaces that are located directly in front of restaurant at 214 Iowa Avenue. This will be identical to the outdoor dining that occurred at this location last year.

In July of 2015, the pilot program was made permanent with the addition of Section 3-1-6 to City Code. This new section governs the process for approving and the operational conditions for outdoor dining in the public right of way. The attached easement agreement reflects all the requirements of this Section of City Code.

As specified by Section 3-1-6, the easement agreement is only good for one year, with on-street dining being allowed to occur between April 1st and October 15th. To operate in future years, the applicant will be required to obtain a new easement agreement on an annual basis.

On-street dinning at Booni'es On the Avenue in a Previous Year



CITY FINANCIAL IMPACT

None

ATTACHMENTS

1. Outdoor Dining Easement Agreement Boonies 2023
2. Submitted Site Plan
3. Resolution Boonies Outdoor Dining2023

SIDEWALK OR STREET CAFÉ EASEMENT AGREEMENT

This SIDEWALK OR STREET CAFÉ EASEMENT AGREEMENT (the "Agreement") is entered into by and between, **the City of Muscatine, Iowa**, an Iowa municipal corporation, (hereinafter referred to as "Grantor") and **Boonies on the Avenue**, (hereinafter referred to as "Grantee").

1. Property and Purpose. Grantor is the owner of certain real estate located in the right-of-way adjacent to the Grantee's property, as more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Property"). Grantee desires to operate an outdoor seating area for purposes of serving food and drinks on the Property. Grantor is willing to grant Grantee a nonpermanent easement for said purpose, under the provisions of Section 3-1-6 of the City Code of Muscatine, Iowa, subject to the terms of this agreement and City Code.

2. Grant of Easement. Acting under the under the provisions of Section 3-1-6 of the City Code of Muscatine, Iowa, Grantor hereby grants, the Grantee, a nonpermanent easement to use the Property as an outdoor seating area for purposes of serving food and drinks, subject to the following terms and all applicable provisions of City Code.

- A. Grantee shall at all times comply with all provisions of Section 3-1-6 of City Code which regulates outdoor dining on public right-of-way, as well as all other applicable sections of City Code.
- B. Nothing shall be placed in the public right-of-way before April 1, 2016 and all of the following conditions and criteria have been met:
 - i. This easement agreement is approved by a resolution of City Council.
 - ii. A fully signed copy of this agreement is returned to the City.
 - iii. The Grantee shall provide the City a certificate of insurance that meets the criteria and standards specified in City Code Section 3-1-6(A)(7).
- C. That platform being placed in the public-right-of-way shall me all requirements set for in City Code and be located as indicated in the area set forth in "Exhibit A".
- D. All items must be removed from the public right-of-way no later than October 15, 2016, unless the City Administrator acting under the provision of Section 3-1-6(C)(12) has granted the Grantee permission to occupy the public right-of-way to a specified later date.
- E. The grantee is responsible for trash removal and shall maintain the area and surrounding five feet (5') in a clean and litter free manner during all hours of operation.
- F. All kitchen equipment and refuse containers used to service the sidewalk or street cafés must be located inside the principal building.
- G. No extension cords are allowed across sidewalks.

3. Use by Grantor. Grantor retains the right to use the Property. The Property is subject to all matters of record, including all easements of record, the retained rights of Grantor and whatever other easements, rights, licenses or grants that contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantors. This Easement shall revert to Grantor upon release.

4. Grantor's Improvements. Grantee shall replace and restore any and all improvements of Grantor on the Property and Grantor's adjoining land which are disturbed by Grantee's activities, including, but not limited to, curbing, landscaping, paving, irrigation systems, utility infrastructure and/or traffic controls (collectively, "Grantor's Improvements"). Grantee agrees to restore the Property to a condition after construction substantially the same as prior to entry by the Grantee

5. Indemnification. Grantee, with respect to its use of the Property for the Project, agrees to indemnify, protect, defend, and hold harmless Grantor, its successors and assigns, and its agents, servants, employees, elected officials, and officers, from any and all loss, damage, liability, cost or expense (including but not limited to, attorneys fees and court costs) and all other sums which Grantor, its successors and assigns, and its agents, servants, employees, elected officials, and officers may incur, be subjected to, or may reasonably pay or become obligated to pay on account of any, all and every demand, claim, or action arising out of any act or omission of Grantee, its agents, servants or employees.

6. Termination of Agreement

A. This agreement shall terminate no later than December 31st of the year that this agreement is approved.

B. The City Administrator, or designee, shall retain the right to terminate the agreement but only after written notice of violation has been given and the time to cure the violation has expired. Grounds for termination of the agreement shall include, but not be limited to:

- i. Violations of state and liquor control laws,
- ii. Violations of the agreement,
- iii. Creating a safety hazard, health hazard, and/or public nuisance under state or local law, or
- iv. Violations of any provision of the City Code.

C. The City Administrator, or designee, retains the right to terminate the easement agreement and direct removal of sidewalk or street café operations if there is a substantial and reasonable need for use of the public right-of-way for a valid public purpose.

D. If the City Administrator, or designee acts to terminate this agreement prior to December 31st of the year in which it was approved, the café owner has the right to appeal a decision to terminate the agreement to the City Council.

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2023

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk

STATE OF IOWA, COUNTY OF MUSCATINE, ss:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Brad Bark** and **Carol Webb**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Muscatine, Iowa, a municipal corporation; that said instrument was signed and contained in the Resolution adopted by the City Council of Muscatine, Iowa, on the __ day of _____, 2022, and the said **Brad Bark** and **Carol Webb** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Grantee

By: _____

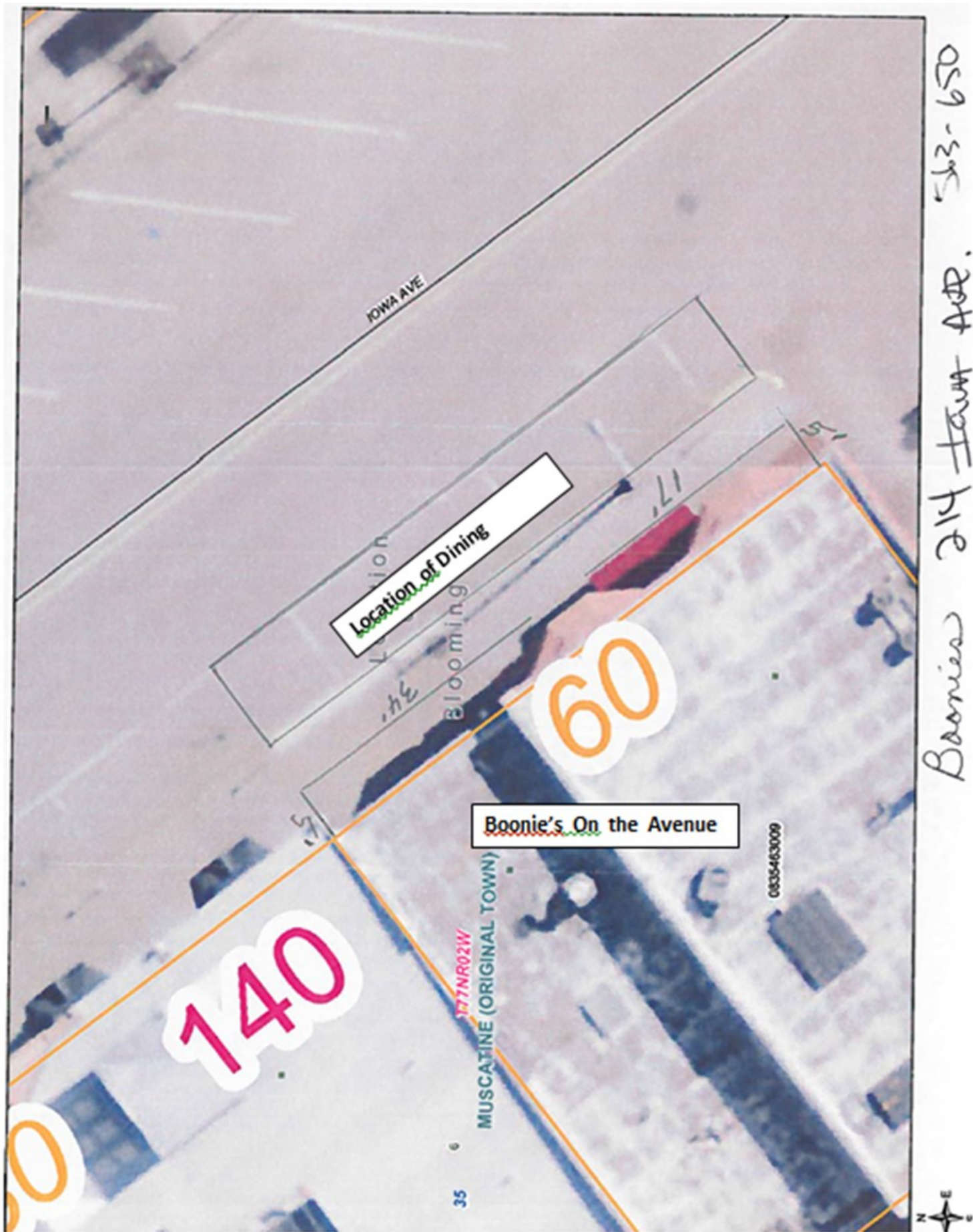
Name: _____

Title: _____

STATE OF IOWA, MUSCATINE COUNTY, ss:

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is _____ of **Grantee**, that the seal affixed to the foregoing instrument to which this is attached is the corporate seal; that the instrument was signed and sealed on behalf of **Grantee** by authority of its Board of Directors, and that _____, as such officer, acknowledged the execution of the instrument to be the voluntary act and deed of **Grantee**, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa



RESOLUTION NO. _____

ACCEPTANCE OF SIDEWALK OR STREET CAFÉ EASEMENT AGREEMENT

WHEREAS, This SIDEWALK OR STREET CAFÉ EASEMENT AGREEMENT (the “Agreement”) is entered into by and between, **the City of Muscatine, Iowa**, an Iowa municipal corporation, (hereinafter referred to as "Grantor") and **Boonies on the Avenue**, (hereinafter referred to as "Grantee");

WHEREAS, Grantor is the owner of certain real estate located in the right-of-way adjacent to the Grantee’s property, as more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference (the “Property”). Grantee desires to operate an outdoor seating area for purposes of serving food and drinks on the Property. Grantor is willing to grant Grantee a nonpermanent easement for said purpose, under the provisions of Section 3-1-6 of the City Code of Muscatine, Iowa, subject to the terms of this agreement and City Code;

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that the City of Muscatine, Iowa approve the sidewalk café easement right-of-way easement agreement attached as Exhibit A

PASSED, APPROVED AND ADOPTED this 16th day of March, 2023.

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**

Brad Bark, Mayor

Attest:

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0112

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Darrell Janssen, Battalion Chief
Gerald Ewers, Fire Chief

SUBJECT

Request to Approve the Declaration of the 1988 Smeal Fire Engine as Surplus and to Authorize the Donation of the Engine/Pumper to Ukraine to Assist in Serving the Citizens During their War with Russia.

EXECUTIVE SUMMARY

Presented for council's consideration is a recommendation to declare one 1988 fire engine/pumper as surplus property.

STAFF RECOMMENDATION

The staff is recommending the council approve the 1988 engine/pumper as surplus property in order for it to be donated to Ukraine.

BACKGROUND/DISCUSSION

The Muscatine Fire Department has taken delivery of a new 2023 engine/pumper. This new arrival has rendered our 35 year old engine/pumper as surplus with little to no value. Due to the age and condition of this vehicle, it does not meet the needs of surrounding volunteer fire departments who may be looking for a low-cost fire engine option. Once declared surplus, the City will attempt to donate the engine/pumper to Ukraine to assist in serving the citizens during their war with Russia. This will be donated through the organization Ukrainian Medical Association of North America. If the donation is not accepted or does not occur for some reason, then the engine/pumper will go to public auction.

CITY FINANCIAL IMPACT

The engine/pumper has minimal value due to age and mileage and was not able to be used as a trade in on the new fire engine.

ATTACHMENTS

1. Agenda Item Summary (11)



City of Muscatine

ITEM NUMBER 2023-0112

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Darrell Janssen, Battalion Chief
Gerald Ewers, Fire Chief

SUBJECT

Request to Approve the Declaration of the 1988 Smeal Fire Engine as Surplus and to Authorize the Donation of the Engine/Pumper to Ukraine to Assist in Serving the Citizens During their War with Russia.

EXECUTIVE SUMMARY

Presented for council's consideration is a recommendation to declare one 1988 fire engine/pumper as surplus property.

STAFF RECOMMENDATION

The staff is recommending the council approve the 1988 engine/pumper as surplus property in order for it to be donated to Ukraine.

BACKGROUND/DISCUSSION

The Muscatine Fire Department has taken delivery of a new 2023 engine/pumper. This new arrival has rendered our 35 year old engine/pumper as surplus with little to no value. Due to the age and condition of this vehicle, it does not meet the needs of surrounding volunteer fire departments who may be looking for a low-cost fire engine option. Once declared surplus, the City will attempt to donate the engine/pumper to Ukraine to assist in serving the citizens during their war with Russia. This will be donated through the organization Ukrainian Medical Association of North America. If the donation is not accepted or does not occur for some reason, then the engine/pumper will go to public auction.

CITY FINANCIAL IMPACT

The engine/pumper has minimal value due to age and mileage and was not able to be used as a trade in on the new fire engine.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0113

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Anthony Kies, Police Chief

SUBJECT

Request to Approve Declaration of City Firearms as Surplus and to Authorize Said Firearms to be Decommissioned and Traded to Mitchell Arms and Ammo in Muscatine.

EXECUTIVE SUMMARY

Staff is recommending the attached list of items be declared as surplus so they can be disposed of/traded off from the City of Muscatine to Mitchell Arms and Ammo at 810 Park Ave Muscatine, IA.

STAFF RECOMMENDATION

Staff is recommending the council approve the items as surplus and to be able to trade equipment for equipment of equal value.

BACKGROUND/DISCUSSION

The Police Department was able to identify guns that are no longer operational due to age (30-50 years), condition or do not suit the department's needs. The attached list includes items submitted that will be posted to be traded to Mitchell Arms and Ammo for equipment such as rifle slings, lights, mounts and two additional Glock 19 w/night sights that will be department issued standard carry handguns for new hire employees.

CITY FINANCIAL IMPACT

Financial benefits of trading the declared surplus auction items for equipment allow us to keep the guns off of the public surplus and receive the best financial options that are available.

ATTACHMENTS

1. Property Surplus

Suplus to be Traded:

<u>Equipment</u>	<u>Value</u>
KT1106XXX	\$ 500.00
KT1171XXX	\$ 500.00
CM240XXX	\$ 500.00
CM240XXX	\$ 500.00
CM240XXX	\$ 500.00
CM240XXX	\$ 500.00
R115XXX	\$ 250.00
D741XXX	\$ 350.00
BER372XXX	\$ 300.00
D673XXX	\$ 300.00
Total:	\$ 4,200.00

Equipment to be Received:

<u>Equipment</u>	<u>Value</u>
(12) Rifle Slings	\$ 660.36
(12) Rifle End Plate	\$ 298.32
(12) Magpul Rails	\$ 215.88
(12) Streamlights	\$1,468.32
(12) Rail Mount	\$ 359.88
(2) Glock 19	\$ 999.98
Total:	\$4,002.74
Remaining Credit	\$197.26



City of Muscatine

ITEM NUMBER 2023-0114

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Accept a \$650,000 Downtown Revitalization Grant from the Iowa Economic Development Authority for a façade program in the 200 block of east 2nd Street

EXECUTIVE SUMMARY

Presented for Council consideration is a request to accept a \$650,000 Downtown Revitalization Grant from the Iowa Economic Development Authority for a façade program in the 200 block of east 2nd Street.

STAFF RECOMMENDATION

Staff recommends Council accept the grant.

BACKGROUND/DISCUSSION

Staff is requesting Council's approval to accept the Iowa Economic Development Authority's (IEDA) Downtown Revitalization Program (DTR) grant that is financed with Community Development Block Grant (CDBG) funds.

Each year the IEDA allocates CDBG funds to the Downtown Revitalization (DTR) Program to assist communities to improve the attractiveness of their core business district. Communities are eligible for up to \$650,000 to improve buildings in the downtown core. This is primarily a façade program, which requires defining a target area that is blighted with at least 25% of the buildings being in a fair or poor condition.

Previously Council authorized \$100,000 annually in tax increment to support a local façade program. Funds first became available in FY21, but then covid started and the program was not implemented. During this delay staff became aware of the DTR program and it was determined the best use of the resources would be to leverage them to pursue a grant.

Staff sent letters to each downtown property owner to evaluate interest in a façade project. Based on responses staff mapped the potential properties to determine the areas with the

most contiguous interest and where a façade project would have the most impact and meet the DTR guidelines. Ultimately, the north side of the 200 block of East 2nd Street was selected. Simultaneously, a request for qualifications was sent to architectural firms to prepare the preliminary designs required to submit the grant. Martin Gardner Architecture was selected and a contract for services was entered in August 2021. Bi-State Regional Planning Commission was then contacted about preparing the application.

All property owners in the target block were invited to an orientation meeting in May 2022 which was followed up by individual meetings with the designated architect to discuss the goals and vision. It is typical after the IEDA and City funds for owners to contribute 30% of the project costs. Owners of all but two of the 17 properties on the block participated in this process and completed the preliminary design phase. Unfortunately, the cost estimates for the proposed work would require much higher levels of private investment and the proposed project splits the properties into 2 phases.

Applications are due November 1 for a maximum award of \$650,000 for a minimum of 8 participating properties. This application will include 10 of 12 properties between 207 and 229 East 2nd Street. The current total estimated costs is about \$1.1 million.

At the October 10, 2022 City Council meeting Council approved submitting an application for a DTR grant, including committing \$250,000 in tax increment financing as match. In February we received notification that the City had been awarded a \$650,000 grant. To access these funds Council must accept the grant and authorize the Mayor to sign the grant contract and required acknowledgments.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action to the general fund, all fund that will be used for this project have been allocated through tax increment financing.

ATTACHMENTS

1. 23-DTR-001 Muscatine Contract
2. Required Acknowledgment of Environmental Review Requirements

IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT

RECIPIENT: City of Muscatine
CONTRACT NUMBER: 23-DTR-001
EFFECTIVE DATE: February 15, 2023
AWARD AMOUNT: \$650,000
END DATE: February 28, 2026

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 ACT. Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 ACTIVITY. "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 ADMINISTRATIVE CODE. "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 APPLICATION. "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG). "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 CONTRACT. "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 END DATE. "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 GRANT. "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.

1.12 IOWAGRANTS.GOV. "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 LOW- AND MODERATE-INCOME PERSONS. "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 PROJECT. "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 RECIPIENT. "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 FUNDING

2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 RECEIPT OF FUNDS. All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 PRIOR COSTS. If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT. If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3

TERMS OF GRANT

3.1 TIME OF PERFORMANCE. The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 LOCAL EFFORT REQUIREMENTS. The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 ADMINISTRATION. This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.5 SATISFACTORY PERFORMANCE. For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4

PERFORMANCE TARGET ACHIEVEMENT

4.1 PERFORMANCE TARGETS. By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 DETERMINATION OF CONTRACT PERFORMANCE. The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5

USE OF FUNDS

5.1 GENERAL. The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 PROGRAM INCOME. Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 BUDGET REVISIONS. Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 GENERAL ADMINISTRATIVE COST LIMITATIONS. Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 COST VARIATION.

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 CONTRACT EXECUTED. The Contract shall have been properly executed and, where required, acknowledged.

6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS. Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 PERMITS AND LICENSES. The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 EXCESSIVE FORCE POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 EQUAL OPPORTUNITY POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 PROCUREMENT POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 FAIR HOUSING POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the

Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 CODE OF CONDUCT. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.10 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
181 - Administration	6.10(l) - Administrative Plan
116 - Facade Improvements	6.10(h) - Facade Easements
116 - Facade Improvements	6.10(m) - Bid Solicitation Requirement and Construction Restrictions

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) REVIEW OF HANDICAPPED ACCESSIBILITY. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) DEPARTMENT OF HEALTH APPROVAL. Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) BULK PURCHASE AGREEMENT. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) FAÇADE EASEMENTS. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all recorded façade easements with property owners when required for downtown revitalization.

(i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

(k) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

(l) ADMINISTRATIVE PLAN. The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and the required elements of the Authority's sample Downtown Revitalization Administrative Plan. The release of funds shall be contingent upon the Authority's receipt and acceptance of the Administrative Plan.

(m) BID SOLICITATION REQUIREMENTS and CONSTRUCTION RESTRICTIONS. Within one year of contract effective date the Recipient's project shall be designed and solicitation for bids shall be completed. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all construction terms agreements with property owners when required for downtown revitalization projects.

6.11 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.11 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
181 - Administration	6.10(l) - Administrative Plan
116 - Facade Improvements	6.10(h) - Facade Easements
116 - Facade Improvements	6.10(m) - Bid Solicitation Requirement and Construction Restrictions

(a) FUNDING. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) SUBRECIPIENT AGREEMENT. Prior to release of funds under this contract and prior to the Recipient entering in to a Subrecipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient Agreement (as applicable).

(c) CONTINGENT FUNDING. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 AUTHORITY. The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 FINANCIAL INFORMATION. All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 APPLICATION. The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 CLAIMS AND PROCEEDINGS. There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 PRIOR AGREEMENTS. The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 EFFECTIVE DATE. The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8 COVENANTS OF THE RECIPIENT

8.1 AFFIRMATIVE COVENANTS. Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) REPORTS. The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

(c) RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of three years after the date the recipient is notified

that the state CDBG contract has been closed with HUD, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) ACCESS TO RECORDS/INSPECTIONS. The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint

Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

(l) PROJECT PHOTOS. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

(b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

(a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) END DATE. If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) MISSPENDING. If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) INSURANCE. If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 NOTICE OF DEFAULT. In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 REMEDIES UPON DEFAULT. If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 FAILURE TO MEET PERFORMANCE TARGETS. If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 INCORPORATED DOCUMENTS

10.1 DOCUMENTS INCORPORATED BY REFERENCE. The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

10.2 ORDER OF PRIORITY. In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/cdbg/>.

ARTICLE 11
MISCELLANEOUS

11.1 LIMIT ON GRANT PROCEEDS ON HAND. The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 GOVERNING LAW. This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 NOTICES. Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 WAIVERS. No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 LIMITATION. It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 HEADINGS. The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 INTEGRATION. This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 IOWAGRANTS.GOV. The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Muscatine

BY:

Mayor
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Brian Sullivan, Chief Programs Officer

ATTACHMENT A

GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 20181.0 AMENDMENT.

(a) WRITING REQUIRED. The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The recipient shall comply with provisions for training, employment and contracting in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

(viii) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(ix) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

(xi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(j) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 POLITICAL ACTIVITY. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 LIMIT ON RECOVERY OF CAPITAL COSTS. The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 PROHIBITED ACTIVITIES. In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS. This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) GENERAL GOVERNMENT EXPENSES. Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) POLITICAL ACTIVITIES. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 FEDERAL GOVERNMENT RIGHTS. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider

acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

REQUIRED ACKNOWLEDGEMENT OF ENVIRONMENTAL REVIEW REQUIREMENTS

By signing below, I hereby acknowledge that I accept and understand that no construction or other choice limiting actions may be commenced in relation to any portion or aspect of this project, regardless of the funding source, prior to the grant recipient, (city or county) receiving a formal Release of Funds letter from the offices of the Iowa Economic Development Authority (IEDA).

Choice limiting actions include, but are not limited to, not only actual traditional construction but also the purchase or lease of land or structures, bid letting (any advertisement of bids), signing construction contracts of any kind, rehabilitation, repair, remodeling, demolition, conversion, and any phase of construction activity whatsoever.

Release of Funds letters will be issued only upon proper completion and submittal of the appropriate level of Environmental Review Record (ERR) for the project to IEDA through the iowagrants.gov system.

I understand that violation of this federal rule by taking any prohibited action as outlined above prior to the receipt of a Release of Funds letter from IEDA is likely to result in the forfeiture of CDBG grant monies awarded.

Signed: _____
Mayor or County Chairperson

Date: _____

Print Name: _____

Signed: _____
Grant Administrator

Date: _____

Print Name: _____

Signed: _____
Subrecipient Entity (if applicable)

Date: _____

Print Name: _____

We strongly suggest that you please share this form with any engineers or architects involved in the project.

Note: Following execution and dating this form must be uploaded into the "Required Uploads" component for your respective grant project in the iowagrants.gov system. No claim for grant funds will be processed until this task is completed.



City of Muscatine

ITEM NUMBER 2023-0115

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a Contract in the amount of \$30,000 with Bi-State Regional Commission for Project Administrative Services as Required by the Iowa Economic Development Authority for the Downtown Revitalization Program Grant

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with Bi-State Regional Commission for administrative services required for the Downtown Revitalization Grant. Services will cost of \$30,000 and be paid with funds previously allocated to the program.

STAFF RECOMMENDATION

Staff recommends Council approve the contract.

BACKGROUND/DISCUSSION

Staff is requesting Council's approval of a contract with Bi-State Regional Commission for administrative services related to the Downtown Revitalization Program (DTR) grant. Contracting for these services is required by the Iowa Economic Development Authority (IEDA) to insure compliance with the Community Development Block Grant (CDBG) funds. Administrative services include completing environmental reviews, wage compliance, procurement of services, and submitting reports. The fee for these services was included in the overall program budget at the time of application.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action on the general fund. All funds that will be used for this project have been allocated through tax increment financing.

ATTACHMENTS

1. Bi-State Grant Administration Contract - DTR



Serving local governments in Muscatine and Scott Counties, Iowa;
Henry, Mercer, and Rock Island Counties, Illinois

OFFICERS:

CHAIR

Kippy Breeden

VICE-CHAIR

Brad Bark

SECRETARY

Richard "Quiljas" Brunk

TREASURER

John Maxwell

MUNICIPAL REPRESENTATIVES:

City of Davenport

Mike Matson, Mayor

Rick Dunn, Alderperson

Robby Ortiz, Alderperson

Randy Moore, Citizen

City of Rock Island

Mike Thoms, Mayor

Dylan Parker, Alderperson

City of Moline

Sangeetha Rayapati, Mayor

Mike Waldron, Alderperson

City of Bettendorf

Robert Gallagher, Mayor

City of East Moline

Reggie Freeman, Mayor

City of Muscatine

Brad Bark, Mayor

City of Kewanee

Gary Moore, Mayor

City of Silvis; Villages of

Andalusia, Carbon Cliff,

Coal Valley, Cordova, Hampton,

Hillsdale, Milan, Oak Grove,

Port Byron, and Rapids City

Duane Dawson, Mayor, Milan

Cities of Aledo, Colona, Galva,

Geneseo; Villages of Alpha,

Andover, Annawan, Alkinson, Cambridge,

Keithsburg, New Boston, Orion,

Sherrard, Viola, Windsor, and Woodhull

Tim Wise, Mayor, Annawan

Cities of Blue Grass, Buffalo,

Eldridge, Fruitland, LeClaire,

Long Grove, McCausland,

Nichols, Princeton, Riverdale,

Walcott, West Liberty, and Wilton

Michael Limberg, Mayor, Long Grove

COUNTY REPRESENTATIVES:

Henry County

Kippy Breeden, Chair

James Thompson, Member

Vacant, Member

Mercer County

Vacant

Muscatine County

Scott Sauer, Chair

Jeff Sorensen, Member

Rock Island County

Richard "Quiljas" Brunk, Chair

David Adams, Member

Drue Mielke, Member

Elizabeth Sherwin, Citizen

Scott County

Ken Beck, Chair

John Maxwell, Member

Ross Paustian, Member

Jazmin Newton, Citizen

PROGRAM REPRESENTATIVES:

Ralph H. Heninger

Jerry Lack

Nathaniel Lawrence

Marcy Mendenhall

Eileen Roethler

Rick Schloemer

Bill Stoerner

Executive Director

Denise Bulat

March 9, 2023

Dr. Brad Bark, Mayor
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

RE: Community Development Block Grant for Downtown Revitalization
(CDBG-DTR) Contract

Dear Dr. Bark,

Enclosed you will find the contract between the City of Muscatine and the Bi-State Regional Commission to administer the city's Community Development Block Grant for Downtown Revitalization (CDBG-DTR) project for façade improvements to eleven buildings. The agreement period will extend from March 1, 2023 through ninety days after the end of the grant performance period (including any possible extensions). The city agrees to a total project administration cost of \$30,000, which will be billed by the contractor to the city.

On approval, please sign and return a copy of the agreement to our office. A copy of the fully executed agreement will be returned to you.

Should you have any questions, please contact me at (309) 793-6300, extension 1138 or via e-mail at rnewcomb@bistateonline.org.

Sincerely,

Ricky Newcomb
Senior Planner

RN/sg
P:\USERS\WORD\Contracts\CDBG\Muscatine CDBG Downtown Revitalization Contract.docx

Enclosure: As stated above



Serving local governments in Muscatine and Scott Counties, Iowa;
Henry, Mercer, and Rock Island Counties, Illinois

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Port Byron, and Rapids City
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Keithsburg, New Boston, Orion,
Sherrard, Viola, Windsor, and Woodhull
Tim Wise, Mayor, Annawan
Cities of Blue Grass, Buffalo,
Eldridge, Fruitland, LeClaire,
Long Grove, McCausland,
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Bill Stoermer
Executive Director
Denise Bulat

**CONTRACT BETWEEN
BI-STATE REGIONAL COMMISSION
AND THE
CITY OF MUSCATINE, IOWA**

This Contract is by and between the Bi-State Regional Commission, hereinafter called the "Contractor," and City of Muscatine, Iowa, hereinafter called the "Recipient."

Witnesseth that:

WHEREAS, the Contractor is authorized to provide certain technical and administrative assistance; and

WHEREAS, the Recipient desires the Contractor to provide certain technical and administrative assistance in relation to the Recipient's Community Development Block Grant for Downtown Revitalization (CDBG-DTR) improvements to the façades of eleven buildings under contract number 23-DTR-001 between the Recipient and Iowa Economic Development Authority (IEDA), hereinafter called the "Project."

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth;

The Recipient and the Contractor agree to perform and carry out the following:

A. SCOPE OF SERVICES

1. Contractor Responsibilities. The Contractor shall provide the following for the Project:
 - a. Project Start-up and General Administration
 - 1) Assist the Recipient in fulfilling all special grant conditions, as stipulated by the Recipient's contract with IEDA;
 - 2) Assist the Recipient in the execution of Project documents;
 - 3) Act as liaison with IEDA staff;
 - 4) Ensure that procurement, bidding, and contracting all follow the most recently issued federal provisions and requirements;



- 5) Monitor compliance with federal labor standards, including but not limited to: wage rate determination request to IEDA, completing contractor clearance forms for all contractors and subcontractors as soon as contractor is selected, and weekly payroll processing and contractor employee interviews;
 - 6) Maintain an up-to-date project budget with contingencies and alternates including the review of any post-construction change orders as they may impact budget;
 - 7) Monitor project timeliness;
 - 8) Maintain a list of properties, addresses and owners on IowaGrants.gov;
 - 9) Coordinate all amendment requests to IEDA;
 - 10) Review and approve contractor pay requests prior to submittal to the Recipient and sending to IEDA for a claim;
 - 11) Establish and maintain an administration and client filing system for the Project;
 - 12) Assist in the development of an Administrative Plan to be reviewed and approved by IEDA;
 - 13) Assume any other responsibilities as the Grant Administrator to be included in the Administrative Plan as mutually agreed upon by the Recipient and the Contractor; and
 - 14) Assume any other responsibilities generally required and expected of grant administrators of CDBG grants as described in IEDA guidelines and other materials relating to the CDBG program. Time Schedule
- b. Project Close-out and Monitoring
- 1) Participate in IEDA monitoring visits;
 - 2) Assist the Recipient with any audits carried out by IEDA; and
 - 3) Assist the Recipient with the completion and fulfillment of all Project close-out requirements.

2. Recipient Responsibilities. The Recipient shall provide the following for the Project:
- a. Project Start-up and General Administration -
 - 1) Execute all required Project grant documents;
 - 2) Advertise any and all required public notices to comply with the Project grant contract;
 - 3) Conduct all Project payouts and financial management, maintain financial records and complete necessary fiscal reports for the Project, as may be required by IEDA;
 - 4) Assume ultimate responsibility for the overall grant project, as the HUD designated Responsible Entity in accordance with 24 CFR 58;
 - 5) Monitor project timeliness;
 - 6) Monitor and provide information on deletion or substitution of properties. In the event of the contract performance measure changing (total number of buildings) an amendment must be requested of IEDA;
 - 7) Ensure property owners are refraining from any other prohibited work on their building that is not a part of the CDBG façade project;
 - 8) Review sample Easement Agreement and Construction Terms Agreements with legal counsel, and once executed, oversee to ensure compliance;
 - 9) Communicate with property owners on any proposed change orders during construction, including how it may impact the property owner's financial contribution, as well as timing changes resulting from the potential of re-opening Section 106 consultation if applicable;
 - 10) Review and approve change orders as the contract with the general contractor shall specify;
 - 11) Monitor and collect property owners' financial participation share;
 - 12) Provide Council review and approval of invoices prior to submittal of claims to IEDA or have a Council-approved written policy outlining an alternative process for approving bills;

- 13) Allow the Contractor access to any materials pertinent to this Project;
- 14) Provide documents in an accessible format, as required by the Americans with Disabilities Act, when requested by the public;
- 15) Assist in the development of an Administrative Plan to be reviewed and approved by IEDA;
- 16) Assume any other responsibilities as the City to be included in the Administrative Plan to be mutually agreed upon by the Recipient and the Contractor; and
- 17) Assume any other responsibilities generally required and expected of recipients of CDBG grants as described in IEDA guidelines and other materials relating to the CDBG program.

b. Project Close-Out and Monitoring

- 1) Conduct and fulfill Project audit requirements;
- 2) Participate in IEDA monitoring visits;
- 3) Provide financial information to complete close-out reports;
- 4) Provide all follow-up services following the close-out of this Contract; and
- 5) Keep all records on file for the period required by the Project grant contract.

B. TIME SCHEDULE

The Recipient and the Contractor agree to provide the services specified herein within the time period extending from March 1, 2023 through ninety-days (90 days) after the end of the grant performance period (including any possible extensions). It is understood that the original grant performance period extends to February 28, 2026.

C. COMPENSATION OF THE CONTRACTOR

The Contractor shall be compensated for actual costs incurred including employee's salaries, fringe benefits, indirect costs, supplies and printing for the services specified herein. The Recipient agrees to a total administration cost for the Project of thirty thousand dollars (\$30,000), which will be billed by the Contractor to the Recipient. Contractor shall bill the Recipient quarterly as the work progresses and shall report costs incurred in the Project.

D. DISAPPROVAL OF CONTRACT

It is hereby agreed by the parties to this Contract that, should IEDA withdraw its funding or disapprove this Contract, this contract shall be void and not be binding on either party.

E. TERMINATION OF CONTRACT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the Recipient shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished Project materials prepared by the Contractor under this Contract shall, at the option of the Recipient, become the Recipient's property and the Contractor shall be entitled to receive just and equitable compensation for any work completed to the date of termination.

F. AMENDMENTS

The Recipient or the Contractor may, from time to time, require changes in the scope of the services or the time schedule. Any increases or decreases in the number of buildings included in this Project may constitute a change in the scope of services. Such changes shall increase or decrease the Contractor's compensation by an amount mutually agreed upon by and between the Recipient and the Contractor.

G. PERSONNEL

1. The Contractor represents that it has all personnel required for performing the services under this Contract. Such personnel shall not be direct employees of or have any direct contractual relationship with the Recipient.
2. All of the services required hereunder shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Recipient. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

H. ASSIGNABILITY

The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Recipient thereto, with the exception that claims for money by the Contractor from the Recipient under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Recipient.

I. HOLD HARMLESS

The Recipient shall indemnify and hold harmless the Contractor, its agents and employees from and against all losses and all claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the Contractor, its agents and employees, including any and all expenses, legal or otherwise, incurred by the Contractor, its agents and employees in the defense of any claims or suit.

J. COPYRIGHT

No materials produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

K. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Recipient may require, shall furnish the Recipient such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

L. NOTICE OF AWARDING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

M. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Recipient to assure proper accounting for all project funds, both State and non-State shares. These records will be made available for audit purposes to the Recipient or any authorized representative, and will be retained for

three years from closeout of the grant to the State of Iowa, unless permission to destroy them is granted by the Grantor.

N. ACCESS AND MAINTENANCE OF RECORDS

The Contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the State of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

O. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

P. INTEREST OF RECIPIENT AND EMPLOYEES

No members of the governing body of the Recipient and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Q. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor agrees that it has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Contractor further agrees that in the performance of this Contract, no person having any such interest shall be employed with the Contractor.

R. CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

S. LEAD-SAFE HOUSING REGULATIONS

The Contractor certifies that the Project will be conducted and administered in compliance with the Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et. al.).

T. RECYCLED MATERIALS

The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) – Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can

document that the use of recovered materials will impede the intended use of the product.

U. CIVIL RIGHTS

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.).
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

V. FEDERAL EXECUTIVE ORDERS 11246 AND 11375

Provides that no one be discriminated in employment.

During the performance of this contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or nation origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Kippy Breeden, Chair
Bi-State Regional Commission

Date

City of Muscatine

Date



City of Muscatine

ITEM NUMBER 2023-0116

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a Contract in the amount of \$125,000 with Martin Gardner Architecture for Design Services Required for the Downtown Revitalization Program

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with Martin Gardner Architecture, P.C. for design and construction administrative services related to the Downtown Revitalization Program Grant. Fees for these services shall be \$125,000 and will be paid with funds previously allocated to the program.

STAFF RECOMMENDATION

Staff recommends Council approve the contract.

BACKGROUND/DISCUSSION

Staff is requesting Council approve a contract for design and construction services with Martin Gardner Architecture to implement the Downtown Revitalization Program (DTR) grant. Martin Gardner was selected following a formal procurement process to prepare the DTR grant application. Martin Gardner will work with property owners and the City throughout the DTR project, including design development, preparing construction documents, procurement of contractors and construction administration. Total fees for these services will be \$125,000.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action on the general fund. All funds that will be used for this project have been allocated through tax increment financing.

ATTACHMENTS

1. Design Construct - Post Award



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)

Muscatine Downtown Facade
Revitalization
Downtown Business District
Muscatine, IA 52761

AGREEMENT INFORMATION:

Date: November 18, 2021

AMENDMENT INFORMATION:

Amendment Number: 001

Date: February 16, 2023

OWNER: (name and address)

City of Muscatine, Iowa
215 Sycamore Street
Muscatine, IA 52761

ARCHITECT: (name and address)

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302

The Owner and Architect amend the Agreement as follows:

The City of Muscatine was awarded an IEDA Grant for the partial funding of this Project. Therefore, the Architect will proceed with Design Development, Construction Documents, Procurement, and Construction Administration Services as shown on the Original Agreement.

See also attached Exhibit D - Iowa 2022 CDBG Management Guide - Appendix 2 - Required Contract Language and Provisions.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Add One Hundred Twenty-five Thousand Dollars and Zero Cents (\$125,000.00) broken down as follows:

Design Development: \$55,000.00.

Construction Documents: \$40,000.00.

Procurement: \$5,000.00.

Construction Administration: \$25,000.00.

These amounts are for Architectural services only and no engineering services have been included in this Agreement.

Schedule Adjustment:

Extend the Agreement through the year 2024. The Architect will supply to the Owner an updated Milestone Schedule.

SIGNATURES:

Martin Gardner Architecture, P.C.

ARCHITECT (Firm name)

DocuSigned by:

SIGNATURE

Kyle Martin, AIA, LEED AP,
President

PRINTED NAME AND TITLE

3/2/2023 | 15:06:17 CST

DATE

City of Muscatine, Iowa

OWNER (Firm name)

SIGNATURE

Brad Bark, Mayor

PRINTED NAME AND TITLE

DATE

Required Contract Provisions



REQUIRED CONTRACT LANGUAGE AND PROVISIONS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000**Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

Certificate Of Completion

Envelope Id: E0B8A7054713432FA16E38649E052534

Status: Sent

Subject: Complete with DocuSign: Muscatine Downtown Facade Revised Architectural Amendment

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Justin Hoff

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700 11th St., Ste. 200

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Marion, IA 52302

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

justinh@martingardnerarch.com

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Status: Original

Holder: Justin Hoff

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justinh@martingardnerarch.com

Signer Events**Signature****Timestamp**

Brad Bark

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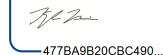
bbark@muscatineiowa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Kyle Martin

DocuSigned by:


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kylem@martingardnerarch.com

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President

Signed: 3/2/2023 1:06:17 PM

Martin Gardner Architecture, P.C.

Signature Adoption: Uploaded Signature Image
Using IP Address: 209.252.169.97Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Bethany Jordan

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bethanyj@martingardnerarch.com

Architect

Martin Gardner Architecture, P.C.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Jodi Royal-Goodwin

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jroyal-goodwin@muscatineiowa.gov

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(None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/2/2023 1:06:17 PM

Payment Events	Status	Timestamps
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City of Muscatine

ITEM NUMBER 2023-0117

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a Contract in the amount of \$48,000 with IMEG for Engineering Services for the Clark House Elevator Modernization

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with IMEG for engineering services related to rebuilding or reconstructing elevators at the Clark House. The fee for these services will be \$48,000 and paid for by the public housing capital fund grant.

STAFF RECOMMENDATION

Staff recommends Council approve the contract.

BACKGROUND/DISCUSSION

Staff is requesting Council approve a contract with IMEG for engineering services to rebuild or reconstruct the elevators at the Clark House. The elevators at the Clark House were installed as part of construction in 1977 with no substantial modernization performed since that time. Recently, the elevators have been failing more frequently, resulting in entrapments and slower service. In October, the motor to the small elevator failed and, because a replacement could not be found, had to be rebuilt and the elevator was off-line for 12 weeks.

Staff previously solicited estimates for modernization which ranged from \$350,000 to \$750,000, and began working with HUD to identify funding options for the project. Before applying for any of the options, we must have a preliminary cost estimate based on engineering. Approval of this contract will allow staff to start the process of modernization. The \$48,000 engineering fee will be paid by the public housing capital fund grant.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action on the general fund.

ATTACHMENTS

1. Clark House Elevator Engineering



March 6, 2023

Jodi Royal-Goodwin
Community Development Director
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

RE: Proposal for Architectural and Engineering Services
Clark House Elevator Revisions
Muscatine, Iowa

Dear Jodi:

Thank you for the opportunity to submit a Proposal for architectural, mechanical and electrical engineering services for the Clark House Elevator Rebuild or Reconstruction.

We understand the scope of work is as follows: Renovate one elevator at a time to maintain access; replace elevator controls with digital control system; replace elevator motors; replace hallway call buttons, lanterns and signage; replace interior car controls; replace interior car finishes; elevator pit upgrades; elevator penthouse electrical upgrades; elevator penthouse air conditioning. We will work with the elevator contractor to determine the condition and need to replace the hoist cables, hoist cable sheaves and hoist way entrance doors and frames.

DESIGN PHASE SERVICES

1. Design of services including:
 - a. Review all existing documents including prior repairs of the elevator system.
 - b. Prepare plans, details, and specifications for the elevator repairs or replacement.
 - c. Meet with client to present our findings/plan at 30% and 60% complete.
 - d. Respond to RFI.
2. Prepare applicable specifications.
3. Prepare contract documents that are suitable for pricing and construction purposes.
4. Prepare an opinion of probable construction cost for civil systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty,

express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

5. Assist with the jurisdictional approvals for the elevator rebuild.
6. Coordinate with elevator supplier.
7. Project design meetings:
 - a. Participate in approximately biweekly project conference calls / web conferences as required.
 - b. Attend approximately 3 design coordination meetings in person locally.

BIDDING PHASE SERVICES

1. Attend Prebid meeting, if necessary.
2. Respond to contractor questions.
3. Prepare addenda information as required.
4. Assist with bid evaluation and recommend award to successful contractor.

ASSUMPTIONS

1. Drawings of the existing project area and underground utilities, which accurately represent the existing conditions, will be provided to IMEG.
2. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
3. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
4. The Owner will distribute bidding documents and prepare and administer the contract for construction.



COMPENSATION

We are estimating the proposed replacement of the elevator components or elevator rebuild to be in the range of \$ 300,000 - \$350,000 for construction. Our compensation below is based upon this construction estimate.

We are estimating the architectural fees for the project to be in the 8% - 10% of the cost of construction and the MEP fees to be in the 5% ranges. We are estimating the following fixed fees.

Architectural - \$31,000

MEP - \$ 17,000

We propose to provide the services described above for a fixed fee of \$48,000.00.

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.0 multiplier of actual cost:

1. Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone (e.g., reports; studies; SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings) when not provided to IMEG by the Architect.
2. Reproduction and distribution costs associated with issuing contract documents.
3. CAD plots of drawings in any media other than paper or electronic files.
4. Payment of plan review fees, permit fees, or other imposed governmental agency fees.
5. Necessary consultants as approved by Client.
6. Expenses for safety training, background checks, and drug testing to access the site.
7. Postage and delivery charges.
8. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Structural engineering design of any kind.
3. Survey services related to design (e.g., boundary, topographic, etc.).



4. Geotechnical services.
5. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
6. Assistance with grants and other related funding applications.
7. Construction phase services.
8. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
9. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

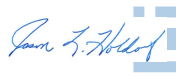
GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

 Digitally signed by
Jason L. Holdorf
Date: 2023.03.07
19:40:05-06'00'

Jason L. Holdorf, P.E.
Principal / Client Executive
Jason.l.holdorf@imegcorp.com

JH/mlj

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CITY OF MUSCATINE

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: The Engineer shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to the Engineer in furtherance of its services, the Client is responsible for advising Engineer's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: The Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. The Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing the Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify the Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to the Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with the Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of the Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: The Engineer shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor the Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or the Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by the Engineer.



The Engineer shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of the Engineer's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of this project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by the Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or the Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, The Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of the Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to the Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and the Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of the Engineer's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: The Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the Engineer, other than for professional errors, omissions or negligence, will be limited to the Engineer's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, the Engineer does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the Engineer of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the Engineer will notify the Client and, as appropriate, government officials of such conditions. the Engineer may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The Engineer shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. The Engineer shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the Engineer and to defend, indemnify and hold the Engineer harmless for any claim or liability for injury or loss arising from the Engineer or other persons encountering utilities or other manmade objects that were not brought to the Engineer's attention or which were not properly located on the plans furnished to the Engineer. Client further agrees to compensate the Engineer for any and all time, costs and expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. The Engineer will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by the Engineer for future resolution. If you choose resolution, the Engineer will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or the Engineer shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, the Engineer promptly shall notify Client. Once the Force Majeure event ceases, the Engineer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by the Engineer and Client.

Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action



by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.

4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.

5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)

a. The Engineer agrees to report at least annually, as required by the Secretary of Labor, on:

- 1) The total number of employees in the workforce of the Engineer, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
- 2) The total number of new employees hired by the Engineer during the period covered by the report, and of such employees, the number who are protected veterans; and
- 3) The maximum number and minimum number of employees of the Engineer at each hiring location during the period covered by the report.
- 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.

b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."

c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which the Engineer held a covered contract or subcontract.

d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that the Engineer selects for the current employment report required by paragraph (a)(1) of this clause. The Engineer may select an ending date:

- 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
- 2) As of December 31, if the Engineer has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).

e. The number of veterans reported according to paragraph (a) above must be based on data known to the Engineer when completing their VETS-4212 Reports. The Engineer's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by the Engineer. Nothing in this paragraph (e) relieves the Engineer from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20





2023 STANDARD HOURLY RATES
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	\$260
Client Executive / Market Director	\$245
Project Executive	\$205
Senior Project Manager II	\$200
Senior Project Manager I	\$180
Senior Engineer Technical Specialist	\$200
Senior (Engineer / Landscape Architect / Land Planner) III	\$190
Senior (Engineer / Landscape Architect / Land Planner) II	\$170
Senior (Engineer / Landscape Architect / Land Planner) I	\$160
Project (Engineer / Landscape Architect / Land Planner) II	\$150
Project (Engineer / Landscape Architect/ Land Planner) I	\$140
Graduate Engineer - Designer IV	\$130
Graduate Engineer - Designer III	\$115
Senior Technical Specialist	\$165
Senior (Designer / Surveyor) III	\$155
Senior (Designer / Surveyor / Technician) II	\$145
Senior (Designer / Surveyor) / Technician) I	\$130
Crew Chief II / Coordinator II	\$120
Crew Chief I / Coordinator I	\$115
Designer IV / Technician IV	\$110
Designer III / Technician III	\$100
Designer II / Technician II	\$95
Designer I / Technician I / Intern	\$90
GIS System Architect	\$130
GIS Analyst	\$100
Senior Virtual Design Coordinator	\$130
Virtual Design Coordinator	\$115
Senior Virtual Design Technician	\$105
Virtual Design Technician	\$90
Project Administrator	\$125
Administrative Assistant / Construction Administrative Assistant	\$80

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.



City of Muscatine

ITEM NUMBER 2023-0118

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a Contract in the amount of \$10,500 with IMEG for Engineering Services to Upgrade the Site Lighting at Sunset Park Apartments

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with IMEG for engineering services related to the Sunset Park site lighting. The fee for these services will be \$10,500 and paid for by the public housing capital fund grant.

STAFF RECOMMENDATION

Staff recommends Council approve the contract.

BACKGROUND/DISCUSSION

Staff is requesting Council approve a contract with IMEG for engineering services to upgrade the site lighting at Sunset Park Apartments. Due to the age and manner of construction of the lights at Sunset Park, there have been repeated failures of sections of the site lighting. Repairs were routinely made only to have additional problems shortly thereafter, sometimes just days. Due to the requirement for an independent cost estimate for capital projects, staff were unable to proceed with the repairs and have been using temporary solar lights to meet minimum needs for about 18 months.

This contract with IMEG will complete the necessary design and cost estimate to allow the housing agency to proceed with upgrading the system wiring and replacing the light heads with LED fixtures. The fee for these services is \$10,500 and will be paid out of the public housing capital fund grant.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action on the general fund.

ATTACHMENTS

1. Sunset Park Lighting Engineering



March 2, 2023

Jodi Royal-Goodwin
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

RE: Proposal for Engineering Services
Muscatine Public Housing - Sunset Park Site Lighting
Muscatine, Iowa

Dear Jodi:

Thank you for the opportunity to submit a Proposal for electrical engineering services for the site lighting project at Sunset Park Public Housing in Muscatine, Iowa. The site lighting is currently not functional and the wiring requires replacement. In addition, existing lighting heads will be replaced with new LED fixtures on existing poles.

DESIGN PHASE SERVICES

1. Civil services including:
 - a. Drone flight of facility to create base plan.
2. Design of electrical systems including:
 - a. Power distribution and grounding to replace site lighting circuits.
 - b. New LED lighting fixtures on existing poles.
3. Prepare applicable electrical specifications.
4. Prepare an opinion of probable construction cost for electrical systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.
5. Prepare contract documents that are suitable for pricing and construction purposes.
6. Project design meetings:
 - a. Participate in virtual meetings as required.
 - b. Attend approximately two design coordination meetings in Muscatine, Iowa.

BIDDING PHASE SERVICES

1. Attend prebid meeting.
2. Respond to contractor questions.

3. Prepare addenda information as required.
4. Assist with bid evaluation and recommend award to successful contractor.

CONSTRUCTION PHASE SERVICES

1. Attend preconstruction meeting.
2. Contract administration related to IMEG scope of work including:
 - a. Answer contractor questions and Requests for Information (RFIs).
 - b. Prepare technical portions of Requests for Proposal (RFPs) for issue by others.
 - c. Review contractor responses to RFPs and recommend change orders.
 - d. Review portions of monthly applications and recommend full or partial payment.
3. Review shop drawing submittals for items requested in the contract documents.
4. Conduct one job site observation during construction, plus one final job site observation at the end of the construction period.
5. Owner/Architect/Contractor (OAC) meetings:
 - a. Attend approximately three OAC meetings, as required, at the project site.

ASSUMPTIONS

1. The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document G202. A Revit® model including architectural and structural components or AutoCAD® files suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of Revit® model or AutoCAD® backgrounds will be considered additional services.
2. The Revit® model is only inclusive of those systems and trades designed by IMEG. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.
3. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
4. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
5. Existing base building systems are code compliant and have adequate capacity to support the project requirements. The design for base building system modifications, replacements or new installations to support the project will be considered an additional service.
6. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.



COMPENSATION

We propose to provide the services described above for a fixed fee of \$10,500.

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Postage and delivery charges.
2. Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, and other out of pocket expenses.
3. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
4. Payment of plan review fees or other imposed governmental agency fees.
5. State filing and/or permit fees.
6. Necessary consultants as approved by Client.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Structural, mechanical, and technology (including grounding and bonding) design.
3. Life cycle cost analysis.
4. ASHRAE 90.1 Energy Standards confirmation or building modeling.
5. LEED, WELL, or building certification criteria evaluation, energy modeling, calculation, justification, and documentation.
6. Assistance with grants and other related funding applications.
7. Revising IMEG design documents as a result of equipment lead times or supply chain delays.
8. Revising equipment layout and connections, and floor plan modifications, after IMEG's construction drawings and specifications are complete.
9. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
10. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
11. Systems commissioning and special inspections.
12. Performing a confirmation site observation after the final job site observation (punch list) has been completed.
13. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.



GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via email to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

 Digitally signed by
Matthew D. Snyder,
PE, LEED AP
Date: 2023.03.02
14:55:07-06'00'

Matthew D. Snyder, PE, LEED AP
Associate Principal / Project Executive
Matthew.D.Snyder@IMEGcorp.com

MDS/lah

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CITY OF MUSCATINE

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: The Engineer shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to the Engineer in furtherance of its services, the Client is responsible for advising Engineer's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: The Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. The Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing the Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify the Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to the Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with the Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of the Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: The Engineer shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor the Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or the Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by the Engineer. The Engineer shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions,



if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of the Engineer's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by the Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or the Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, The Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of the Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to the Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and the Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of the Engineer's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: The Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the Engineer, other than for professional errors, omissions or negligence, will be limited to the Engineer's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, the Engineer does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the Engineer of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the Engineer will notify the Client and, as appropriate, government officials of such conditions. The Engineer may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The Engineer shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. The Engineer shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the Engineer and to defend, indemnify and hold the Engineer harmless for any claim or liability for injury or loss arising from the Engineer or other persons encountering utilities or other manmade objects that were not brought to the Engineer's attention or which were not properly located on the plans furnished to the Engineer. Client further agrees to compensate the Engineer for any and all time, costs and expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. The Engineer will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by the Engineer for future resolution. If you choose resolution, the Engineer will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or the Engineer shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, the Engineer promptly shall notify Client. Once the Force Majeure event ceases, the Engineer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by the Engineer and Client.

Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.



5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)

- a. The Engineer agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of the Engineer, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
 - 2) The total number of new employees hired by the Engineer during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of the Engineer at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
- c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which the Engineer held a covered contract or subcontract.
- d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that the Engineer selects for the current employment report required by paragraph (a)(1) of this clause. The Engineer may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if the Engineer has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
- e. The number of veterans reported according to paragraph (a) above must be based on data known to the Engineer when completing their VETS-4212 Reports. The Engineer's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by the Engineer. Nothing in this paragraph (e) relieves the Engineer from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20





City of Muscatine

ITEM NUMBER 2023-0119

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a Contract in the amount of \$32,500 with IMEG for Engineering Services to Repair the Clark House Parking Deck

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with IMEG for engineering services related to repairing the parking deck at Clark House. The fee for these services will be \$32,500 and paid for by the public housing capital fund grant.

STAFF RECOMMENDATION

Staff recommends Council approve the contract.

BACKGROUND/DISCUSSION

Staff is requesting Council approve a contract with IMEG for engineering services to repair the parking deck at the Clark House. Cracks in the parking deck have allowed for water infiltration under the structure. Staff will work with the engineer to identify the location of the water infiltration and the appropriate repair. The fee for these services is \$32,500 and will be paid out of the public housing capital fund grant.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action on the general fund.

ATTACHMENTS

1. Clark House Parking Deck Engineering



March 2, 2023

(Revised May 28, 2021)

Jodi Royal-Goodwin
Community Development Director
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

RE: Proposal for Engineering Services
Clark House Parking Deck Repair
Muscatine, Iowa

Dear Jodi:

Thank you for the opportunity to submit a Proposal for civil and structural engineering services for the Clark House Parking Deck repair.

We understand the scope of work is as follows:

DESIGN PHASE SERVICES

1. Design of civil and structural services including:
 - a. Review all existing documents including prior repairs on the deck.
 - b. Perform deck soundings to determine the extent of damage, including delamination and or deterioration.
 - c. Prepare plans, details, and specifications for the deck repairs and/or replacement.
 - d. Meet with client to present our findings/plan at 30% and 60% complete.
 - e. Respond to RFI.
2. Prepare applicable civil specifications.
3. Prepare contract documents that are suitable for pricing and construction purposes.
4. Prepare an opinion of probable construction cost for civil systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

5. Project design meetings:
 - a. Participate in approximately biweekly project conference calls / web conferences as required.
 - b. Attend approximately 3 design coordination meetings in person locally.

BIDDING PHASE SERVICES

1. Attend Prebid meeting, if necessary.
2. Respond to contractor questions.
3. Prepare addenda information as required.
4. Assist with bid evaluation and recommend award to successful contractor.

ASSUMPTIONS

1. Drawings of the existing project area and underground utilities, which accurately represent the existing conditions, will be provided to IMEG.
2. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
3. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
4. The Owner will distribute bidding documents and prepare and administer the contract for construction.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$32,500.00.

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.0 multiplier of actual cost:

1. Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone (e.g., reports; studies; SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings) when not provided to IMEG by the Architect.



2. Reproduction and distribution costs associated with issuing contract documents.
3. CAD plots of drawings in any media other than paper or electronic files.
4. Payment of plan review fees, permit fees, or other imposed governmental agency fees.
5. Necessary consultants as approved by Client.
6. Expenses for safety training, background checks, and drug testing to access the site.
7. Postage and delivery charges.
8. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Mechanical, electrical, or technology design of any kind.
3. Survey services related to design (e.g., boundary, topographic, etc.).
4. Geotechnical services.
5. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
6. Assistance with grants and other related funding applications.
7. Construction phase services.
8. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
9. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.



Sincerely,

IMEG CORP.



Digitally signed by
Jason L. Holdorf
Date: 2023.03.05
17:24:12-06'00'

Jason L. Holdorf, P.E.
Principal / Client Executive
Jason.l.holdorf@imegcorp.com

JH/mlj

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CITY OF MUSCATINE

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: The Engineer shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to the Engineer in furtherance of its services, the Client is responsible for advising Engineer's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: The Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. The Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing the Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify the Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to the Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with the Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of the Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: The Engineer shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor the Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or the Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by the Engineer.



The Engineer shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of the Engineer's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of this project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by the Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or the Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, The Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of the Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to the Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and the Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of the Engineer's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: The Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the Engineer, other than for professional errors, omissions or negligence, will be limited to the Engineer's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, the Engineer does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the Engineer of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the Engineer will notify the Client and, as appropriate, government officials of such conditions. the Engineer may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The Engineer shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. The Engineer shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the Engineer and to defend, indemnify and hold the Engineer harmless for any claim or liability for injury or loss arising from the Engineer or other persons encountering utilities or other manmade objects that were not brought to the Engineer's attention or which were not properly located on the plans furnished to the Engineer. Client further agrees to compensate the Engineer for any and all time, costs and expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. The Engineer will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by the Engineer for future resolution. If you choose resolution, the Engineer will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or the Engineer shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, the Engineer promptly shall notify Client. Once the Force Majeure event ceases, the Engineer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by the Engineer and Client.

Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action



by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.

4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.

5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)

- a. The Engineer agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of the Engineer, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
 - 2) The total number of new employees hired by the Engineer during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of the Engineer at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
- c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which the Engineer held a covered contract or subcontract.
- d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that the Engineer selects for the current employment report required by paragraph (a)(1) of this clause. The Engineer may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if the Engineer has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
- e. The number of veterans reported according to paragraph (a) above must be based on data known to the Engineer when completing their VETS-4212 Reports. The Engineer's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by the Engineer. Nothing in this paragraph (e) relieves the Engineer from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20





2023 STANDARD HOURLY RATES
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	\$260
Client Executive / Market Director	\$245
Project Executive	\$205
Senior Project Manager II	\$200
Senior Project Manager I	\$180
Senior Engineer Technical Specialist	\$200
Senior (Engineer / Landscape Architect / Land Planner) III	\$190
Senior (Engineer / Landscape Architect / Land Planner) II	\$170
Senior (Engineer / Landscape Architect / Land Planner) I	\$160
Project (Engineer / Landscape Architect / Land Planner) II	\$150
Project (Engineer / Landscape Architect/ Land Planner) I	\$140
Graduate Engineer - Designer IV	\$130
Graduate Engineer - Designer III	\$115
Senior Technical Specialist	\$165
Senior (Designer / Surveyor) III	\$155
Senior (Designer / Surveyor / Technician) II	\$145
Senior (Designer / Surveyor) / Technician) I	\$130
Crew Chief II / Coordinator II	\$120
Crew Chief I / Coordinator I	\$115
Designer IV / Technician IV	\$110
Designer III / Technician III	\$100
Designer II / Technician II	\$95
Designer I / Technician I / Intern	\$90
GIS System Architect	\$130
GIS Analyst	\$100
Senior Virtual Design Coordinator	\$130
Virtual Design Coordinator	\$115
Senior Virtual Design Technician	\$105
Virtual Design Technician	\$90
Project Administrator	\$125
Administrative Assistant / Construction Administrative Assistant	\$80

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.



City of Muscatine

ITEM NUMBER 2023-0121

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Approve Modification of the City Sidewalk Policy to Allow Courtesy Sidewalks

EXECUTIVE SUMMARY

Presented for Council's consideration is a request to modify the city sidewalk policy to allow courtesy sidewalks.

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

During the January 12, 2023 In-depth City Council meeting, Public Works staff presented the city's current policy and enforcement plan for courtesy sidewalks. At that meeting, directions were received from the council to investigate the current policy and determine if there were ways to allow residents to keep or install courtesy sidewalks. Since that time, staff have consulted with the city attorneys, other communities and the SUDAS design board to get their interpretation of the ADA requirements that were considered when drafting the initial policy.

At this time, it appears that the city has the ability to allow courtesy sidewalks as long as they do not lead to an established crosswalk or do not consist as part of a transit stop. With this information, staff have modified the city sidewalk policy to reflect this opinion and will allow courtesy sidewalks to be replaced if they are removed as part of a project or constructed, as long as a permit is received and an inspection is performed by city staff.

CITY FINANCIAL IMPACT

There will be a slight financial impact if the city is to go back and install courtesy walks where they were not replaced as part of the West Hill Sewer Separation Project Phase 4 and 5. At this time, we estimate that the cost will be less than \$20,000.

ATTACHMENTS

1. Proposed Revised Muscatine Sidewalk Policy
2. Current Muscatine Sidewalk Policy

Muscatine Sidewalk Policy
Updated March 9, 2023

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Introduction

A critical step towards improving the health and quality of life of the Muscatine community is to increase access to safe sidewalks for citizens to use for recreational purposes, or to walk or bike to their destinations. Of particular importance is providing the means for children to walk or bike to school more frequently. The City of Muscatine recognized the importance of this goal in its recently adopted Comprehensive Plan in the following statement:

“Members of the community should have the opportunity to travel safely to their destination by foot, bike, or by other non-motorized means. Children should be able walk or bike to their school safely. To achieve this goal critical routes for non-motorized travel, linking schools, parks, bus stops, most major employment and shopping centers, and are located within 400 feet of most residences in Muscatine will be identified. These routes will be made safe and attractive for travel by foot, bike, wheelchair, and all other forms of legal non-motorized travel.”

Purpose

The purpose of this document is to establish policy and guidelines for the inspection, replacement, and installation of sidewalks. In implementing the policy the City will: ensure that sidewalk construction conforms to the provisions of the Comprehensive Plan, ensure compliance with Federal ADA standards, and promote safe, walkable, and sustainable neighborhoods. This policy formalizes operational procedures and inspection documentation to maximize the effectiveness of City sidewalks and maximize public safety while maintaining fiscal responsibility. The City recognizes that it is not possible to maintain all sidewalks in perfect condition. The City also recognizes that certain user groups, primarily seniors and individuals with disabilities, are more sensitive to sidewalk problems than other users. An effective public education and feedback program is also important.

Definitions

ADA: Americans with Disabilities Act - accessibility guidelines.

Sidewalk: Any improved portion of the public right-of-way lying between the edge of the improved roadway and adjacent property line intended for the use of pedestrians.

City: Shall mean the City of Muscatine, Iowa.

Courtesy Walk: A private sidewalk which connects to the public sidewalk and leads to the street, but does not lead to a crosswalk or function as part of an approved transit stop.

Right-of-way: A general term denoting land, property or interest therein acquired for or devoted to a highway, street, alley, or easement.

Department: The community, section, or agency that operates the sidewalk improvement program.

Public Property: Shall mean the dedicated right-of-way which includes public highways, streets, alleys and easements.

Private Property: Shall mean any property not belonging to the City.

Street: A public thoroughfare in the City that is designed for public travel and transportation.

Driveway: An area of private property outside the sidewalk for the purpose of parking vehicles or access to remaining property or structures.

Driveway Approach: An area within the right-of-way located between the sidewalk and the edge of the improved roadway for the purpose of vehicular access to the driveway.

Owner: Shall mean the individuals holding title to the property.

Inspector: Shall mean any representative of the City designated to perform the inspections.

Responsibilities of the Adjoining Property Owner

Damaged Sidewalks Requiring Replacement:

It shall be the duty of every owner of a lot or piece of ground fronting on any street to keep and maintain in repair any sidewalks, whether permanent or temporary, which are, or shall be, laid along such street in front of such lot or piece of ground. Without limiting the generality of the foregoing, when one or more of the following conditions exists, sidewalks shall be replaced or repaired as indicated:

- A. If more than forty percent (40%) of the surface of any square section of the sidewalk has spalled out leaving a rough, uneven surface, that square section shall be replaced.
- B. If any square section has cracked into sections less than one square foot in area, that square section shall be replaced.
- C. If sections have settled or heaved to the extent that the resulting displacement at cracks and joints exceeds three-quarters inch (3/4") and/or creates a hazardous condition, such section or sections shall be replaced to eliminate such displacement or condition.
- D. If sidewalks have settled and adjacent soil has built up higher than the sidewalk or drainage is otherwise impeded to the extent that water accumulates on the sidewalk to a depth exceeding one-half inch (1/2") over an area of two (2) square feet or more, that section of sidewalk shall be replaced or the drainage otherwise improved to eliminate such accumulation of water.

Courtesy Walks:

Although they are often located in the city right of way, courtesy walks are considered private property because they solely serve private buildings and do not connect the main walking surface of the sidewalk to another public walking surface. Courtesy sidewalks are allowed to be constructed and may be replaced if they are removed during a construction project. Installation or replacement of courtesy walks shall require the same permits and inspections as standard sidewalk constructed within the right of way.

Snow and Ice:

The occupant(s) of each and every building, dwelling, structure, or the owner of any unoccupied lot fronting upon any street or sidewalk, shall clear the entire public sidewalk in front of such building, dwelling, structure, or unoccupied lot, as the case may be, of all snow or ice within twenty-four (24) hours of termination of snowfall, and cause the same to be kept clear of snow and/or ice. If such ice is smooth and hard and not easily removed, such ice shall be covered with ashes, salt, sawdust, or other non-slippery substance sufficient enough to make the public sidewalk a safe passageway.

Whenever any snow or ice shall be allowed to remain upon any public sidewalk, permanent or temporary, within the City of Muscatine for more than a twenty-four (24) hour period of time, the City will attempt to notify the adjoining property owner of the violation as outlined in the City Code. If this attempt is unsuccessful or the owner fails to comply with the order of the City, the City shall cause the public sidewalk to be cleared, or made safe for passage by either private contract or City employees and equipment. The City will include the costs of treating the public sidewalk in an itemized statement, and if allowed by Council, shall by resolution assess the cost as a special assessment against the property, as outlined in the City Code.

Obstructions:

If a sidewalk has been heaved up by a tree's root, and it is judged that removing the root(s) could cause the tree to die or fall, it is recommended the tree, as well as the root, be removed. This is the responsibility of the adjoining property owner, but there is a possibility of getting financial assistance from the City's Parks and Recreation Department if the tree is listed as an eligible species. The program is administered by the Weed Park Maintenance office, and the section of City Code on tree planting policy is outlined in the Appendix for reference. Any places where defective sidewalks have been removed, the property owner must provide lighted barricades to warn pedestrians during the night until the job is finished. For those who cannot provide such equipment, the Public Works Department will rent the proper equipment for a daily fee plus deposit. This service is administered by the Public Works Department.

Specifications for New Sidewalks and Replacement of Damaged Sidewalks:

In reference to construction standards, both Muscatine's City Code and their internal document on sidewalk repair provides explicit specifications on both the construction of new sidewalks and the replacement of damaged sidewalks. Regarding sidewalk design, the Iowa Statewide Urban Design and Specifications (SUDAS) Manual contains a thorough overview of design standards for both sidewalks and ADA compliant curb ramps at sidewalk intersections. Both are available online and/or in the Public Works Department. The standard must be followed for all new and replaced sidewalks.

Existing Sidewalk Network and Curb Ramps

The Muscatine Area Geographic Information Consortium (MAGIC), <http://magic-gis.com/magic/>, provides online access to the location of the existing sidewalk network and existing curb ramps that are in the City of Muscatine. Curb ramps are critical to providing access between the sidewalk and the street for people who have disabilities. Whenever new sidewalk construction or extensive sidewalk repair occurs on a section of a street that includes its curb ramps, then those curb ramps will be upgraded to be ADA compliant. Also, whenever street resurfacing or reconstruction occurs adjacent to an uncompliant ramp, the curb ramp shall be made compliant, if possible. If it is not possible, an alternative access point will be established. The City will complete a certain percentage of new ADA ramps every year depending on city funding available.

New Sidewalk Construction

The City of Muscatine defines the requirement for new sidewalks in the following four ways.²

- A. New property developments, such as subdivisions, are covered under Planning and Zoning requirements. As a new house is constructed, a sidewalk is installed by the developer after heavy equipment finishes deliveries and prior to issuance of an Occupancy Permit.
- B. The City shall approach every transportation improvement project as an opportunity to improve or construct needed sidewalks within the project corridor. Sidewalk improvements and construction will be made into an integral part of the larger transportation improvement project.
- C. The City annually allocates a portion of its Road Use Tax Funds from the State of Iowa for the construction of new sidewalks. The new sidewalks using these funds will be of highest priority using the criteria set forth in this policy. The cost of sidewalk construction must fit within a given years allocation.
- D. The City Council may order installation of sidewalks. A policy was established by the City Council in 1981 which included an order of priority along with factors to take into consideration when developing priorities.

Criteria for the Prioritization of Sidewalk Construction Projects

The City's goal is for all members of the community to have the opportunity to travel safely to their destination by foot, bike, or by other non-motorized means. Improvements to the City's sidewalk network will be one of the primary means of achieving this goal. However, with budgetary and physical constraints, this goal will take a significant amount of time to fully achieve. Therefore, the City will prioritize sidewalk improvements in a manner that provides the greatest short and medium term benefits. The Comprehensive Plan recognized the need to prioritize sidewalk improvements by establishing an initial target of creating a sidewalk network that allows all children to walk to school safely. The Comprehensive Plan further directs that initial work will be established on improving the sidewalk focus on safe routes for non-motorized travel that radiate out from schools to the residential areas that they serve. Then these school-centered networks of safe routes for non-motorized travel will be linked together to form a community-wide network of routes for non-motorized travel. Further criteria which will be used in establishing priority of projects to address gaps in sidewalk network are as follows:

- Existing level of non-motorized traffic
- Continuity with existing sidewalks
- Presence or absence of viable alternate routes for non-motorized traffic
- Proximity to shopping areas, parks, recreation areas or schools

Funding Approach

Funding for an annual sidewalk inspection and construction process will be on a regular and predictable basis, with total sidewalk replacement required only if non-compliant with City Code. Total sidewalk replacement will be completed at the adjoining owner's expense.

A general outline of sidewalk construction projects and cost responsibilities is provided below:

Sidewalk Construction Project	Project Cost and Party Responsible
Repairing Defective Sidewalks	The City will remove defective sidewalks (per the City Code) upon request, and the homeowner is responsible for the replacement and new installation at their own cost.
Construction of New ADA Ramps	The City will complete a certain percentage of new ADA ramps per year, depending on the funding that is available.
Major New Sidewalk Projects	Major new projects are completed at the City's expense, however adjacent property owner will then assume maintenance responsibility going forward.
Addressing Gaps in the Sidewalk Network	The City will complete existing sidewalk gaps based on priority and funding availability annually.
New Subdivision Construction	Sidewalks for new property developments, such as subdivisions, are installed by the developer at their own cost.

Regular Sidewalk Inspection

It is important that the city conducts regular sidewalk inspection to continually assess the condition of existing sidewalks, and pinpoint where sidewalks are damaged to the point of noncompliance to City Code. An inventory of current sidewalk conditions will be established in tandem with the sidewalk inspections that are conducted.

Relatedly, it should be noted that any time an existing sidewalk faces alteration beyond regular maintenance, then its curb ramps must also be upgraded to be ADA compliant.

Purpose:

Currently, the City of Muscatine only conducts sidewalk inspections as a reaction to complaints received about specific locations in dire need of enforcement actions. By conducting regular sidewalk inspection, the identification and maintenance of noncompliant, unsafe, and ineffective sidewalk sections will remain proactive and action-oriented.

Inspection and Inventory:

The Public Works Department will divide the City into separate sections, and will inspect an entire section within one year's time. The Department will then rotate their inspection to another section in the following year, and so on, ensuring a systematic approach wherein every portion of the city is inspected at least once every ten years. An inventory of all sidewalks will be maintained by the Department of Public Works, which will include a history of inspections and conditions information.

Public Concerns:

Citizen concerns related to sidewalks or curbs will be documented by the City of Muscatine and directed to either the Director of Public Works or the City Engineer. All concerns will be investigated in a timely manner considering manpower and workload.

Priority:

- **Priority 1:** Locations that are damaged are an immediate serious safety concern, and are considered to be non-compliant with the City Code and shall be replaced by the adjacent owner at their own expense.
- **Priority 2:** Locations that have a condition of Poor or Average or where the inspector determines that the problem is not an immediate safety concern, and may benefit from particular repair methods.
- **Priority 3:** Locations that have a condition of Fair or New or where the inspector determines that the problem is not a safety concern, and may or may not benefit from particular repair methods.

Priority Actions:

- If a Priority 1 hazard is identified during an inspection, the hazard will be marked and the City Engineer, or his/her designee, will notify the owner in accordance with existing codes to require replacement.
- If a Priority 2 hazard is identified during an inspection, the hazard will be marked and the City Engineer, or his/her designee, will receive a report of the hazard once scheduled inspections are complete, which may be directed to the owner if they may benefit from a particular repair method.
- If a Priority 3 hazard is identified during an inspection, a report of the hazard will be submitted to the City Engineer, or his/her designee, once scheduled inspections are complete, which may be directed to the owner if they may benefit from a particular repair method.

Replacement and Repairs:

- Priority 1 problems, as confirmed by the City Engineer, or his/her designee, will be replaced by the owners in accordance with existing codes that require replacement.
- Priority 2 problems, as confirmed by the City Engineer, or his/her designee, will be repaired as soon as practical for the owner (or City, if public property). These properties are still compliant with City Code, but may benefit from sidewalk repair best practices.
- Priority 3 problems, as confirmed by the City Engineer, or his/her designee, may be delayed for several years, depending on the severity of the damage.

Figure 1: Sidewalk Surface Deficiencies



- **Displacement or heaving:** when the edges of sidewalk squares are vertically offset. This can be caused by frost, tree roots and other factors. It should be noted that the Muscatine City Code has regulations on tree planting in public ways, including a right-of-way approved tree planting list.
- **Cracks** occur in sidewalk squares and can be a tripping hazard. Minor cracks may not be a problem but when they begin letting water in and grass grow up through them, they can grow into a tripping hazard.
- **Spalling** occurs when extreme temperatures, salt and other de-icing chemicals weaken the surface of concrete, masonry, or brick, causing it to chip, pit, and scar. Spalling can be recognized by distinct deformity on the surface, with chips, craters and broken pieces.
- **Obstructions** such as bushes, grass, flowers, fences or low-hanging tree limbs can interfere with accessibility for people walking or using wheeled transportation. Anything that penetrates into the sidewalk space or is within a minimum height limit of 8 feet is considered an obstruction. According to ADA requirements, sidewalks must be constructed to allow the minimum width requirement of 36 inches between the edge of an obstruction and the edge of the sidewalk. In some cases, if a sidewalk cannot be constructed to comply with this guideline, the obstruction may need to be removed or relocated.

Sidewalk Repair Best Practices:

1. Crack filling

Crack filling is done primarily to seal concrete cracks to prevent moisture from penetrating the base, causing additional crack widening and uneven settlement. Crack filling is appropriate for longitudinal cracks where separation is less than 12mm (½”) and differential settlement has not occurred. Cracks are routed or sand blasted, and then filled with a sealant. Crack filling is usually done on an area basis as crews and budget are available.

2. Mud jacking

Mud jacking is used to correct differential settlement between concrete panels. It is appropriate where individual panels are in relatively good condition but have settled adjacent to one another.

3. Concrete Planing

Concrete planing is a recently perfected technology which is used to plane up to 20mm (¾”) of concrete to flatten out trip edges. Planing is done on a contract basis, paid by the meter of “Trip Edge” removed, and done on a location-by-location basis.

4. Replacement

Sidewalk replacement is appropriate if severe damage has occurred to the sidewalk which cannot be corrected by one of the methods described above. Replacement is most cost effective when done on an area basis, but replacement at individual locations is sometimes necessary.

Interpretation:

The City of Muscatine acknowledges that all sidewalks cannot be maintained in perfect condition due to fiscal and practical constraints. The timing and scope of sidewalk and curb rehabilitation will be planned at the discretion of the City Engineer, within the scope of the current operating budget, to balance sidewalk safety and appearance with other Public Works priorities. The aim of this policy is to maintain the City of Muscatine’s sidewalks and curbs in as safe a condition as practical, in balance with fiscal reality and other priorities. The Iowa SUDAS guidelines shall be the current direction for design and specifications when constructions or repairs are done.

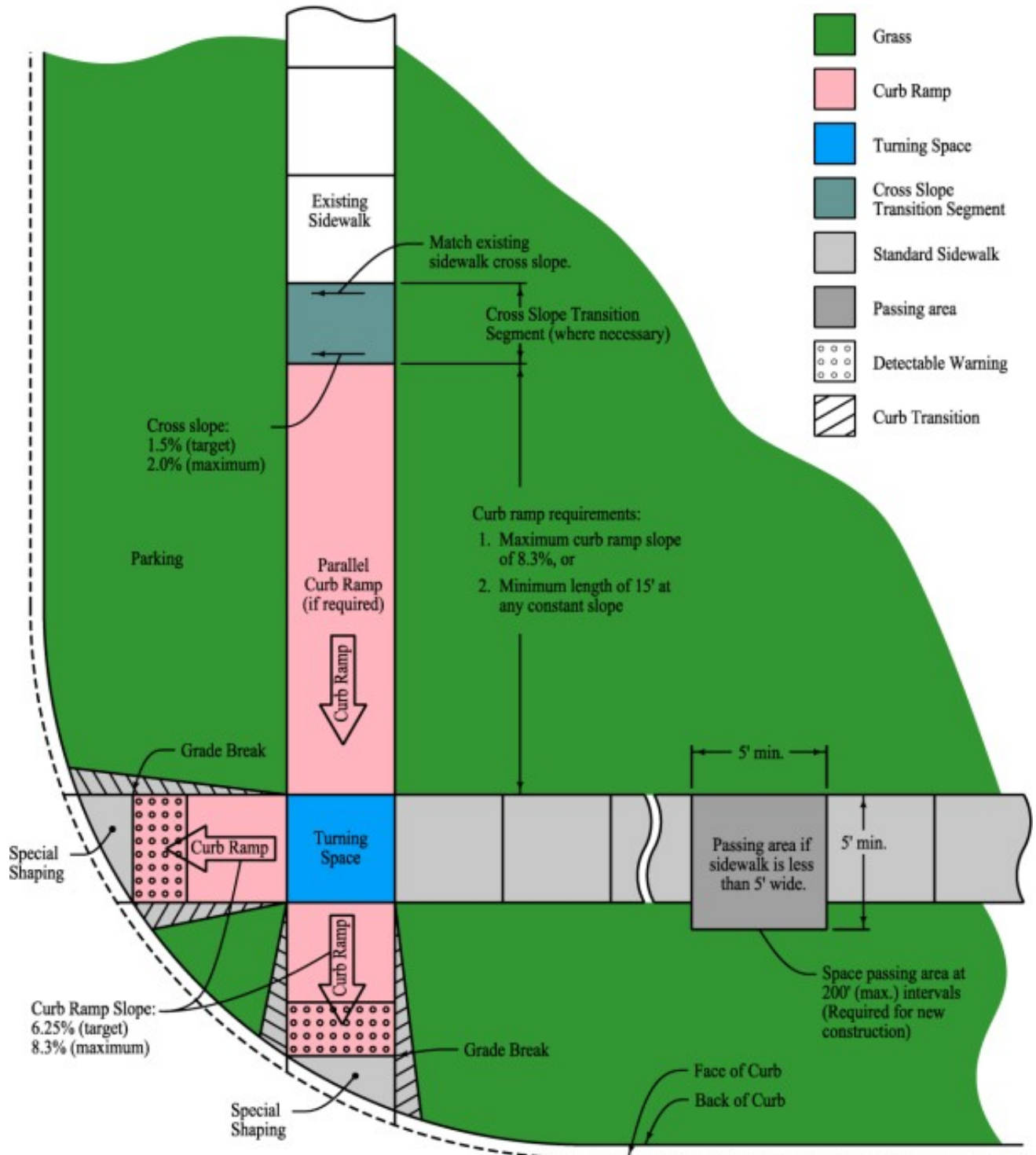
Appendix A: Iowa Statewide Urban Design and Specifications (SUDAS)

The following guidelines are copied from Iowa Statewide Urban Design and Specifications (SUDAS). The language for both General Sidewalk Requirements and Accessible Sidewalk Requirements originates from Chapter 12 of the SUDAS Design Manual, whereas the more technical schematics and specifications for handling stems from Section 7030 of the SUDAS Specifications Manual. Both the Design and Specifications Manual can be found in its entirety online at <http://www.iowasudas.org/>.

General Sidewalk Requirements

Sidewalks are an integral component of the transportation system. They provide a designated area, separated from the roadway, for pedestrians to use for both travel and recreation. Along roadways where pedestrians are present or anticipated, consideration should be given to constructing sidewalks on both sides of the road to minimize conflicts between vehicles and pedestrians. Where sidewalks are provided, they must be constructed so they are accessible to all potential users, including those with disabilities. Design standards for pedestrian access routes are provided in Section 12A-2 of the SUDAS Design Manual.

Figure 2: Standard Sidewalk and Curb Ramp Elements



Source: "Iowa Statewide Urban Design and Specifications: Design Manual", Ch. 12A-1 (Sidewalks).

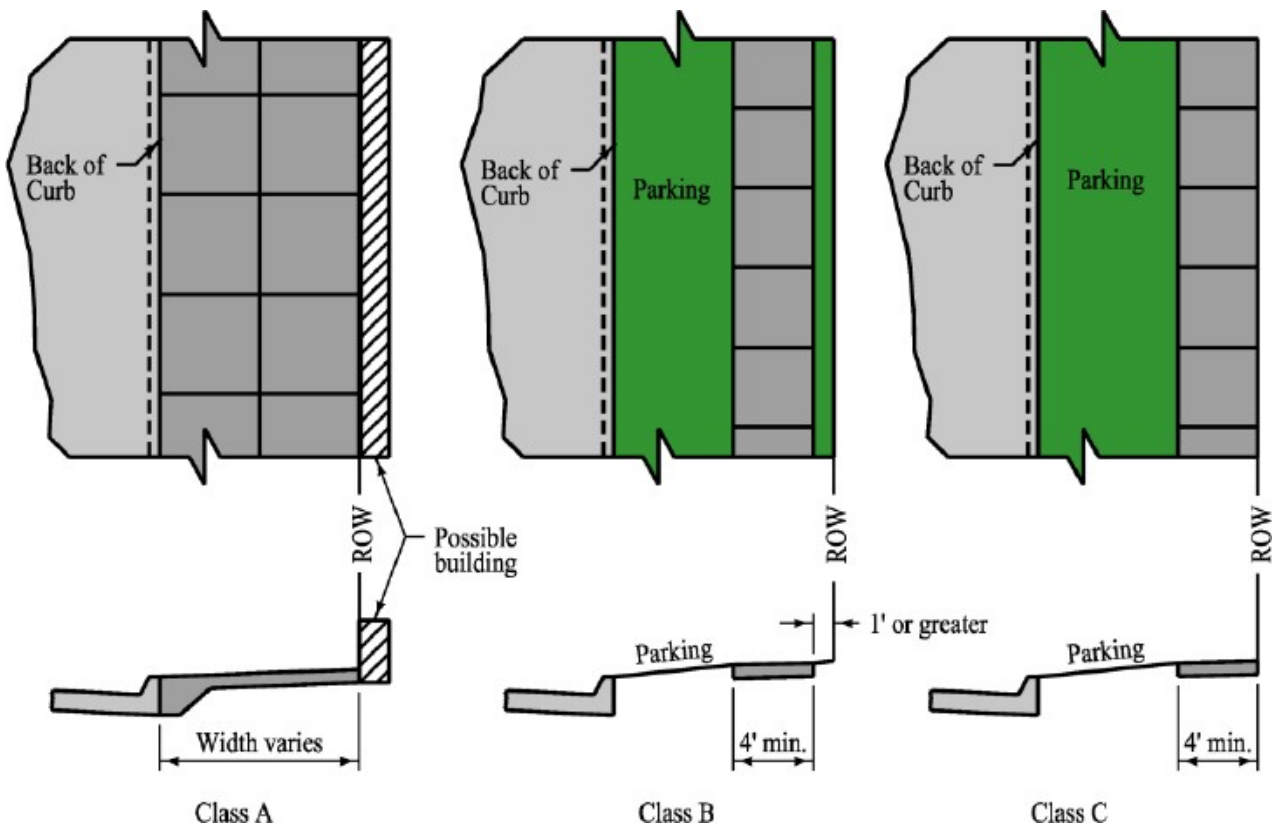
SUDAS identifies three classes of sidewalks, which are described below. Class B and C sidewalks provide a grass strip between the back of curb and the sidewalk, often referred to as the “parking.”

1. Class A: Class A sidewalks begin at the back of curb and generally extend to the right-of-way line. These types of sidewalks are typical in downtown areas. Consideration must be given to the location of street signs, street lighting, utilities, mailboxes, snow storage, and other obstacles when utilizing Class A sidewalk.

2. Class B: Class B sidewalks are constructed with the back edge of the sidewalk 1 foot or more off of the right-of-way line.

3. Class C: Class C sidewalks have the back edge of the sidewalk on the right-of-way line.

Figure 3: Classes of Sidewalk



Source: “Iowa Statewide Urban Design and Specifications: Design Manual”, Ch. 12A-1 (Sidewalks).

Construction Requirements

1. Sidewalk Thickness: Sidewalks should be constructed of PCC with a minimum thickness of 4 inches. Where sidewalks cross driveways, the minimum thickness is 6 inches, or the thickness of the driveway, whichever is greater.

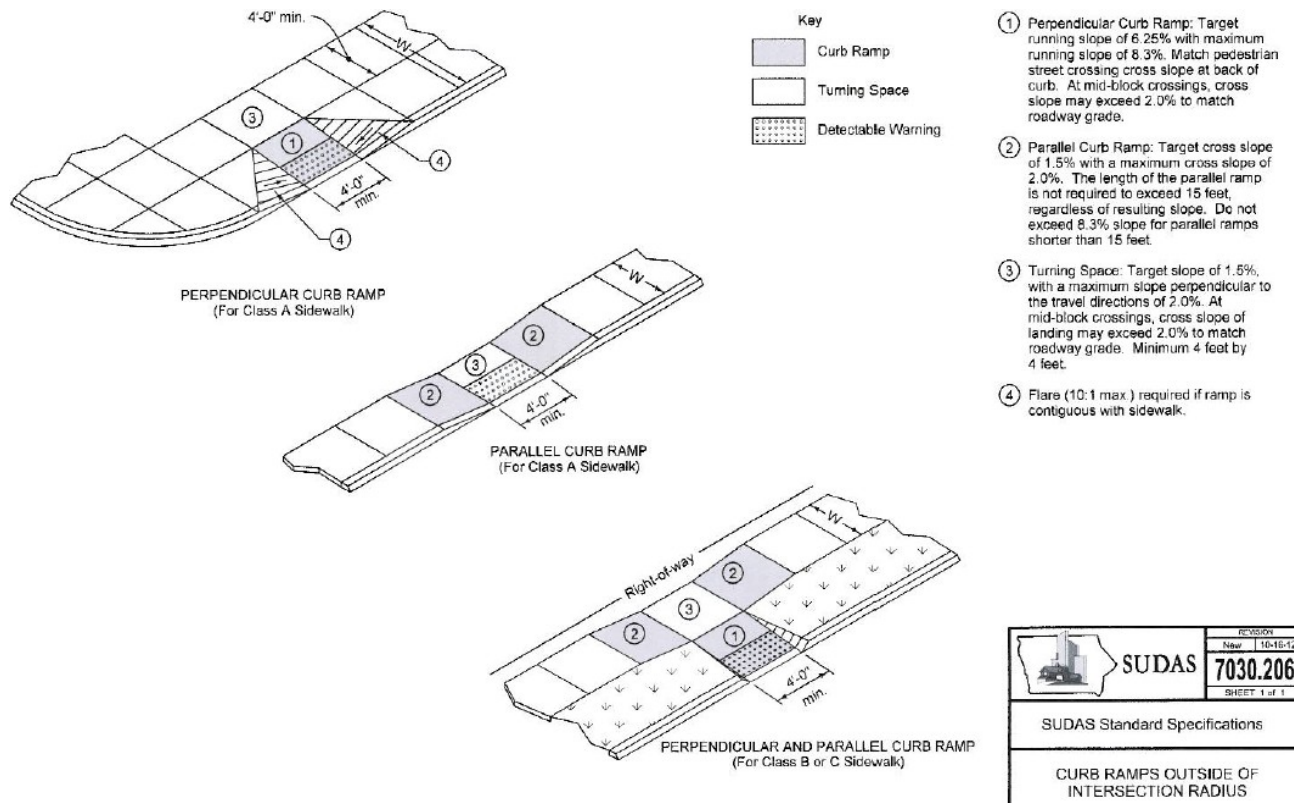
2. Obstructions: All obstructions are to be removed or relocated except for those that are impractical to move. In new development areas, these items should never occur, but in older, established areas, they will have to be addressed. In the case where the sidewalk is shifted to avoid an obstacle, use of a minimum 2:1 taper to and from the obstruction with a straight section adjacent to the obstruction should be considered. Flatter tapers may be used if space is available and user volume is high.

3. Construction Tolerances: Dimensions are subject to conventional industry tolerances except where dimensions are stated as a range, minimum, or maximum. Conventional industry tolerances include tolerances for field conditions and tolerances that may be a necessary consequence of a particular manufacturing process. Conventional industry tolerances do not apply to design work; see PROWAG R103.1. Designing features to the target values, rather than the allowable maximum or minimum, allows for appropriate construction tolerances and field adjustment during construction while maintaining compliance with PROWAG.

Accessible Sidewalk Design

It has been common practice to place the responsibility for sidewalk ramp layout on the contractor or construction inspector. This has resulted in the sidewalk, curb ramps, driveway crossings, etc. being designed in the field, often with mixed accessibility results. As public right-of-way accessibility comes under greater scrutiny, it is increasingly important that newly constructed or altered sidewalks meet accessibility requirements. Therefore, sidewalks, curb ramps, and street crossings shall be included as part of the design process and the details of those designs shall be included in the contract documents as appropriate. Projects reviewed or let by the Iowa DOT will require use of S sheets according to the Iowa DOT Design Manual Section 1F-18.

Figure 4: Curb Ramps Outside of Intersection Radius



Source: "Iowa Statewide Urban Design and Specifications: Specifications Manual", Section 7030.206

Muscatine Sidewalk Policy

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Introduction

A critical step towards improving the health and quality of life of the Muscatine community is to increase access to safe sidewalks for citizens to use for recreational purposes, or to walk or bike to their destinations. Of particular importance is providing the means for children to walk or bike to school more frequently. The City of Muscatine recognized the importance of this goal in its recently adopted Comprehensive Plan in the following statement:

“Members of the community should have the opportunity to travel safely to their destination by foot, bike, or by other non-motorized means. Children should be able walk or bike to their school safely. To achieve this goal critical routes for non-motorized travel, linking schools, parks, bus stops, most major employment and shopping centers, and are located within 400 feet of most residences in Muscatine will be identified. These routes will be made safe and attractive for travel by foot, bike, wheelchair, and all other forms of legal non-motorized travel.”

Purpose

The purpose of this document is to establish policy and guidelines for the inspection, replacement, and installation of sidewalks. In implementing the policy the City will: ensure that sidewalk construction conforms to the provisions of the Comprehensive Plan, ensure compliance with Federal ADA standards, and promote safe, walkable, and sustainable neighborhoods. This policy formalizes operational procedures and inspection documentation to maximize the effectiveness of City sidewalks and maximize public safety while maintaining fiscal responsibility. The City recognizes that it is not possible to maintain all sidewalks in perfect condition. The City also recognizes that certain user groups, primarily seniors and individuals with disabilities, are more sensitive to sidewalk problems than other users. An effective public education and feedback program is also important.

Definitions

ADA: Americans with Disabilities Act - accessibility guidelines.

Sidewalk: Any improved portion of the public right-of-way lying between the edge of the improved roadway and adjacent property line intended for the use of pedestrians.

City: Shall mean the City of Muscatine, Iowa.

Courtesy Walk: A private sidewalk which connects the public sidewalk to the street. New courtesy walk construction is prohibited, and existing courtesy walks will not be renewed.

Right-of-way: A general term denoting land, property or interest therein acquired for or devoted to a highway, street, alley, or easement.

Department: The community, section, or agency that operates the sidewalk improvement program.

Public Property: Shall mean the dedicated right-of-way which includes public highways, streets, alleys and easements.

Private Property: Shall mean any property not belonging to the City.

Street: A public thoroughfare in the City that is designed for public travel and transportation.

Driveway: An area of private property outside the sidewalk for the purpose of parking vehicles or access to remaining property or structures.

Driveway Approach: An area within the right-of-way located between the sidewalk and the edge of the improved roadway for the purpose of vehicular access to the driveway.

Owner: Shall mean the individuals holding title to the property.

Inspector: Shall mean any representative of the City designated to perform the inspections.

Responsibilities of the Adjoining Property Owner

Damaged Sidewalks Requiring Replacement:

It shall be the duty of every owner of a lot or piece of ground fronting on any street to keep and maintain in repair any sidewalks, whether permanent or temporary, which are, or shall be, laid along such street in front of such lot or piece of ground. Without limiting the generality of the foregoing, when one or more of the following conditions exists, sidewalks shall be replaced or repaired as indicated:

- A.** If more than forty percent (40%) of the surface of any square section of the sidewalk has spalled out leaving a rough, uneven surface, that square section shall be replaced.
- B.** If any square section has cracked into sections less than one square foot in area, that square section shall be replaced.
- C.** If sections have settled or heaved to the extent that the resulting displacement at cracks and joints exceeds three-quarters inch (3/4") and/or creates a hazardous condition, such section or sections shall be replaced to eliminate such displacement or condition.
- D.** If sidewalks have settled and adjacent soil has built up higher than the sidewalk or drainage is otherwise impeded to the extent that water accumulates on the sidewalk to a depth exceeding one-half inch (1/2") over an area of two (2) square feet or more, that section of sidewalk shall be replaced or the drainage otherwise improved to eliminate such accumulation of water.

Snow and Ice:

The occupant(s) of each and every building, dwelling, structure, or the owner of any unoccupied lot fronting upon any street or sidewalk, shall clear the entire public sidewalk in front of such building, dwelling, structure, or unoccupied lot, as the case may be, of all snow or ice within twenty-four (24) hours of termination of snowfall, and cause the same to be kept clear of snow and/or ice. If such ice is smooth and hard and not easily removed, such ice shall be covered with ashes, salt, sawdust, or other non-slippery substance sufficient enough to make the public sidewalk a safe passageway.

Whenever any snow or ice shall be allowed to remain upon any public sidewalk, permanent or temporary, within the City of Muscatine for more than a twenty-four (24) hour period of time, the City will attempt to notify the adjoining property owner of the violation as outlined in the City Code. If this attempt is unsuccessful or the owner fails to comply with the order of the City, the City shall cause the public sidewalk to be cleared, or made safe for passage by either private contract or City employees and equipment. The City will include the costs of treating the public sidewalk in an itemized statement, and if allowed by Council, shall by resolution assess the cost as a special assessment against the property, as outlined in the City Code.

Obstructions:

If a sidewalk has been heaved up by a tree's root, and it is judged that removing the root(s) could cause the tree to die or fall, it is recommended the tree, as well as the root, be removed. This is the responsibility of the adjoining property owner, but there is a possibility of getting financial assistance from the City's Parks and Recreation Department if the tree is listed as an eligible species. The program is administered by the Weed Park Maintenance office, and the section of City Code on tree planting policy is outlined in the Appendix for reference. Any places where defective sidewalks have been removed, the property owner must provide lighted barricades to warn pedestrians during the night until the job is finished. For those who cannot provide such equipment, the Public Works Department will rent the proper equipment for a daily fee plus deposit. This service is administered by the Public Works Department.

Specifications for New Sidewalks and Replacement of Damaged Sidewalks:

In reference to construction standards, both Muscatine's City Code¹ and their internal document on sidewalk repair provides explicit specifications on both the construction of new sidewalks and the replacement of damaged sidewalks. Regarding sidewalk design, the Iowa Statewide Urban Design and Specifications (SUDAS) Manual contains a thorough overview of design standards for both sidewalks and ADA compliant curb ramps at sidewalk intersections. Both are available online and/or in the Public Works Department. The standard must be followed for all new and replaced sidewalks.

Existing Sidewalk Network and Curb Ramps

The Muscatine Area Geographic Information Consortium (MAGIC), <http://magic-gis.com/magic/>, provides online access to the location of the existing sidewalk network and existing curb ramps that are in the City of Muscatine. Curb ramps are critical to providing access between the sidewalk and the street for people who have disabilities. Whenever new sidewalk construction or extensive sidewalk repair occurs on a section of a street that includes its curb ramps, then those curb ramps will be upgraded to be ADA compliant. Also, whenever street resurfacing or reconstruction occurs adjacent to an uncompliant ramp, the curb ramp shall be made compliant, if possible. If it is not possible, an alternative access point will be established. The City will complete a certain percentage of new ADA ramps every year depending on city funding available.

¹ City of Muscatine, City Code: Title 3, Chapter 7, "Public Ways and Property – Sidewalks."

New Sidewalk Construction

The City of Muscatine defines the requirement for new sidewalks in the following four ways.²

- A. New property developments, such as subdivisions, are covered under Planning and Zoning requirements. As a new house is constructed, a sidewalk is installed by the developer after heavy equipment finishes deliveries and prior to issuance of an Occupancy Permit.
- B. The City shall approach every transportation improvement project as an opportunity to improve or construct needed sidewalks within the project corridor. Sidewalk improvements and construction will be made into an integral part of the larger transportation improvement project.
- C. The City annually allocates a portion of its Road Use Tax Funds from the State of Iowa for the construction of new sidewalks. The new sidewalks using these funds will be of highest priority using the criteria set forth in this policy. The cost of sidewalk construction must fit within a given years allocation.
- D. The City Council may order installation of sidewalks. A policy was established by the City Council in 1981 which included an order of priority along with factors to take into consideration when developing priorities.

Complete Street Design

When prioritizing and designing large-scale sidewalk construction projects, the City will follow the principles of their “Complete Street” policy, which is outlined in the Appendix for reference. A complete street is a safe, accessible, and convenient street for all users regardless of transportation, mode, age, or physical ability. Complete streets adequately provide for bicyclists, pedestrians, transit riders, and motorists, by matching the needs of travelers to the users surrounding a street.³ The Iowa SUDAS (Statewide Urban Design and Specifications) Design Manual will be used as reference for the physical design of sidewalks, including the recommended sidewalk width of five feet⁴, for any new subdivisions, and any new construction of city or private property when the entire block is being redone, with the only exceptions granted by city discretion during the permitting process if it be unclear that a five foot minimum width or other standards would not apply. Excerpts from the Iowa SUDAS Design Manual, Ch. 12A: Sidewalks, is included in the Appendix for reference, and can also be found in its entirety online: <http://www.iowasudas.org/>.

² Childs, R.L. “Sidewalks Memo.” City Memorandum. January 2, 2002.

³ Fangman, Andrew. “Complete Street Policy.” City Memorandum. November 14, 2013.
<http://www.muscatineiowa.gov/DocumentCenter/View/10034>

⁴ Iowa Statewide Urban Design and Specifications: Design Manual.” Ch. 12A-2, p. 7. SUDAS 2013 Edition.

Additionally, any of the following conditions below grant the City of Muscatine an exemption to the Complete Streets Policy for sidewalk construction along a particular section of street.

- Severe topographic constraints exist.
- Cost of sidewalks, including potential right-of-way acquisition, for a particular mode is excessively disproportionate to the need and potential benefit of a specific sidewalk.
- Project involves only ordinary maintenance activities designed to keep assets in acceptable condition, such as cleaning, sealing, spot repairs, patching and surface treatments.
- Scarcity of population, travel, and attractors, both existing and future, indicate an absence of need for accommodation of non-motorized users.
- A reasonable and equivalent project along the same corridor already exists or is planned.
- Non-motorized users are prohibited on the roadway.
- Immediate connections to high speed facilities where no pedestrian facilities exist or are planned.
- Conflicts exist with Federal aid requirements.

Criteria for the Prioritization of Sidewalk Construction Projects

The City's goal is for all members of the community to have the opportunity to travel safely to their destination by foot, bike, or by other non-motorized means. Improvements to the City's sidewalk network will be one of the primary means of achieving this goal. However, with budgetary and physical constraints, this goal will take a significant amount of time to fully achieve. Therefore, the City will prioritize sidewalk improvements in a manner that provides the greatest short and medium term benefits. The Comprehensive Plan recognized the need to prioritize sidewalk improvements by establishing an initial target of creating a sidewalk network that allows all children to walk to school safely. The Comprehensive Plan further directs that initial work will be established on improving the sidewalk focus on safe routes for non-motorized travel that radiate out from schools to the residential areas that they serve. Then these school-centered networks of safe routes for non-motorized travel will be linked together to form a community-wide network of routes for non-motorized travel. Further criteria which will be used in establishing priority of projects to address gaps in sidewalk network are as follows:

- Existing level of non-motorized traffic
- Continuity with existing sidewalks
- Presence or absence of viable alternate routes for non-motorized traffic
- Proximity to shopping areas, parks, recreation areas or schools

Funding Approach

Funding for an annual sidewalk inspection and construction process will be on a regular and predictable basis, with total sidewalk replacement required only if non-compliant with City Code. Total sidewalk replacement will be completed at the adjoining owner's expense.

A general outline of sidewalk construction projects and cost responsibilities is provided below:

Sidewalk Construction Project	Project Cost and Party Responsible
Repairing Defective Sidewalks	The City will remove defective sidewalks (per the City Code) upon request, and the homeowner is responsible for the replacement and new installation at their own cost.
Construction of New ADA Ramps	The City will complete a certain percentage of new ADA ramps per year, depending on the funding that is available.
Major New Sidewalk Projects	Major new projects are completed at the City's expense, however adjacent property owner will then assume maintenance responsibility going forward.
Addressing Gaps in the Sidewalk Network	The City will complete existing sidewalk gaps based on priority and funding availability annually.
New Subdivision Construction	Sidewalks for new property developments, such as subdivisions, are installed by the developer at their own cost.

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It is important that the city conducts regular sidewalk inspection to continually assess the condition of existing sidewalks, and pinpoint where sidewalks are damaged to the point of noncompliance to City Code. An inventory of current sidewalk conditions will be established in tandem with the sidewalk inspections that are conducted.

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Currently, the City of Muscatine only conducts sidewalk inspections as a reaction to complaints received about specific locations in dire need of enforcement actions. By conducting regular sidewalk inspection, the identification and maintenance of noncompliant, unsafe, and ineffective sidewalk sections will remain proactive and action-oriented.

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- **Priority 2:** Locations that have a condition of Poor or Average or where the inspector determines that the problem is not an immediate safety concern, and may benefit from particular repair methods.
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- Priority 3 problems, as confirmed by the City Engineer, or his/her designee, may be delayed for several years, depending on the severity of the damage.

Figure 1: Sidewalk Surface Deficiencies⁵



- **Displacement or heaving:** when the edges of sidewalk squares are vertically offset. This can be caused by frost, tree roots and other factors. It should be noted that the Muscatine City Code has regulations on tree planting in public ways, including a right-of-way approved tree planting list.⁶
- **Cracks** occur in sidewalk squares and can be a tripping hazard. Minor cracks may not be a problem but when they begin letting water in and grass grow up through them, they can grow into a tripping hazard.
- **Spalling** occurs when extreme temperatures, salt and other de-icing chemicals weaken the surface of concrete, masonry, or brick, causing it to chip, pit, and scar. Spalling can be recognized by distinct deformity on the surface, with chips, craters and broken pieces.
- **Obstructions** such as bushes, grass, flowers, fences or low-hanging tree limbs can interfere with accessibility for people walking or using wheeled transportation. Anything that penetrates into the sidewalk space or is within a minimum height limit of 8 feet is considered

⁵ Duluth Sidewalk Study." Duluth-Superior Metropolitan Interstate Council. August 2012.

⁶ City of Muscatine, City Code: Title 3, Chapter 11, "Public Ways and Property – Trees and Shrubs."

an obstruction. According to ADA requirements, sidewalks must be constructed to allow the minimum width requirement of 36 inches between the edge of an obstruction and the edge of the sidewalk. In some cases, if a sidewalk cannot be constructed to comply with this guideline, the obstruction may need to be removed or relocated.

Sidewalk Repair Best Practices:

1. Crack filling

Crack filling is done primarily to seal concrete cracks to prevent moisture from penetrating the base, causing additional crack widening and uneven settlement. Crack filling is appropriate for longitudinal cracks where separation is less than 12mm (½”) and differential settlement has not occurred. Cracks are routed or sand blasted, and then filled with a sealant. Crack filling is usually done on an area basis as crews and budget are available.

2. Mud jacking

Mud jacking is used to correct differential settlement between concrete panels. It is appropriate where individual panels are in relatively good condition but have settled adjacent to one another.

3. Concrete Planing

Concrete planing is a recently perfected technology which is used to plane up to 20mm (¾”) of concrete to flatten out trip edges. Planing is done on a contract basis, paid by the meter of “Trip Edge” removed, and done on a location-by-location basis.

4. Replacement

Sidewalk replacement is appropriate if severe damage has occurred to the sidewalk which cannot be corrected by one of the methods described above. Replacement is most cost effective when done on an area basis, but replacement at individual locations is sometimes necessary.

Interpretation:

The City of Muscatine acknowledges that all sidewalks cannot be maintained in perfect condition due to fiscal and practical constraints. The timing and scope of sidewalk and curb rehabilitation will be planned at the discretion of the City Engineer, within the scope of the current operating budget, to balance sidewalk safety and appearance with other Public Works priorities. The aim of this policy is to maintain the City of Muscatine’s sidewalks and curbs in as safe a condition as practical, in balance with fiscal reality and other priorities. The Iowa SUDAS guidelines shall be the current direction for design and specifications when constructions or repairs are done.

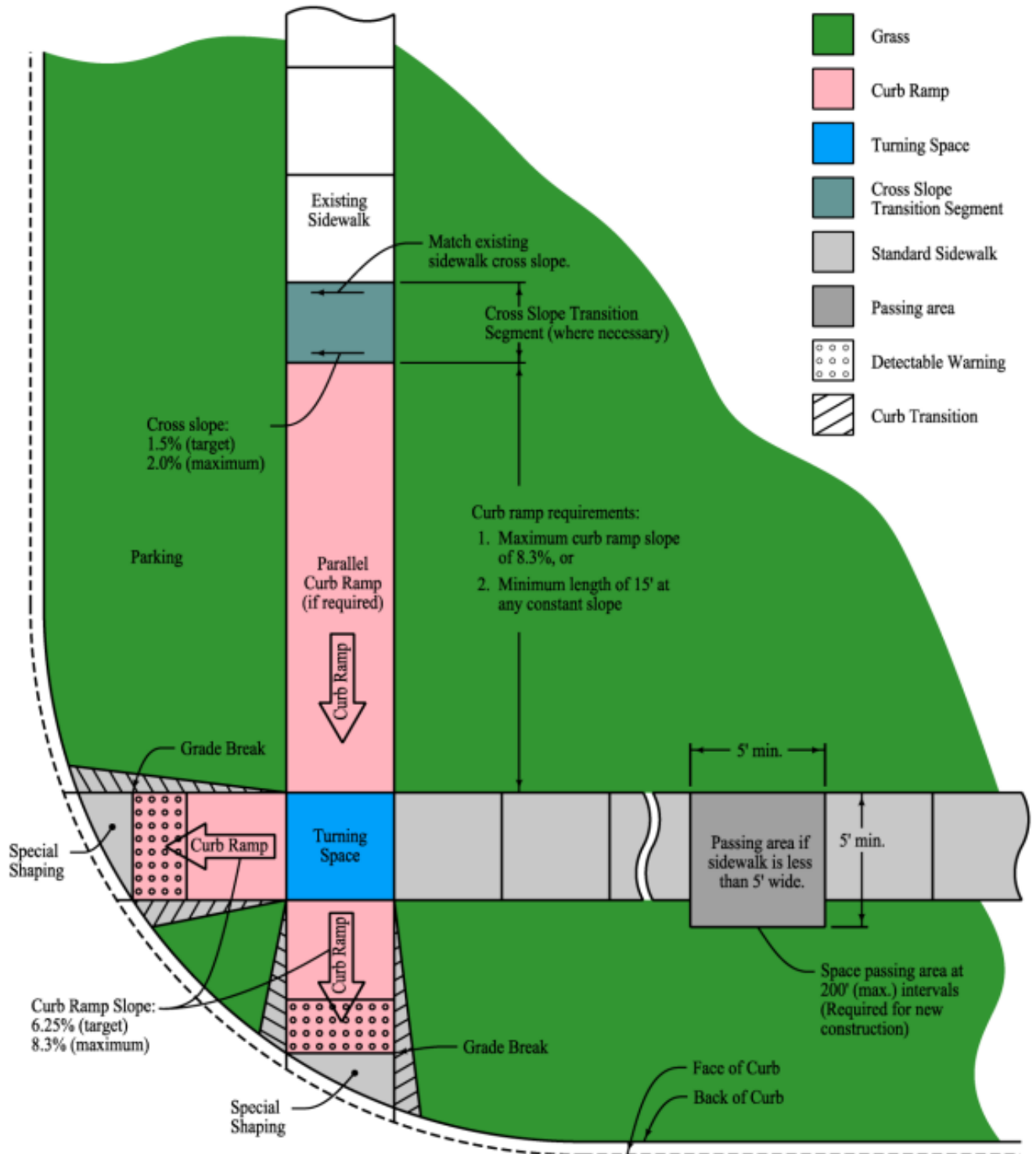
Appendix A: Iowa Statewide Urban Design and Specifications (SUDAS)

The following guidelines are copied from Iowa Statewide Urban Design and Specifications (SUDAS). The language for both General Sidewalk Requirements and Accessible Sidewalk Requirements originates from Chapter 12 of the SUDAS Design Manual, whereas the more technical schematics and specifications for handling stems from Section 7030 of the SUDAS Specifications Manual. Both the Design and Specifications Manual can be found in its entirety online at <http://www.iowasudas.org/>.

General Sidewalk Requirements

Sidewalks are an integral component of the transportation system. They provide a designated area, separated from the roadway, for pedestrians to use for both travel and recreation. Along roadways where pedestrians are present or anticipated, consideration should be given to constructing sidewalks on both sides of the road to minimize conflicts between vehicles and pedestrians. Where sidewalks are provided, they must be constructed so they are accessible to all potential users, including those with disabilities. Design standards for pedestrian access routes are provided in Section 12A-2 of the SUDAS Design Manual.

Figure 2: Standard Sidewalk and Curb Ramp Elements



Source: "Iowa Statewide Urban Design and Specifications: Design Manual", Ch. 12A-1 (Sidewalks).

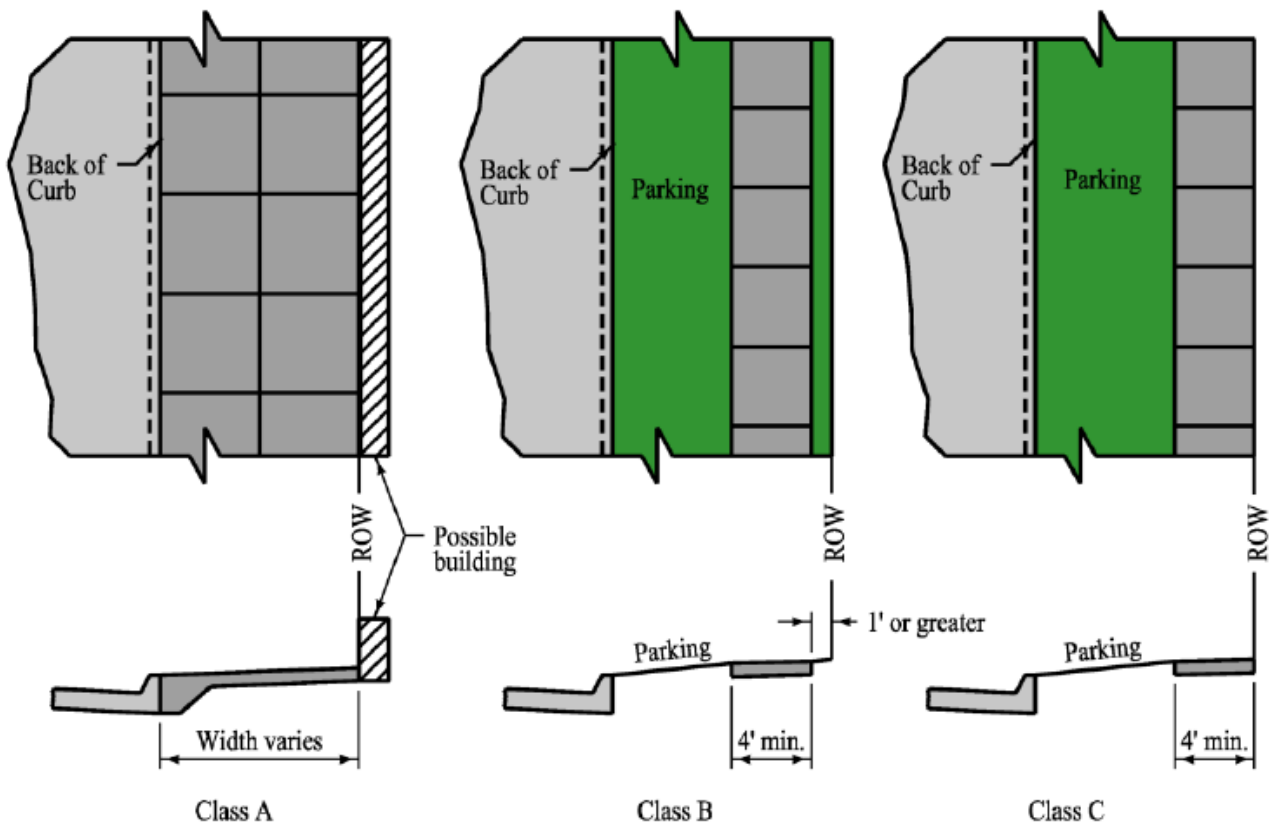
SUDAS identifies three classes of sidewalks, which are described below. Class B and C sidewalks provide a grass strip between the back of curb and the sidewalk, often referred to as the “parking.”

1. Class A: Class A sidewalks begin at the back of curb and generally extend to the right-of-way line. These types of sidewalks are typical in downtown areas. Consideration must be given to the location of street signs, street lighting, utilities, mailboxes, snow storage, and other obstacles when utilizing Class A sidewalk.

2. Class B: Class B sidewalks are constructed with the back edge of the sidewalk 1 foot or more off of the right-of-way line.

3. Class C: Class C sidewalks have the back edge of the sidewalk on the right-of-way line.

Figure 3: Classes of Sidewalk



Source: “Iowa Statewide Urban Design and Specifications: Design Manual”, Ch. 12A-1 (Sidewalks).

Construction Requirements

1. Sidewalk Thickness: Sidewalks should be constructed of PCC with a minimum thickness of 4 inches. Where sidewalks cross driveways, the minimum thickness is 6 inches, or the thickness of the driveway, whichever is greater.

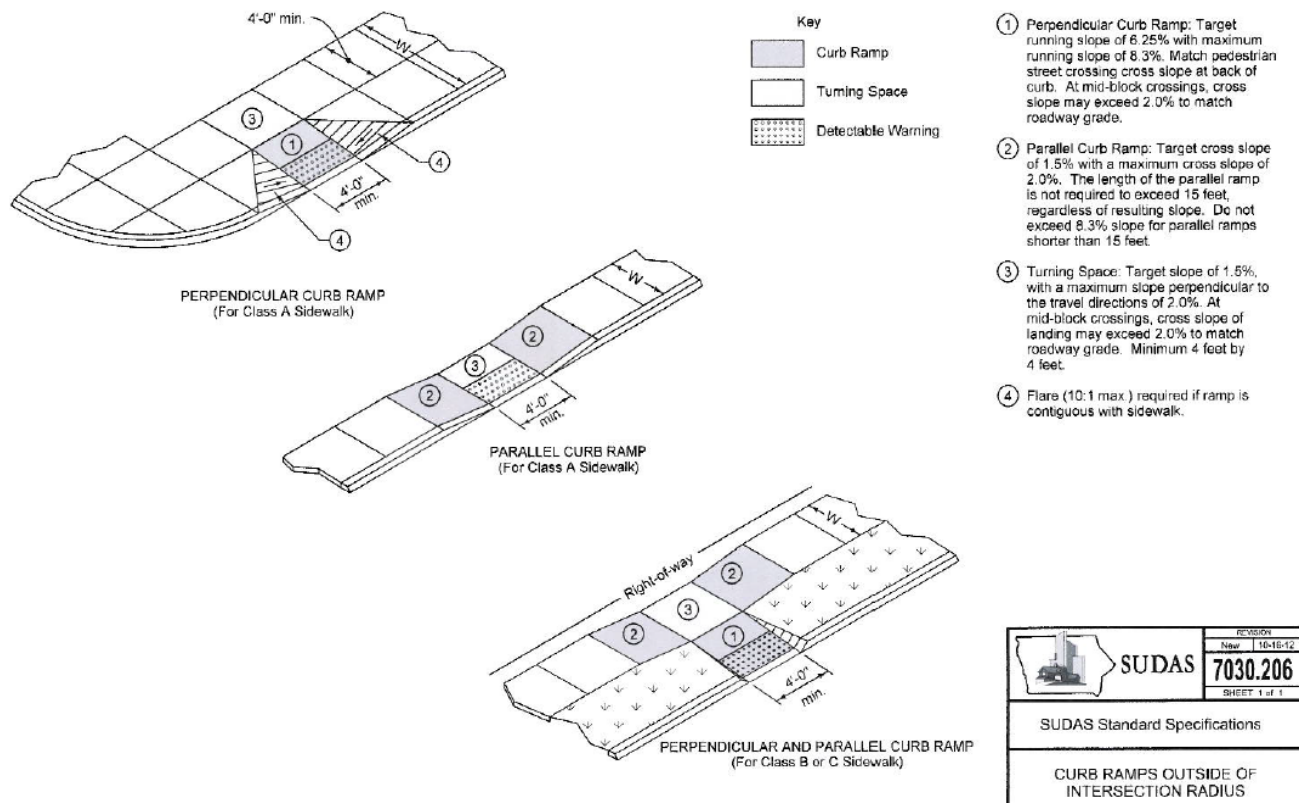
2. Obstructions: All obstructions are to be removed or relocated except for those that are impractical to move. In new development areas, these items should never occur, but in older, established areas, they will have to be addressed. In the case where the sidewalk is shifted to avoid an obstacle, use of a minimum 2:1 taper to and from the obstruction with a straight section adjacent to the obstruction should be considered. Flatter tapers may be used if space is available and user volume is high.

3. Construction Tolerances: Dimensions are subject to conventional industry tolerances except where dimensions are stated as a range, minimum, or maximum. Conventional industry tolerances include tolerances for field conditions and tolerances that may be a necessary consequence of a particular manufacturing process. Conventional industry tolerances do not apply to design work; see PROWAG R103.1. Designing features to the target values, rather than the allowable maximum or minimum, allows for appropriate construction tolerances and field adjustment during construction while maintaining compliance with PROWAG.

Accessible Sidewalk Design

It has been common practice to place the responsibility for sidewalk ramp layout on the contractor or construction inspector. This has resulted in the sidewalk, curb ramps, driveway crossings, etc. being designed in the field, often with mixed accessibility results. As public right-of-way accessibility comes under greater scrutiny, it is increasingly important that newly constructed or altered sidewalks meet accessibility requirements. Therefore, sidewalks, curb ramps, and street crossings shall be included as part of the design process and the details of those designs shall be included in the contract documents as appropriate. Projects reviewed or let by the Iowa DOT will require use of S sheets according to the Iowa DOT Design Manual Section 1F-18.

Figure 4: Curb Ramps Outside of Intersection Radius



Source: "Iowa Statewide Urban Design and Specifications: Specifications Manual", Section 7030.206

Appendix B: Muscatine Tree Policy

Title 3 – Public Ways and Property Chapter 11– Trees and Shrubs

SECTIONS:

3-11-1 Removal and Trimming of Dangerous Tree; Compliance

3-11-2 Abutting Property Owners

3-11-3 Notice to Trim; Failure to Comply

3-11-4 Trimming by City; Recovery of Cost

3-11-5 Liability Insurance; Tree Removal

3-11-6 Obstructing Streets; Barricades

3-11-7 Removal of Debris

3-11-8 Street Trees (Existing)

3-11-9 Street Trees (New)

3-11-10 New Street Trees (City Program)

3-11-11 Injuring; Defacing; Removing

3-11-12 Reserved

3-11-1 Removal and Trimming of Dangerous Tree: Compliance.

- A. If the City deems any shade, ornamental, or other tree situated on private property in the City to be diseased or dead, it shall cause to be served a notice upon the owner, in accordance with the most recently enacted Code of Iowa, if known within the City, or if not, then upon the occupant of the lot, to cut down such tree and remove the same and all debris therefrom. Said tree and debris shall be hauled to an area designated or approved by the City and/or the Iowa Department of Water, Air, and Waste Management.
- B. If such notice is not complied with within ten (10) days, the City shall cause to be cut down or remove such tree and the cost of cutting down and removing shall be certified to the County Treasurer and be assessed against the real estate in the same manner as a property tax.
- C. All diseased trees shall be sprayed, if required by the City, at the site of their cutting down or removal before being hauled or transported through the City to an approved disposal site.
- D. The General Manager of any utility shall have the authority to trim any tree which interferes with utility property and equipment, after notification and approval by the City.
- E. The City shall have authority to trim any tree, located on private property, which interferes with the proper distribution of light from street lights or signs following notification to the property owner in accordance with Sections 3-11-3 and 3-11-4 of this Chapter.

3-11-2 Abutting Property Owners. Any person owning any real estate within the City with trees located upon said real estate or located in the street right-of-way (including parkings)

adjacent to said real estate, shall trim such trees in such manner that no overhanging branches thereof shall in any way obstruct any such street or sidewalk below the height of ten feet (10') above the surface of the sidewalk and fourteen feet (14') from the surface of the street.

3-11-3 Notice to Trim: Failure to Comply. Any person or owner of property as described in this Chapter who shall have been served by the City with a notice by Certified Mail, and shall not comply with the notice within ten (10) days of the receipt of the notice, shall be guilty of a misdemeanor and subject to penalty of a fine not to exceed one hundred dollars (\$100.00), or by imprisonment not to exceed thirty (30) days.

3-11-4 Trimming by City: Recovery of Cost. When the owner or occupant of real property in the City having trees upon or in front of the same, the branches of which overhang the street or any part thereof, and having had notice to trim the same and fails or refuses to comply therewith for more than ten (10) days after service of notice, then it shall be lawful for the City to trim such trees to the height provided in Section 3-11-2 of this Chapter and certify the cost of the same to the County Treasurer to be assessed against the real estate in the same manner as a property tax.

3-11-5 Liability Insurance: Tree Removal. All persons and/or corporations engaged in removal of trees within the City R.O.W. shall obtain a license in accordance with Title 5, Chapter 15 of this Code and present a copy of an insurance policy for liability insurance in the amount prescribed in Title 5, Chapter 15 of this Code.

3-11-6 Obstructing Streets: Barricades.

- A. Before any street or thoroughfare can be shut off or blocked in any way for tree removal, permission must be granted by the City.
- B. Streets when barricaded or shut off must be barricaded by proper barricades appropriately marked and readily seen by all.
- C. All persons, and/or corporations barricading any street or thoroughfare for the purpose of trimming or removing any tree shall first notify the City of Muscatine Police and Fire Departments stating the location and time period that such street or thoroughfare will be closed.
- D. No street or thoroughfare shall be closed for the purpose of removing any tree unless the required permit is secured as provided in this Chapter.

3-11-7 Removal of Debris. Removal of debris, stumps, logs, etc. shall be made upon or in trucks and no hauling shall be allowed hanging from outside by booms or dragging from such vehicle.

3-11-8 Street Trees (Existing).

- A. All existing trees located within the public right-of-way as of the effective date of this Section shall be the responsibility of the adjacent property owner.

1. Exception. Any street tree which is diseased, dead, or otherwise poses an immediate threat to the public health and welfare shall be the responsibility of the City.
- B. It shall be the duty and right of the adjacent property owner to trim, remove, treat, or otherwise maintain all existing street trees in a manner that promotes the public health, safety, and welfare and in accordance with the provisions of this Chapter.
- C. Any person or corporation removing any existing street tree shall obtain a permit to do so from the City in accordance with Title 5, Chapter 15 of this Code for the purpose of initiating a City-wide inventory. The Tree Removal Permit shall be provided at no charge to the applicant.
- D. Nothing contained in this Chapter shall be construed so as to prevent the immediate removal and/or trimming by officers of the City of any tree from the streets, when in the judgment of the City, such removal or trimming is necessary for the purpose of making street improvements or to eliminate obstructions of public signs which, by design, promote safety of persons or property.

3-11-9 Street Trees (New).

- A. As of the effective date of this Section, all proposals to plant trees in the public right-of-way shall require a permit from the City in accordance with Title 5, Chapter 15 of this Code.
- B. The permit application provided by the City shall state the applicant's name, address, type of tree to be planted, exact location, and any additional information that may be needed by the City to determine whether the application should or should not be approved.
- C. The application shall be recommended for approval or disapproval by the City prior to issuance. Failure to secure a positive recommendation by the City shall constitute a denial of the application.
- D. Permit Requirements:
 1. The permit shall state that the applicant agrees to plant the street tree(s) in accordance with the requirements of this Chapter.
 2. The permit shall state that the applicant will plant a specific type of tree which shall be an approved species for street trees; a list of which shall be provided to the applicant upon request.
 3. The permit shall state that once the street tree is planted, it becomes the property of the City of Muscatine and the applicant agrees to relinquish all interest in said tree. The permit shall state that the owner agrees to donate the tree to the City, at the applicant's expense, and that the applicant agrees to adhere to the provisions of Title 3, Chapter 11, Section 8 of this Code.
 4. The permit shall include a provision which indemnifies the City from any and all claims for damage to private and public property as a result of the permit to plant a street tree.

3-11-10 New Street Trees {City Program}.

- A. The City may, at its discretion and with the approval of the City Council, initiate a program for the purpose of planting, maintaining, trimming, and removal of new street trees.
- B. **It** shall be the policy of the City to notify abutting property owners before planting any street tree in front of any residential structure in the City.
- C. The owner of the abutting property shall be required to sign a permit in accordance with Section 11 of this Chapter, except the, tree will be planted by the City at no expense to the abutting residential property owner.

3-11-11 Injuring: Defacing: Removing. Any person who shall willfully, maliciously, or negligently, in any manner, injure, deface, remove, or destroy any street tree or boxing placed around the same, or any shrub upon any public grounds and right of ways shall be deemed guilty of a misdemeanor, and shall reimburse the City for any costs incurred by such action if directed to do so by the Iowa District Court for Muscatine County.

3-11-12 Reserved.

Right-of-Way Tree Planting List for the City of Muscatine

All trees will be planted so they will not impede traffic or pedestrians, travel or create a safety issue with street sign visibility or create a blind spot.

Trees permitted for right-of-ways with 4 to 6 or more feet of space between side walk and road:

- Ornamental Pear: Cleveland Select, Valiant, Trinity
- Japanese Tree Lilac
- Single Stem Serviceberry
- Narrow Vase Shaped Crab Apples: Adirondack and Marilee

Trees permitted for right-of-ways with 6 or more feet of space between side walk and road:

- Ornamental Pear Cleveland Select, Red Spire
- Japanese Tree Lilac
- Single Stem Serviceberry
- Maple Sugar
- Maple Black Maple Red Hackberry
- Honey Locust (seedless thornless)
- Ginkgo (male species only) London Plane Tree
- Oak Swamp White
- Oak White
- Oak Bur
- Oak Red
- Oak Scarlet
- Oak English
- Linden American Linden Little Leaf Zelkova
- Beech
- Elm, Princeton
- Tulip Tree
- Iron Wood

Trees not listed on this list must have the approval of staff.

Appendix C: Muscatine Complete Street Policy

To improve both Muscatine's quality of life and image by providing a safe and attractive environment for street users of all ages and abilities such as motorists, pedestrians, bicyclists, mass transit, children, senior citizens, individuals with disabilities, freight carriers, emergency responders and adjacent land users.

- o The design, operation and maintenance of the City of Muscatine's street network will create a connected grid of streets accommodating a safe, easily accessible, convenient, comfortable, and visually appealing manner for users of all ages and abilities, including motorists, pedestrians, bicyclists, mass transit, children, senior citizens, individuals with disabilities, freight carriers, emergency responders and adjacent land users.
- o Implementation of the Complete Street Policy will guide the planning, funding, design, construction, operation, and maintenance of all new and modified streets in the City of Muscatine. The City shall approach every transportation improvement project phase as an opportunity to create safer, more accessible streets for all users. These phases include, but are not limited to: planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, operation and maintenance. Other changes to streets and rights-of-way, including capital improvements, and major maintenance, should also be considered.
- o When any of the conditions listed below exist in a specific project location, an exemption to the Complete Streets Policy may be granted. For an exemption to be granted a determination that incorporating new bicycle, pedestrian, and or public transit facilities is impracticable and/or undesirable must be made. This determination may occur during the budget and capital improvements program approval process or when project plans and specifications are being prepared. Any granted exemptions will be explained in writing with supporting data that indicates the reason for granting the exemption.
 - o Non-motorized users are prohibited on the roadway.
 - o Severe topographic constraints exist.
 - o An absence of current and/or future need for a particular type of user.
 - o The cost of accommodations, including potential right-of-way acquisition, for a particular mode is excessively disproportionate to the need and potential benefit of a project.
 - o The project involves ordinary maintenance activities designed to keep assets in acceptable condition, such as

cleaning, sealing, spot repairs, patching and surface treatments.

- O Scarcity of population, travel, and attractors, both existing and future, indicate an absence of need for accommodation of non-motorized users.

- Where a reasonable and equivalent project along the same corridor already exists or is planned.
- o Transportation infrastructure serving non-motorized user should be linked to form a comprehensive community-wide network of routes for non-motorized travel that allow for members of the community to travel safely from their home to their destination by foot, bike, or by other non-motorized means and for children to be able to walk or bike to school safely.
- o The City of Muscatine will work with the Iowa Department of Transportation to upgrade state highways to complete standards, excluding all divided four lane, limited access highways such as, U.S. 61 and the U.S. 61 Bypass.
- o For a privately constructed street to be accepted by the City of Muscatine it must be built in compliance with complete street standards.
- o The City of Muscatine shall follow accepted or adopted design standards and use the best and latest design standards available in urban design and street design, construction, operations and maintenance. When implementing this complete streets goal the City will be not be precluded from considering innovative or nontraditional design options where a comparable level of safety for users is present or provided.
- o Design street pavement widths to the minimum necessary.
- o Maximize the number of transportation options available with the public right of way.
- o Where physical conditions warrant, plant trees whenever a street is newly constructed, reconstructed, or relocated.
- o To further the Complete Streets policy factors that should be given consideration during the development of a transportation project include the following:
 - Whether the corridor provides a primary access to a significant destination such as a park or recreational area, a school, a shopping / commercial area, or an employment center;
 - Whether the corridor provides access across a natural or man-made barrier such as a river, creek, divided highway, or railroad;
 - Whether the corridor is in an area where a relatively high number of users of non-motorized transportation modes can be anticipated;
 - Whether a road corridor provides important continuity or connectivity links for an existing trail or safe route for non-motorized travel network; or

- Whether nearby routes that provide a similar level of convenience and connectivity already exist.
- o The City of Muscatine shall put into place performance standards with measurable benchmarks reflecting the ability of users to travel in safety and comfort. Performance standards may include: miles of new bicycle facilities or sidewalks, percentage of streets with tree canopy and low design speeds, public participation, street lighting, or others.
- o Update all necessary and appropriate codes, standards and ordinances to ensure that design components for all new or modified streets further the Complete Streets Policy.
- o The City of Muscatine will examine all planned capital improvements projects to determine if they can be leveraged to advance the Complete Streets Policy.
- o The City of Muscatine, working with community members and stakeholders, will identify and map critical routes for non-motorized travel linking schools, parks, bus stops, most major employment and shopping centers, and residential areas.
- o A detailed implementation plan will be developed to make the identified critical routes for non-motorized travel safe. The detailed implementation plan will include a list of capital improvement projects addressing the gaps and deficiencies. The implementation plan will also detail the sequence and location in which inspection and maintenance of existing sidewalks and capital improvement projects need to be completed in order to build a network of critical routes for non-motorized travel outward from each school and the ultimately link then together into a community-wide network of safe routes for non-motorized travel.
- o The Complete Streets Policy will be supported by and integrated into the City's Pedestrian and Bicycle Master Plan.

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- "Sidewalks, Curbs and Public Pedestrian Easements." Ordinance No. 2012-03. Borough of Chambersburg, PA Franklin County. Web: <http://ecode360.com/10695067>



City of Muscatine

ITEM NUMBER 2023-0123

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Steve Snider, Assistant Police Chief

SUBJECT

Request to issue a Purchase Order to Motorola Solutions in the amount of \$101,110.12 for the purchase of (24) Body Worn Cameras,(1) In-Car Camera System and (1) 192TB Server

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve the issuance of a purchase order to Motorola Solutions for \$101,110.12 to purchase (24) Body Worn Cameras,(1) In-Car Camera System and (1) 192TB Server.

STAFF RECOMMENDATION

Staff recommends authorizing the purchase.

BACKGROUND/DISCUSSION

Staff proposes to replace the department's The body worn cameras as they are out of warranty and no longer serviceable. A new server is required due to the operating system being changed to a Lenox-based system. One in-car dash camera is included with this purchase. Future in-car dash camera purchases will be budgeted for on a replacement cycle.

Motorola Solutions is the Sole Source vendor as we are currently using their equipment and proprietary software.

CITY FINANCIAL IMPACT

Funding for this purchase has been approved under the current City American Rescue Plan Act (ARPA).

ATTACHMENTS

1. EL5+BWC Upgrade Quote

Billing Address:
MUSCATINE POLICE AND FIRE
DEPTS, CITY OF
312 E 5TH ST
MUSCATINE, IA 52761
US

Quote Date:11/30/2022

Expiration Date:

Quote Created By:
Denny Bennett
Denny.Bennett@
motorolasolutions.com

End Customer:
MUSCATINE POLICE AND FIRE DEPTS,
CITY OF
Minnat Patel
mpatel@muscatineiowa.gov
+1.563.263.9233

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
V300						
1	WGW00300-003	*V300 3YR NO FAULT WARRANTY	24	3 YEAR	\$421.88	\$10,125.12
2	WGB-0181A	V300 BWC W/MAG MOUNT	24		\$995.00	\$23,880.00
3	WGP02836B	*V300 MOLLE MOUNTS	24		\$50.00	\$1,200.00
4	WGA00635-KIT	V300 IN-CAR WIFI DOCKS	11		\$295.00	\$3,245.00
5	WGA00640-KIT1	*V300 DESKTOP DOCKS	4		\$95.00	\$380.00
6	WGP02614	*V300 SPARE BATTERIES (NORMALLY \$99)	8		\$0.00	\$0.00
7	WGB-0138A	V300 8 BAY TRANSFER STATION	3		\$1,495.00	\$4,485.00
VideoManager EL: Video Evidence Management						
8	WGA00422-1650	*ON PREM VIDEO MGR STORAGE, 16TB, 6GB/S 7200 RPM, 256MB ENT 4KN	12		\$995.00	\$11,940.00
9	WGA00421-501	*UPLOAD APPLIANCE	1		\$3,850.00	\$3,850.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
10	WGS00160-2016	*SQL SERVER SOFTWARE (INC. W/OUR SERVER)	1		Included	Included
11	WGW00122-400	ON-SITE CONFIGURATION & DEPLOYMENT	1		\$5,000.00	\$5,000.00
12	WGP02400-500	ON PREM VIDEO MGR SITE LICENSE	1		\$1,000.00	\$1,000.00
13	WGA00421-1173	*ON-PREM SERVER, 16HDD, RAID6, 3U, 11-25CONDEV, 3YR	1		\$8,295.00	\$8,295.00
14	WGW00140-100	*SERVER EXTENDED WARRANTY, 5 YR	1	5 YEARS	\$650.00	\$650.00
15	WGP02400-520	V300 ANNUAL LICENSE FEE (3 YRS IN QUOTE)*	24	3 YEAR	\$585.00	\$14,040.00
16	WGP02400-510	4RE ANNUAL LICENSE FEE (3 YRS IN QUOTE)	11	3 YEAR	\$585.00	\$6,435.00
M500						
17	WGA00428-103	*M500 WRL-KIT	1		\$250.00	\$250.00
18	WGP01394-001	*WIFI NMO ANTENNA	1		\$60.00	\$60.00
19	WGA00574-100	*M500 SMART POE SWITCH	1		\$250.00	\$250.00
20	WGA00574-KIT	*M500 SPS KIT	1		\$60.00	\$60.00
21	WGB-0700-2	*M500 IN-CAR, FRONT & REAR CAM	1		\$5,715.00	\$5,715.00
22	WGB-0153A	*WIFI ACCESS POINT (802.11AC IS NEEDED W/ M500)	1		\$250.00	\$250.00

Grand Total
\$101,110.12(USD)


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



City of Muscatine

ITEM NUMBER 2023-908

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jon Koch

SUBJECT

Request to approve signing the MPW Solar 1 Retail Adder contract at the 50% subscription level which provides the City the opportunity to participate in the upcoming solar program to bring local renewable energy to the community.

EXECUTIVE SUMMARY

City Council has heard a presentation on the Muscatine Power and Water Solar 1 Project and has agreed to the Retail Adder Contract proposed at the 50% of available block level subscription. Now is the time for Council to approve signing the contract.

STAFF RECOMMENDATION

Staff recommends Council approve signing the contract up to the 50% subscription level.

BACKGROUND/DISCUSSION

MPW Industrial and Commercial II customers have expressed interest in local renewable energy options to satisfy their sustainability goals. Several are already purchasing Renewable Energy Certificates (REC) generated by MPW South Fork Wind Farm. As part of the Powering the Future initiative, MPW is negotiating an initial local 24 MW solar installation with an estimated 50 million kWh annually, referred to as "Muscatine Solar 1".

As the largest user of power for the City of Muscatine, the Water and Resource Recovery Facility (WRRF) has the opportunity to participate in the program to help bring local renewable energy to the community. The cost of the program would depend on the available renewable project blocks available for the 20 year commitment. Local industries have committed to most of the blocks and MPW anticipates only 10% of the 23 blocks the City is eligible for will be available. This would be approximately a \$7,120.00 annual commitment through a Retail Adder. The WRRF spends over \$550,000.00 annually on energy needs and desires to bring a resilient form of energy to the community to ensure reliable and sustainable energy generation into the future. Leveraging the approximately 9,300 households and businesses that utilize the wastewater system at a cost of only \$0.06 per month per customer or \$0.72/year per customer, every user of the sewer system has the opportunity to participate in bringing resilient solar energy to the

community at a minimal cost. Staff is recommending that Council approve up to 50% of the eligible blocks should they become available in the future. This would result in an annual cost of \$35,602.00 or \$0.32 per month per customer.

This program will not result in a rate increase and can be added as a regular part of the \$5.7 million annual departmental budget. This program aligns well with the Values of Innovation in advancing sustainability efforts and resilient energy sources and Excellence in exceeding expectations. It also aligns with Council goals of Reliable Public Infrastructure in a price-stable energy source and Healthy Community in reduced local emissions.

CITY FINANCIAL IMPACT

This will add up to \$35,602.00 to the WPCP budget annually for the 20 year commitment which will not require raising rates.

ATTACHMENTS

1. Choose Green Program Agreement City of Muscatine 031623



PROGRAM AGREEMENT

PURPOSE

Muscatine Power and Water's (MPW) Choose Green Business Program (Program) is designed to help Commercial II and Industrial customers fulfill sustainability goals by meeting a significant portion of their electricity needs from specific renewable energy projects. Direct voluntary participation in these long-term, high-volume renewable energy projects provides stable renewable energy options to participating MPW customers needing to address sustainability goals and promotes the expansion of local renewable energy.

Given the potential variability in technology costs and renewable energy project timing, each individual Renewable Energy Project offered through the Choose Green Business Program carries unique pricing, volume, and availability.

Choose Green Business Program rates are designed to pass renewable energy project costs on to Program participants and thus minimizing subsidization from other MPW customers. The final fixed-price premium associated with the specific local renewable energy project, the "Renewable Energy Retail Adder," will be based on a project's anticipated financial results. Details for a given project will be provided in a Choose Green Business Commitment Form specific to each project and participating customer.

The following terms and conditions apply to the Choose Green Business Program.

DEFINITIONS

As used in the Choose Green Business Program:

Affiliated Company is an organization that is directly or indirectly, through one or more intermediaries, controlled by the same legal entity that controls the Participant, where the term "control" means the ability or power to, directly or indirectly, direct, or cause the direction of, the management, policies, or decision-making over Participant.

Capacity is equal to the solar panel nameplate rating.

Choose Green Business Program Policy or “Policy” means the policy governing the Program adopted by MPW, as amended from time to time.

Choose Green Business Program or “Program” is the program offered by MPW to connect Commercial II and Industrial customers with MPW’s local renewable energy projects as defined in the Choose Green Business Program Policy.

Muscatine Power and Water or “MPW” means the municipal utility operated by the Board of Water, Electric and Communications Trustees for the City of Muscatine, Iowa.

MPW Service Agreement is an agreement for electrical services between MPW and an Industrial customer, which is supplemented, and not substituted, by the terms of the Program.

MPW Service Rules are the Board-approved terms and conditions applicable to MPW customers.

Other Renewable Project Attributes includes any aspect, claim, characteristic, or benefit, however named, associated with the generation of a quantity of electric energy by a Project, and that is capable of being measured, verified, or calculated, excluding the RECs that are separately defined.

Participants are the eligible MPW customers who subscribe to the Program and meet the requirements for ongoing Program participation.

Project Effective Date means the first month of energy production.

Released Capacity means the portion of any Project that is no longer subscribed, either due to voluntary release by a Participant or involuntary release through a Participant’s failure to maintain eligibility requirements.

Renewable Energy Certificates or “RECs” are the environmental attributes directly related to the output of a given Project.

Renewable Energy Projects or “Project(s)” means the renewable energy resource(s) that provides the energy and environmental attributes to Participants.

Renewable Energy Retail Adder is the premium charged to the Participant based on the pricing for a particular Project, this formula is detailed in the “Pricing” section. The Renewable Energy Retail Adder is charged in addition to the Participant’s retail rate.

Renewable Project Blocks means the Participant’s proportional share of the actual energy output of the specified Project. Participants subscribe to a specific Project in 100 kilowatt (kW) blocks. Participant’s allocation of the energy production will be determined based on the ratio of the sum of its subscribed blocks to the Capacity of the Project. That ratio will be applied to the Project’s previous month’s actual energy production.

Reserved Capacity is any portion of the Project that is reserved by MPW to be used for residential and small business renewable energy programs and/or for future subscribers of the Project.

Subscription means the Participant’s elected capacity block(s) of a specific Project.

AVAILABILITY

The Program is available on a project-by-project basis. MPW reserves the right to determine the size, number, location, nature, pricing, eligibility and availability of any Renewable Energy Project within the Program.

There is no guarantee of energy volume delivered from a Renewable Energy Project. Actual energy produced by a Project will be allocated based on the ratio of the Subscription to the Project's Capacity.

MPW retains the rights to a Project's Reserved Capacity, Released Capacity and any Other Renewable Project Attributes.

A Participant's Subscription shall not exceed their previous three years' average annual energy volume for the aggregate of all the Participant's accounts, rounded up to the next 100 kW. For the sake of these limits, an estimated renewable project capacity factor is used to determine the volume of renewable energy that will be produced per 100 kW block.

ELIGIBILITY

Throughout the term of the Program, Participants must:

- Be in an Industrial or Commercial II rate class, as defined in the MPW Service Rules,
- Receive electric supply and delivery service from MPW,
- Maintain all MPW accounts in good standing, and
- Follow all Service Rules and/or applicable Service Agreement terms.

MPW reserves the right to deny Program participation to customers in arrears with MPW, have a payment agreement in effect, or have received two or more disconnect notices, or have been disconnected for non-payment within the last twelve (12) months.

If at any time a Participant's eligibility changes, MPW reserves the right to cancel that Participant's Subscription as set forth below.

MPW reserves the right to determine all eligibility requirements for each Project in the Program.

PRICING

Solar energy costs are forecasted to exceed MPW's net energy costs. Subscription pricing for each Project will be designed such that Participants will substantially cover the additional costs. Program pricing includes the renewable energy and RECs.

The Renewable Energy Retail Adder is fixed for the term and added to the Participant's retail rate. The Adder for each project is based on forecasted costs and market pricing. The cost and revenue factors and calculation methodology included in the forecast are listed below.

Choose Green Business Program Pricing Calculation Factors

The following description is based on forecasted and expected costs, revenues, solar output, other MPW units' output, and MISO rules and determinations. The calculations also assume the solar developer retains all Federal, State and local tax incentives, but the Participants receive RECs.

Methodology
Renewable Energy PPA Contract Costs (Adj'd for System Losses, Capacity Factor and Degradation)
Less Renewable Energy Capacity Benefits
Plus Cost to Interconnect Renewable Energy Project to MPW System
Net Cost of Solar Divided by Solar kWh to Be Produced
Less Net Energy Costs from MPW's Existing Power Supply Portfolio Divided by Retail kWh
Renewable Energy Retail Adder per kWh of Solar Produced

***** Based on forecasted market pricing and costs to operate MPW's power generation resources*

BILLING

Participants will have a Choose Green Business Program charge, appearing as a separate line item on the electric bill. This charge is calculated as the power generated by the Participant's proportional share of the kWh produced by the specified Project, multiplied by the Renewable Energy Retail Adder.

Participants will be billed all other charges and credits based on the then-current rate for the applicable class of service, Service Agreement and/or Service Rules. The Renewable Energy Retail Adder is charged in addition to the Participant's retail rate.

RENEWABLE ENERGY CERTIFICATES

RECs are included as part of the Subscription.

Participants receive one REC for every 1,000 kWh subscribed to through the Choose Green Business Program and produced by the Project. MPW will retire any RECs associated with a Participant's Subscription in the Renewable Energy Project through the Midwest Renewable Energy Tracking System (M-RETS) on behalf of the Participant. RECs will be retired on the customer's behalf when the RECs become available within the M-RETS system.

Notwithstanding the restrictions on assignment below, Participants may designate an Affiliate Company for which MPW will retire RECs on the Participant's behalf. Alternatively, if a customer has an established M-RETS account, earned RECs may be transferred to the customer's account.

Any unsubscribed RECs produced from Project(s) may be sold for the benefit of all MPW customers.

TERM

The Subscription term for a Project shall be 20 years from the Project Effective Date of the offered Project.

Participants may voluntarily release Renewable Project Blocks or terminate participation in a Project with six month's written notice to MPW. Early Termination Fees will apply.

Participants that voluntarily leave the Program or terminate participation in a Project shall not be allowed to participate in other Projects until that Released Capacity has been subscribed by another Participant or for a period of two years. Participants voluntarily releasing Renewable Project Blocks capacity must do so in reverse order of Subscription date (i.e., beginning with the most recent Subscription date).

EARLY TERMINATION FEES

With each Project, MPW commits to certain upfront capital costs associated with the interconnection and long-term contracts for the output of the Project. An early termination fee applies if a Participant terminates before the end of the term or a Participant's subscription(s) is cancelled for lack of eligibility.

The early termination fee is calculated based on the forecasted energy volume over the remaining life of the term at the fixed Renewable Energy Retail Adder, then discounted by 50%. For example, if a participant's annual commitment was 2 million kWh at a 1.0¢/kWh Renewable Energy Retail Adder and they end their commitment with 10 years remaining on the term, the early termination fee would be \$100,000 (2 million kWh/yr x 1.0¢ per kWh x 10 years x 50%).

The early termination fee is reduced in proportion to whatever percentage of the Participant's Subscription is re-subscribed to by other Participants within two months of the effective termination date. If the Participant's entire Subscription is reassigned within two months, the early termination fee will be waived in its entirety.

Participants that voluntarily leave the Program or terminate participation in a Project forfeit the RECs associated with that Participant's Released Capacity.

ADDITIONAL TERMS

In the event any part of this Program is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Program, MPW Service Rules and/or Service Agreement.

All rights and obligations under the Program are personal to Participant, who shall not voluntarily, involuntarily, or by operation of law, transfer, delegate or assign their interests in any Subscription or permit transfer or assignment of their interests in any Subscription, without the prior written consent of MPW.

MPW is subject to applicable open records laws for Iowa public entities, and certain information regarding the Program may be subject to public inspection or disclosure.

The person agreeing to the Program terms on behalf of a party has full corporate and/or organizational authority to do so, and to bind the party it represents to the terms of the Program and any Subscriptions.

This document may be executed in any number of counterparts, which taken together shall be deemed to constitute one and the same instrument. Facsimile or other mechanically reproduced signatures are intended by the parties to have the same effect as handwritten signatures for all purposes under this Agreement.

Specific Project pricing and Subscription details follow in the Attachment.

By signing below, Customer/Participant agrees to the terms of the Program.

Customer /Participant:	
Dated:	
By: _____	By: _____
Print Name &Title:	Print Name &Title:
Address:	
Phone:	
Fax:	
Email:	
Copy of legal notices to:	
Affiliated Company eligible to receive RECs on behalf of Customer:	

Participant should receive a copy of this signed Program Agreement. MPW will keep the original on file.

ATTACHMENT NO. 3



COMMITMENT FORM

MPW RENEWABLE ENERGY PROJECT DETAILS:

The first Renewable Energy Project to be part of MPW's Choose Green Business Program is a solar project called Muscatine Solar 1 with a nameplate rating of MWAC24 - and an anticipated initial annual electrical output of 52 million kWh/yr, located on MPW's Grandview Avenue well field site. The Project is anticipated to be split into 240 separate 100kW Renewable Project Blocks. Actual number of Renewable Project Blocks may need to be adjusted based on the Project's final installed Capacity.

The Project is anticipated to be in-service in 2025.

MUSCATINE SOLAR 1 PRICING:

The Renewable Energy Retail Adder for this Project is **1.4¢ per kWh**

PARTICIPANT SUBSCRIPTION REQUESTED

The number of 100 kW Renewable Project Blocks requested: up to 12 blocks

Based on current Project design details, each 100 kW block is estimated to produce 216,667 kWh per year.

Initial Subscription requests for Muscatine Solar 1 are due by **November 11, 2022**. The pricing information above will expire on that date and availability of Project output will no longer be guaranteed.

This Subscription Request is incorporated and made part of the Program Agreement previously signed by the Participant. **This request shall be considered a binding commitment for up to the number of Renewable Project Blocks indicated.** The number of blocks may be reduced based on Project availability and the final number of Blocks will be confirmed by MPW after the deadline for Project subscriptions has expired.

By signing below, Participant agrees to the terms set forth herein.

Participant:	Date:
By: _____	
Print Name & Title:	
Address:	
Phone:	
Email:	
Fax:	
Received by MPW: _____ (Staff Initial and Date)	

TO BE COMPLETED BY MPW AND RETURNED TO CUSTOMER:

Final allocation of Renewable Project Blocks will be completed at the end of the subscription period. This portion of the form will be completed and returned after that time.

MPW SUBSCRIPTION APPROVAL FOR MUSCATINE SOLAR 1:

The number of 100 kW Renewable Project Blocks approved/allocated: _____ blocks

The estimated annual kWh renewable energy volume is: _____ kWh

MPW signature: _____ Date: _____

Name: _____ Title: _____

Participant should receive a copy of this signed Subscription Request and Approval. MPW will keep the original on file.



City of Muscatine

ITEM NUMBER 2023-910

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Anthony Kies, Police Chief

SUBJECT

Request to Approve Declaration of City Vehicle as Surplus and to Authorize Said Vehicles to be traded through Karl Chevrolet Inc.

EXECUTIVE SUMMARY

Staff is recommending the following vehicle be declared as surplus so it can be disposed of by trading it through Karl Chevrolet Inc. Chevrolet Tahoe #749

STAFF RECOMMENDATION

Staff is recommending approval of said vehicle as surplus.

BACKGROUND/DISCUSSION

This vehicle #749 is currently being replaced with a new Chevrolet Tahoe which is being purchased from Karl Chevrolet Inc., who holds the state bid for this type of vehicle. We are requesting vehicle #749 to be traded to Karl Chevrolet Inc. and the credited amount be allowed to be used towards the purchase of future police vehicles.

CITY FINANCIAL IMPACT

Trading this vehicle allows the city to maximize the value of this vehicle's worth. Auctioning this vehicle would most likely result in a lower vehicle value and less money for the City based on the trade in value of previous vehicles by this dealer.

ATTACHMENTS
