



City of Muscatine

CITY COUNCIL

Thursday, May 4, 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 are held at 6:00 p.m. 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

May 4, 2023, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION-Yenner Wuanti, Calvary Church

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

- A. Swearing In of Police Officer Nathaniel Avis
- B. Swearing In of Police Officer Tylor Staley
- C. Proclamation- National Police Week
- D. Recognition of the Muscatine Robotics Team

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. April 20, 2023 Special City Council Meeting Minutes
- B. April 20, 2023 Regular City Council Meeting Minutes
- C. April 27, 2023 Joint School, County, City Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request for Use of City Property from Greater Muscatine Chamber of Commerce and Industry and Keep Muscatine Beautiful for the RAGBRAI event to be held on July 29, 2023
- B. Request for Street Closure for Sewer Disconnection on Demolished Property on Demorest Street.

12. * COMMUNICATION – RECEIVE AND FILE

- A. March 28, 2023 Board of Water, Electric, and Communication Trustees Minutes

B. April 24, 2023 County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS

14. * APPROVAL OF BILLS

It is recommended bills totaling \$1,657,031.60, 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. Bills for Approval - May 4, 2023

15. PUBLIC HEARING

A. Public Hearing on the FY2024 Annual Plan & Amendments to the Public Housing Admissions and Continued Occupancy Policy

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. First Reading of an Ordinance Temporarily Amending City Code to Address Public Health and Safety Issues related to the July 29, 2023 visit of the Registers Annual Great Bike Ride Across Iowa (RAGBRAI) to Muscatine
- B. Second Reading of an Ordinance Establishing Refuse Collection Monthly Fees for Class I and Class III Domestic Waste Effective July 1, 2023
- C. Second reading of Ordinance Amending Title 13, Chapter 5, Section 4 Collection and Drainage and Title 13, Chapter 5, Section 5, Subsection A, Sewerage Rate Component to Set Collection and Drainage and Sewer Rates
- D. Resolution Approving Contract and Bond with Heuer Construction for the Fulliam Avenue Reconstruction Project Phase I
- E. Resolution Authorizing the Execution of a Special Warranty Deed for City Owned Real Estate located at the Hershey and Houser Street Intersection.
- F. Resolution to approve the FY2024 Muscatine Municipal Housing Agency Annual Plan & Related Documents
- G. Resolution Setting a Public Hearing on May 18, 2023 regarding Amendment #2 to the Fiscal Year 2022/2023 City Budget
- H. Request to Approve the Issuance of a Purchase Order to Safety Vision, in the Amount of \$48,466, for a Camera System for Buses .
- I. Request to Remove On Street Parking in the cul-de-sac at Magnolia Circle

- J. Request to Add to the Scope of the Carver Corner Roundabout Design Contract with Bolton & Menk to Include ALTA Survey in the Amount not to Exceed \$10,700.
- K. Request to Approve FY24 Community Grant Writer Agreement.
- L. Request to Accept Grant From the Federal Communication Commission Under the Affordability Connectivity Program
- M. Request to Approve the Submission of a Grant Application to the Iowa Department of Transportation for the Relocation of the Jet A Fuel Tank at the Muscatine Municipal Airport
- N. Request to Enter into a Preconstruction Agreement for a Primary Road Project with the Iowa Department of Transportation
- O. Request to Approve Pay Application #1 to KE Flatwork in the Amount of \$293,055.75 for the Transfer Station Tipping Floor Resurfacing Project.
- P. Request to Approve the 2023 Dates for Transfer Station Free Tire Drop-Off week (July 10 - 15) and Free Electronics Drop Off Week (July 17 - 22).
- Q. Request to Approve a Letter of Understanding with Bohnsack & Frommelt LLP for the Fiscal Year 2022/2023 Audit
- R. Request to approve an Agreement between the City of Muscatine and the Louisa Regional Solid Waste Agency to provide residential household hazardous waste (HHW) services.
- S. Request to Accept a Destination Iowa Grant in the amount of \$1,000,000 From the Iowa Economic Development Authority for the construction of an indoor sports complex at the City's Soccer West Complex.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT

Proclamation

National Police Week

2023

Peace Officer's Memorial Day

Whereas, The Congress and President of the United States have designated the week of May 14-20, 2023 as National Police Week and the Wednesday of that week as Peace Officers' Memorial Day; and

Whereas, the members of the Muscatine Police Department play an essential role in safeguarding the rights and freedoms of our community; and

Whereas, since the first recorded police death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including four members of the Muscatine Police Department; and

Whereas, the men and women of the Muscatine Police Department unceasingly provide a vital public service;

Now, therefore, I, Dr. Brad Bark, Mayor of the City of Muscatine, call upon all citizens of our community and upon all patriotic, civic and educational organizations to observe the week of May 14-20, 2023, as Police Week with appropriate ceremonies and observances in which all of our community may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Muscatine to observe Wednesday, May 17th, as Peace Officer's Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Muscatine to be affixed.



City of Muscatine

CITY COUNCIL MINUTES

Thursday, April 20, 2023

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **TRAINING- Run, Hide Fight**

Lieutenant Hesseling and Chief Kies gave a presentation and answered questions on Active Shooter Preparedness (Run, Hide, Fight) for City Council and Staff.

4. **ADJOURNMENT**

Councilmember Dennis Froelich moved the meeting be adjourned at 05:50 PM.



City of Muscatine

CITY COUNCIL MINUTES

Thursday, April 20, 2023

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for April 20, 2023 to order at 06:00 PM.

2. **INVOCATION**

Alex Kindred was present to give the invocation.

3. **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.

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

- A. Proclamation Declaring May 7-13, 2023 as Drinking Water Week.

Mayor Bark read and presented a Proclamation for Drinking Water Week to Brian Butler - MPW Water Department Manager. Mr. Butler shared information regarding the services provided to the City of Muscatine by the MPW Water Department.

- B. Recognition of the Manta Rays Swim Team for their Accomplishments

Mayor Bark introduced the Manta Ray Swim Team and invited Coach Jocelying Paxton and the team to share their accomplishments over the past year with City Council.

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

City Administrator Carol Webb asked that Item 17A be removed and added to the May 4, 2023 agenda and that Item 17 L be removed as it no longer is relevant.

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Agenda .

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

7. COMMUNICATIONS - CITIZENS

8. COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION

9. CONSENT AGENDA * (ITEMS 10-14)

Councilmember DeWayne Hopkins, seconded by Councilmember Peggy Gordon moved to Approve the Consent Agenda.

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

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. April 6, 2023 Regular City Council Meeting Minutes
- B. April 13, 2023 In-Depth City Council Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request for renewal of a Class “E” Retail Alcohol License for Grandview Mart, 714 Grandview Avenue – Malka 13, Inc. (pending inspections)
- B. Request for renewal of a Class “E” Retail Alcohol License for Wal-Mart Supercenter #559, 3003 North Highway 61 – Wal-Mart Inc. (pending inspections)
- C. Request for Use of City Property from Keep Muscatine Beautiful for an Outdoor Music Event on the following dates: May, 25, 2023, June 22, 2023, July 4, 27, 28-29, 2023, August 24, 2023 and September 28-30, 2023
- D. Request for Use of City Property from Musser Public Library & HNI Community Center for the 5-year Anniversary Celebration for the Library to be held on June 17, 2023
- E. Request for Use of City Property from Greater Muscatine Chamber of Commerce and Industry for the American Queen Voyages to be held on July 16, 30, 2023 and September 10, 2023
- F. Request for Use of City Property from Greater Muscatine Chamber of Commerce and Industry for the 4th of July Parade to be held on July 4, 2023
- G. Request for Use of City Property from Greater Muscatine Chamber of Commerce and Industry for the 4th of July to be held on July 4, 2023

12. * COMMUNICATION – RECEIVE AND FILE

- A. Muscatine County Board of Supervisors Meeting Minutes - March 27, 2023
- B. Muscatine County Board of Supervisors Meeting Minutes - April 3, 2023
- C. Muscatine County Board of Supervisors Meeting Minutes April 10, 2023

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order for \$11,626.70 to FSS Incorporated for Repairs to the Airport Access and Security System
- B. Request to Approve the Issuance of a Purchase Order to CR Landscape in the Amount of \$19,900 for the Installation of the Crosswalks at the HAWK Crossing as Part of the Community Foundation of Greater Muscatine South End Improvement Fund Project.

14. * APPROVAL OF BILLS

- A. Approval of Bills for April 20, 2023

15. PUBLIC HEARING

- A. Public Hearing for 2024 Consolidated Funding Application and Public Transit Infrastructure Grant Application
There were no written or oral comments regarding this public hearing.
Councilmember John Jindrich, seconded by Councilmember Dennis Froelich, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.
- B. Public Hearing on the Proposed Amendment #1 to the City Budget for Fiscal Year 2022/2023
There were no written or oral comments regarding this public hearing.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.
- C. Public Hearing on the Proposed City Budget for Fiscal Year 2023/2024
There were no written or oral comments regarding this public hearing.
Councilmember Peggy Gordon, seconded by Councilmember Nadine Brockert, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.
- D. Public Hearing on the Declaration of Real Estate Owned by the City (Tom Bruner Field) as Surplus and Authorizing the Sale of Said Property to the Muscatine Community School District
There were no written or oral comments regarding this public hearing.
Councilmember Nadine Brockert, seconded by Councilmember Peggy Gordon, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. First Reading of an Ordinance Temporarily Amending City Code to Address Public Health and Safety Issues related to the July 29, 2023 visit of the Registers Annual Great Bike Ride Across Iowa (RAGBRAI) to Muscatine
(Item Pulled and put on May 4, 2023 Agenda)
- B. First Reading of Ordinance Establishing Refuse Collection Monthly Fees for Class I and Class III Domestic Waste Effective July 1, 2023
Councilmember John Jindrich, Seconded by Councilmember Angie Lewis, moved to Approve the first reading of this ordinance.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- C. First Reading of Ordinance Amending Title 13, Chapter 5, Section 4 Collection and Drainage and Title 13, Chapter 5, Section 5, Subsection A, Sewerage Rate Component to Set Collection and Drainage and Sewer Rates
Councilmember Angie Lewis, Seconded by Councilmember Peggy Gordon, moved to Approve the first reading of this ordinance.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- D. Resolution Approving the Annual Application for State and Federal Transit Funds (Consolidated Funding Application for Federal Fiscal Year 2024) and Public Transit Infrastructure Grant Application.
Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne moved to Approve the Motion.
Vote: Ayes - 7, Nays - 0, Motion .
- E. Resolution Approving Amendment #1 to the City Budget for Fiscal Year 2022/2023 and Authorizing the Mayor and City Clerk to Sign the Record of Hearing and Adoption of Budget Amendment #1 in the form required by the Iowa Department of Management
Councilmember Dennis Froelich, seconded by Councilmember Jeff Osborne moved to Approve the Motion.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- F. Resolution Adopting the City of Muscatine Budget for the Fiscal Year Ending June 30, 2024
Councilmember Peggy Gordon, seconded by Councilmember John Jindrich moved to Approve the Motion.
Vote: Ayes - 7, Nays - 0, Motion .
- G. Resolution Declaring Certain Real Estate owned by the City (known as Tom Bruner Field), as Surplus and Authorizing the Sale of Said Certain Real Estate to the Muscatine Community School District

Councilmember DeWayne Hopkins, seconded by Councilmember Peggy Gordon moved to Approve the Motion.

Councilmember Jindrich had questions regarding what the plan for additional parking would be for the renovations that were addressed by Clint Cristopher.

Mr. Christopher stated 30 additional parking spots were being added as well as player parking and bus parking within the fenced area.

Councilmember Brockert shared her concerns with fans and players being respectful to the property owners adjacent to the ballpark.

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

- H. Request to Approve a Purchase Agreement between the City of Muscatine and Muscatine Community School District related to the Purchase and Transfer of Surplus City Property, Parcel #303410001, known as "Tom Bruner Field".

Councilmember Peggy Gordon, seconded by Councilmember Jeff Osborne moved to Approve the Motion.

There were questions from City Council regarding the date of closing that were addressed by City Administrator Carol Webb.

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

- I. Resolution to Award Contract for Fulliam Avenue Reconstruction Phase I to Heuer Construction in the Amount of \$702,543.50

Councilmember Dennis Froelich, seconded by Councilmember Angie Lewis moved to Approve the Motion.

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

- J. Resolution Authorizing the Submission of a Lead Hazard Reduction and Healthy Homes Grant Application and Commitment of Funds

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Motion.

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

- K. Resolution Authorizing Special Assessments to Private Properties

Councilmember John Jindrich, seconded by Councilmember Dennis Froelich moved to Approve the Motion.

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

- L. Resolution Setting a Public Hearing on Specifications for Airport Snow Removal Equipment

(Item pulled from Agenda)

- M. Request to Approve an Amendment to the Lease Agreement for Farm Land on the Muscatine Municipal Airport Property

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Motion.

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

- N. Request for Approval of a Three-Year Concession Operations Agreement for Muscatine Aquatic Center with Happy Joes Max Brewer Corporation

Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Approve the Motion.

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

- O. Request to Approve an Engineering Contract with Veenstra & Kim for the UV Replacement Project

Councilmember Nadine Brockert, seconded by Councilmember Jeff Osborne moved to Approve the Motion.

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

18. MAYOR AND COUNCIL REPORTS

City Councilmembers shared local events happening in the coming week.

Councilmember Brockert asked Community Development Director Jodi Royal-Goodwin to give an update on 500 Mulberry Ave.

Ms. Royal-Goodwin stated the building is in compliance and that A & G Products are working on a business plan for the use of the building that will be discussed at a future meeting.

Public Works Director, Brian Stineman, gave an update on what the City is doing to prepare for the upcoming flood.

19. ADJOURNMENT

Councilmember Froelich moved the meeting be adjourned at 06:50 PM.

Joint Meeting
Muscatine School Board of Education
Muscatine City Council
Muscatine County Board of Supervisors
Thursday April 27, 2023
6:30 p.m

Mayor Brad Bark called the meeting to order at 6:30 p.m.

Councilmembers present: Jeff Osborne, Nadine Brockert, Peggy Gordon, John Jindrich, Dennis Froelich, and Dewayne Hopkins. Councilmember Angie Lewis was absent. Police Chief Tony Kies (sitting in for the City Administrator) and Administrative Secretary Cinda Hilger were also present.

School Board Directors Present: Matt Conard, Ken LaRue, Mike Morgan, Lindsey Phillips, John Dabeet, Denny Schuur and Karen Cooney. Superintendent Clint Christopher and Muscatine School Board Secretary Daphne Donald were also present.

County Board of Supervisors Present: Jeff Sorensen, Danny Chick, Kurt Kirchner, Scott Sauer, and Nathan Mather. County Administrative Services Director Nancy Schreiber was also present.

Superintendent Clint Christopher gave a presentation on the Muscatine School District Updates. Mr. Christopher stated that the Centralized Kitchen was in the process of being constructed on Lucas Street. He shared information regarding how this would be a more cost-effective way of prepping food for the school district and the sanitary benefits that this facility would have.

Mr. Christopher then shared an update on Tom Bruner field. He stated the project would include new lighting, updated stands, concessions, restrooms, scoreboard, parking and foul ball netting. Work on this project is scheduled to begin following the 2023 baseball season and is projected to be completed for the start of the 2024 season.

Mr. Christopher shared the plans for the projected Softball complex to be built at the Muscatine High School. He stated this would include updates to the concession area also used by the visiting football teams during that season.

Mr. Christopher then spoke about new secure entrances being built at Susan Clark Junior High, Grant Elementary and Madison Elementary. Mr. Christopher also stated that Jefferson would be seeing a new addition with more class space. In addition to the construction being done, he stated that the classroom portion of Central Middle School would be torn down leaving the gym and auditorium intact. He added that Susan Clark Middle School is also projected to have a new auditorium/gym space built, a new bus lane behind the school that is to be gated and refinishing of the Junior High track.

Mr. Christopher finished up his presentation by sharing information regarding an improvement in the number of students doing annual testing as well as an improvement in overall attendance. Mr.

Christopher stated he appreciates the help and work by the County Attorney's office with Chronic Absences.

School Board Director Nathan Mather had questions regarding building codes with the schools upcoming projects and if they were having any troubles working around code requirements. Mr. Christopher stated that the school had been working with the contractors and the city to meet the code requirements.

Danny Chick, County Board of Supervisors, started a discussion regarding the possibility of having a School Resource Officer present in each of the Muscatine Schools. Mr. Chick shared information regarding mass shootings around the country. Mr. Chick stated he understands that the biggest issue with making this happen would be the funding, which is estimated at \$600,000/year. He stated he would like to see the City, County and School share the financial responsibility in making this happen. Mr. Chick asked if there was a process to work on for making this move forward.

Mr. Christopher stated that school performed a safety study and the school will be awarded \$50,000 (one time funding) per building to use to address safety issues. Mr. Christopher shared that one of the major safety components being looked into is a communication program.

There was discussion within the groups regarding the number of schools in the County, who currently pays the School Resource Officers, and what the School Resource Officers do during the summer months.

Chief Kies stated the first steps to helping our children be safe is to teach them what to look for, and to report anything that seems out of the normal. Mr. Kies stated the Police Department has education programs they can teach such as: Run, Hide, Fight and ALICE (Alert, Lockdown, Inform, Counter, Evacuate) and Stop the bleed Training.

Jeff Sorensen, County Board of Supervisors, stated that legislation had passed a law to have Public Safety Radios in all schools. Chief Kies stated they had been ordered and are on backorder currently.

Mayor Brad Bark shared information regarding the preparations being done for the upcoming visit of RAGBRAI to Muscatine. Mayor Bark gave an overview of the route that will be used for the bike riders as they come through Muscatine. Mayor Bark shared information regarding the multiple committees that have been formed and the work they are doing to prepare safety, recreation, entertainment, refreshments etc. for RAGBRAI. Mayor Bark stated the Muscatine theme would be "Muscatine, One in a Melon" and the world's largest watermelon slice was in the works for the Riverfront.

There was group discussion regarding the detour routes for the College Search Kickoff Soccer Tournament and questions regarding the use of UTV's that were addressed by Chief Kies.

Mayor Bark gave a quick update on the current status of the flood and thanked all those that have helped in preparing to protect the downtown from the flood waters. Mayor Bark stated that it was great to see the City, County and private businesses working together to mitigate the flood. Mayor Bark

stated when the flood recedes there will be a great need for volunteers to help with the cleanup process.

There was a request for an update on the proposed sports dome to be built at Soccer West. Mayor Bark stated we have received a one-million-dollar Destination Iowa Grant and are now working on getting cost estimates for the Dome.

Councilmember Peggy Gordon moved the meeting be adjourned at 7:36 p.m.

Submitted By:

Cinda Hilger, Administrative Secretary

Attest:

Mayor Brad Bark

City Administrator, Carol Webb

School Board President, John Dabeet

Board of Supervisors Chairperson, Scott Sauer

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:

GMCCI and Keep Muscatine Beautiful

Address: **100 West 2nd Street**

Telephone Number: **563-506-3161**

E-mail Address: **bbark@muscatine.com**

2. Type of event that is planned:

Ragbrai-Largest tourist event in Iowa coming through Muscatine with bicycles

3. Proposed location:

In the City of Muscatine to include: Hershey Avenue, Mississippi Drive, the River Front from Cedar Street to Millenium Plaza, Mulberry Avenue to 2nd Street up to Park Avenue, right on Washington and out of the City Limits on Hwy 22. West 2nd Street will remain open until the round-about. Mississippi Drive adjacent roads will be used to 2nd street for vendors (Pine, Chestnut, Iowa, Sycamore, Cedar, Walnut). Potentially the parking lot on Sycamore. *This is pending Ragbrai Approval**

4. Date(s)/Time(s): **July 29th 6am-6pm, Close route and riverfront starting at 12:00pm on July**

5. Expected length of use: **12 hours**

6. Expected size of group: **25,000-35,000**

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

Co-Chairs (Brad Bark, Rebecca Paulsen, Nick Gow, Chris Boar and Brenda Christensen).

POD Chairs (Denna Ferreira, Bill Harper and Tony Kies)

Address(es): **100 West 2nd Street**

Telephone Number(s): **563-263-8895**

E-mail Address(es): **bbark@muscatine.com or rpaulsen@muscatine.com**

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

Working with Keep Muscatine Beautiful for entertainment.

9. List mechanical or electronic equipment to be used:

Will potentially need electric hook up for U of I Healthcare Mobile trailer. Also working with Keep Muscatine Beautiful for entertainment and vendors. Possibly

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

There will be bicycles, ATV and golfcarts being used throughout the site

11. Number and types of animals to be used:

None

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

Potentially using the sound system at the riverfront.

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 propose the use of the Muscatine Police Department at the intersections of the by-pass, Houser/Hershey, Carver Corner, Mississippi Drive and Iowa Avenue, 2nd Street/Bridge, 2nd Street/Park Avenue, Park Avenue/Washington. Pod #3 for Ragbrai, lead by Chief Kies, will determine exact locations. Cleanup will take place following the event.

14. All plans for the provision of security:

Muscatine Police Department
Iowa State Patrol

15. Beer or wine consumption? Yes X No _____

16. Describe any items to be sold or distributed:

Wine/Beer in beer tent
Food Vendors
Merchandise

17. Is water connection requested: Yes X No _____

18. Is electricity requested: Yes X No _____

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:

A tentative site plan for the entire route, including the Riverfront, will be submitted the week of April 17.

20. Do you understand that you will be financially responsible for all site restoration needed to restore the side 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.



Authorized Representative

4-13-23

Date

EVENT: RAGBRAI

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒
YES

☐
NO

Richard Klimes 4/27/23
Parks & Recreation Date

Comments:

Approval subject to attendance at pre-event mtg.

☒
YES

☐
NO

Jodi Royal-Goodwin 4/19/23
Community Development Date

☒
YES

☐
NO

Brian Stineman 4/19/23
Public Works Date

☒
YES

☐
NO

Anthony Kies 4/19/2023
Police Chief Date

There will need to be 1 officer to work these
events. If there are incidents that occur we
will re-evaluate. However, for Ragbrai and July
4th there will be 2 officers needed. \$60 hr

☒
YES

☐
NO

Jerry Ewers 4/19/23
Fire Chief Date

FINAL APPROVAL:

☒
YES

☐
NO

Carol webb 04/27/23
City Administrator Date

Signature: Jodi Royal-Goodwin
Jodi Royal-Goodwin (Apr 19, 2023 11:06 CDT)
Email: jroyal-goodwin@muscatineiowa.gov

Signature: Jerry Ewers
Jerry Ewers (Apr 19, 2023 13:30 CDT)
Email: jewers@muscatineiowa.gov

Signature: Richard Klimes
Richard Klimes (Apr 27, 2023 16:52 CDT)
Email: rklimes@muscatineiowa.gov

Signature: Brian Stineman
Brian Stineman (Apr 19, 2023 13:03 CDT)
Email: bstineman@muscatineiowa.gov

Signature: A.R. Kies
A.R. Kies (Apr 19, 2023 14:52 CDT)
Email: akies@muscatineiowa.gov

Signature: Carol Webb
Carol Webb (Apr 27, 2023 18:25 EDT)
Email: cwebb@muscatineiowa.gov



City of Muscatine

ITEM NUMBER 2023-0214

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request for Street Closure for Sewer Disconnection on Demolished Property on Demorest Street.

EXECUTIVE SUMMARY

Hometown plumbing requests permission to close Demorest Street between Stewart Road and Kansas Street to remove the sewer line to the demolished house at 1705 Demorest.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

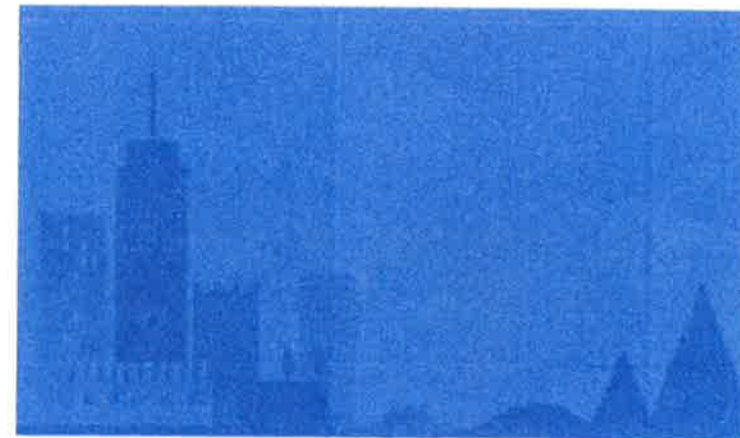
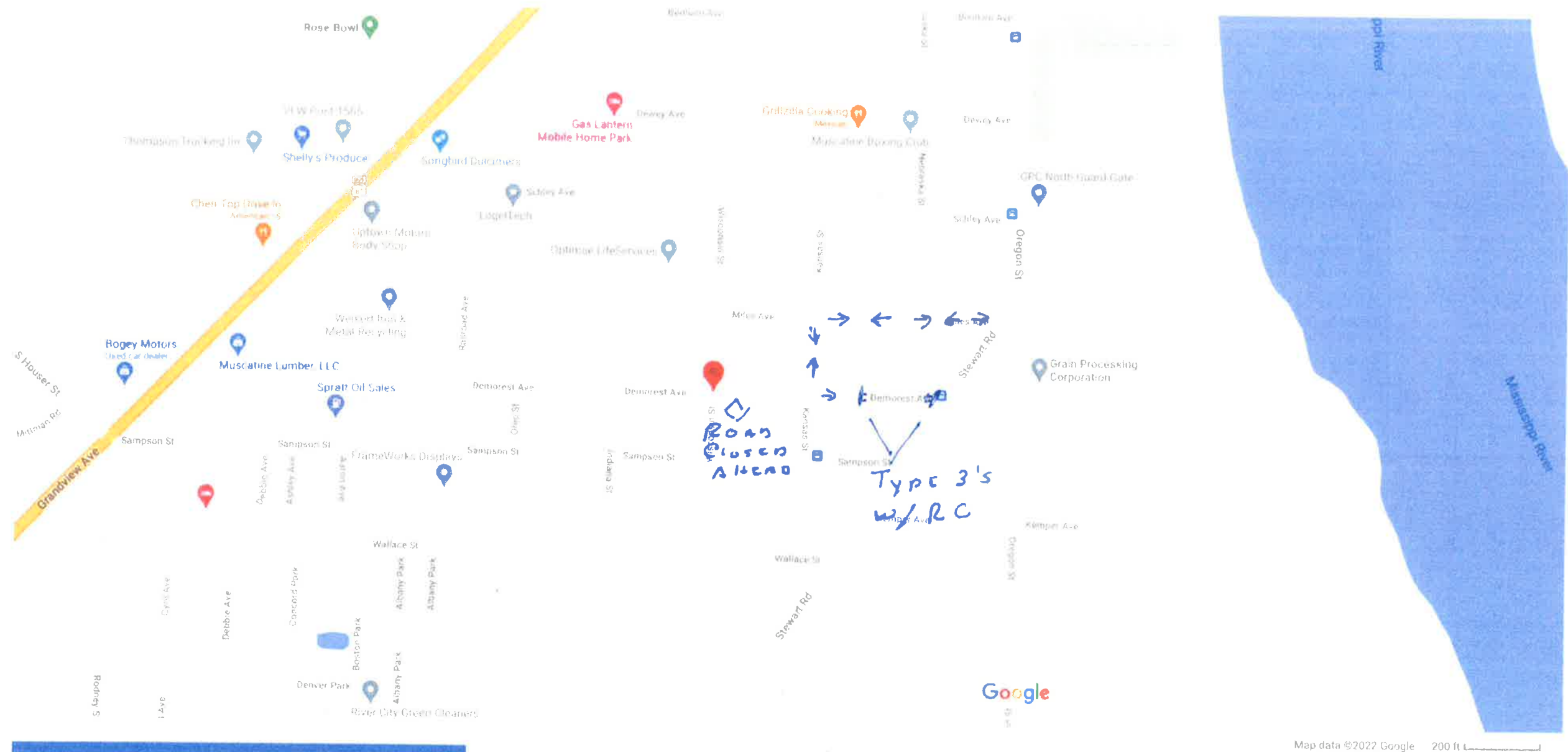
The sewer line is required to be properly abandoned at the main as part of the demolition of the house at the 1705 Demorest. The work will begin May 8th and the road will be open again by May 12, 2023.

CITY FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Proposed Demorest Road Closure Map



Demorest Ave

Hometown will be working on Demorest
Between Stewart Rd and Kansas St.
Detour will be Kansas to miles -
and miles to Kansas

**OFFICIAL PROCEEDINGS OF THE
BOARD OF WATER, ELECTRIC,
AND COMMUNICATIONS TRUSTEES
OF THE CITY OF MUSCATINE, IOWA
MARCH 28, 2023 – 5:30 P.M.**

The Board of Trustees met in regular session at Muscatine Power and Water's Administration/Operations Building, 3205 Cedar Street, Muscatine, Iowa, on Tuesday, March 28, 2023 at 5:30 p.m.

Chairperson Kevin Fields called the meeting to order. Additional members of the Board present were as follows: Trustees Steven Bradford, Susan Eversmeyer, Tracy McGinnis, and Keith Porter.

Also present were Gage Huston, General Manager of Muscatine Power and Water (MPW); Kelly Miller, Board Secretary; Erika Cox, Brandy Olson, Mark Roberts, Ryan Streck, and Doug White of MPW. Additional guests included Dave Berg (Dave Berg Consulting), Tom Mergen, Don Curry, Lisa Brunie McDermott, Bryan Popelka, Nikki Sink, Kent Jurgensen, Jean Clark, Rebecca Paulsen, Sal LoBianco, Jessica Brackett, Linda Schmarje, Jim Elias, and Lance Rowell were also present.

Ms. Clark made a public comment.

Trustee Eversmeyer moved, seconded by Trustee Porter, to approve the February 28, 2023 Audit/Finance Committee meeting minutes, the Public Hearing minutes, and regular Board meeting minutes. All Trustees voted aye. Motion carried.

Trustee Bradford moved, seconded by Trustee McGinnis, to ratify payments totaling \$5,985,325.71 for the Electric Utility, \$461,743.57 for the Water Utility, and \$1,147,776.31 for the Communications Utility, for a cumulative total of \$7,594,845.59. All Trustees voted aye. Motion carried.

Mr. Huston introduced a recommendation to approve a two-year Electric Utility base rate adjustment plan. A Cost-of-Service/Rate Design Study for the Electric Utility was conducted by Mr. Berg of Dave Berg Consulting, LLC (DBC). He had reviewed the results of the Study with the Audit/Finance Committee prior to the Board meeting. Mr. Roberts continued that Management is recommending overall 1.3% electric base rate increases to be effective July 1, 2023, and July 1, 2024. The combined recommended increases are slightly higher than the assumptions included in the Electric Utility's most recent Ten-Year Financial Projection. Management believes the increases are necessary to maintain the long-term financial stability of the Utility. Even with the proposed rate increases, MPW's electric rates will remain competitive and below State and national averages. Mr. Berg provided a high-level summary of the Electric Cost of Service and Rate Design Study results during the Board meeting. A summary was included as an attachment to the memo, including a table of proposed rates and bill comparisons for different types of customers, and the full study was provided as well. There was no recommended change to the rate design for electric services. After additional discussion, the following resolution was submitted:

**RESOLUTION 23-07
ELECTRIC UTILITY RATE ADJUSTMENT**

WHEREAS, certain studies have been made of the financial condition of the Electric Utility and presented to the Board of Water, Electric, and Communications Trustees for its consideration; and,

WHEREAS, the Board has reviewed these studies and determined a revenue increase is necessary to keep the Electric Utility in sound financial condition; now therefore,

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa that electric revenue be increased by 1.3% effective with electric billings after July 1, 2023 and by another 1.3% effective with electric billings after July 1, 2024;

BE IT FURTHER RESOLVED, that said increases be effected by adoption of the rates for each customer class delineated in the March 28, 2023 Electric Cost of Service and Rate Design Study completed by Dave Berg Consulting, LLC; and,

BE IT FURTHER RESOLVED, that proper notice be given to contract consumers in accordance with the terms of the contracts.

Trustee Eversmeyer moved, seconded by Trustee Bradford, that said resolution should be passed, approved, and adopted on this 28th day of March 2023. On roll call Trustees McGinnis, Bradford, Eversmeyer, Porter, and Fields voted aye. Voting nay, none. Resolution carried.

Next on the agenda Mr. Huston introduced the recommendation to approve the recommended Water rate adjustments of 8.0% effective July 1, 2023 and 4.0% effective July 1, 2024. The proposed rate increase is cost-of-service based and is the result of a Water Utility Cost of Service and Rate Design Study completed by DBC. The Water Utility's costs are reviewed based on the cost to serve various classes of customer and broken out by various rate components that reflect customer-, demand- and commodity-related costs. The proposed rate adjustments for the various customer classes and rate components are recommended based on an effort to align revenues with the cost of providing water services to MPW's customers, by class of customer by rate component. The results of the Water Cost of Service and Rate Design Study were reviewed with the Audit/Finance Committee at its February 28, 2023 meeting. Mr. Berg provided a high-level summary of the Water cost-of-service study results during the Board meeting. A summary of the results was included in the attachment to the memo, including a table of proposed rates and bill comparisons for different types of customers. After additional discussion, the following resolution was submitted:

**RESOLUTION 23-08
WATER UTILITY RATE ADJUSTMENT**

WHEREAS, certain studies have been made of the financial condition of the Water Utility and presented to the Board of Water, Electric, and Communications Trustees for its consideration; and,

WHEREAS, the Board has reviewed these studies and determined a revenue increase is necessary to keep the Water Utility in sound financial condition; now therefore,

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa that water revenue be increased by 8.0% effective with water billings after July 1, 2023 and 4.0% effective with water billings after July 1, 2024;

BE IT FURTHER RESOLVED, that said increases be effected by adoption of the rates for each customer class delineated in the March 28, 2023 Water Cost of Service and Rate Design Study completed by Dave Berg Consulting, LLC; and,

BE IT FURTHER RESOLVED, that proper notice be given to contract consumers in accordance with the terms of the contracts.

Trustee Porter moved, seconded by Trustee McGinnis, that said resolution should be passed, approved, and adopted on this 28th day of March 2023. On roll call Trustees Porter, Eversmeyer, Bradford, McGinnis, Porter, and Fields voted aye. Voting nay, none. Resolution carried.

Mr. Berg left the meeting at 6:15 p.m.

Next on the agenda Mr. Huston introduced a resolution to approve the Communications Utility's recommended MPW Video price adjustments, effective May 1, 2023, and authorize the General Manager to continue to be responsible for approving tiers, bulk packages, premium services, equipment and other fees, promotional packages, and discounts for all MPW's Communications services as deemed necessary to ensure the financial viability of the Communications Utility. He stated the ever-increasing costs to acquire programming content have long been the major driver in setting and adjusting rates for MPW Video services. Our practice had been to recommend annual rate adjustments to cover programming cost increases. In the 2023 Operating Budget, staff estimated an 8.5% programming cost increase based on known and estimated new costs. Mr. Huston further stated that the overall cost of MPW's Video offerings continues to stay in line with our direct satellite competition, as well as regional benchmarks. This continued competitiveness is because all video providers are facing the price increases from programmers. Mr. Huston also stated that costs for phone services do not experience the same volatility we see with video services, and rates for MPW Telephone services will be held at current levels. After additional discussion, the following resolution was submitted:

RESOLUTION 23-09

WHEREAS, review of the financial condition of the Communications Utility has been completed and reviewed with the Board of Water, Electric, and Communications Trustees for its consideration; and,

WHEREAS, the Board has reviewed this information and determined a revenue adjustment is necessary to keep the Communications Utility in a sound financial condition; now therefore,

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, effective May 1, 2023 the price for MPW TV Basic service shall be \$25.99 per month and Select service shall be \$89.99 per month; and

BE IT FURTHER RESOLVED, the Broadcast Surcharge shall be \$22.09; and

BE IT FURTHER RESOLVED, the Regional Sports Charge for Select service shall be \$9.49; and

BE IT FURTHER RESOLVED, the General Manager of Muscatine Power and Water shall continue to be responsible for approving tier pricing, premium services, equipment fees, promotional packages, and discounts to assure financial viability of the Communications Utility; and

BE IT FURTHER RESOLVED, proper notice be given to consumers in accordance with the terms of the contracts, Federal Communications Commission (FCC) and Iowa State Code.

Trustee Bradford moved, seconded by Trustee Porter, that said resolution should be passed, approved, and adopted on this 28th day of March 2023. On roll call Trustees McGinnis, Bradford, Eversmeyer, Porter, and Fields voted aye. Voting nay, none. Resolution carried.

Mr. Huston introduced the following Resolution to approve the Communications Utility's recommended Internet package restructure and Internet rate adjustments, effective May 1, 2023. Mr. Huston stated that people need bandwidth. And that need grows every time a new device enters the home, or a new user becomes active. But because a family's needs grow incrementally, their internet connection is usually under-sized. In 2022, Staff set in motion a multi-phased plan to give MPW customers the internet speeds they need while lowering the price barriers to our highest bandwidth offerings. Costs for internet services are not as volatile as video services and the growth in internet subscribers has enabled staff to creatively maneuver customers to higher speed options that will be the same price; and in some cases, less than they are paying at present.

Mr. Huston stated that MPW enjoys significant market share for internet services, but competitive pressures remain present. These changes will position MPW to stave off any internet service provider (ISP) that may consider overbuilding in Muscatine as they have done in other nearby cities. Our new lower priced, symmetrical 1G service now compares favorably to regional providers. After additional discussion, the following resolution was submitted:

RESOLUTION 23-10

WHEREAS, review of the Communications Utility Internet structure has been completed and reviewed with the Board of Water, Electric, and Communications Trustees for its consideration; and,

WHEREAS, review of the financial condition of the Communications Utility has been completed and reviewed; and,

WHEREAS, the Board has reviewed this information and determined that a restructure of the internet packages and internet service pricing adjustments maintain the Communications Utility in a sound financial condition; now therefore,

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, that the Residential and Business Class 50M Internet packages and Residential 500M Internet package be eliminated; and

BE IT FURTHER RESOLVED, that effective May 1, 2023 the packages and prices for MPW Residential Internet be as follows: 15M at \$30.99; 100M at \$50.99; 250M at \$65.99; 1G at 80.99; and

BE IT FURTHER RESOLVED, that effective May 1, 2023 the packages and prices for MPW Business Class Internet be as follows: 15M at \$59.99; 100M at \$79.99; 250M at \$109.99; 500M at \$149.99; and 1G at 189.99; and

BE IT FURTHER RESOLVED, Residential customers that subscribe to MPW TV and Internet at 100M or more, receive a \$5.00 per month discount on Internet services; and

BE IT FURTHER RESOLVED, that proper notice be given to customers in accordance with the terms of the contracts, Federal Communications Commission (FCC) and Iowa State Code.

Trustee Eversmeyer moved, seconded by Trustee Porter, that said resolution should be passed, approved, and adopted on this 28th day of March 2023. On roll call Trustees McGinnis, Bradford, Eversmeyer, Porter, and Fields voted aye. Voting nay, none. Resolution carried.

The next agenda item was Recommendation to Set Dates for Receipt of Bids/Conduct a Public Hearing on the West Hill Pump Station – Exterior Improvements Project (2C-WD230288). Mr. Huston stated that the scope of this project involves improving the exterior on the West Hill pump station as continued maintenance to allow the life of the 56-year-old building to be extended and maintain the level of appearance that reflects the high quality and reliability of MPW's water service. Improvements will include roof demolition and replacement; repairs to exterior walls and windows; repairs to doorways; and MPW sign fabrication and installation. It is management's recommendation the public hearing be set for May 30, 2023, at 5:28 p.m. The following resolution was submitted:

RESOLUTION 23-11

WHEREAS, plans and specifications have been prepared for the West Hill Pump Station – Exterior Improvements Project; and,

WHEREAS, said proposed plans and specifications and proposed form of contract are now on file with the Secretary of the Board and the Board finds the same are in substantial conformity with the requirements necessary to carry out said plans; now therefore, the West Hill Pump Station – Exterior Improvements Project is tentatively approved; and,

BE IT RESOLVED, that the date of May 2, 2023 at 3:30 p.m., is hereby set for receipt of bids on the West Hill Pump Station – Exterior Improvements Project at which time the Board's duly appointed representatives are hereby authorized, empowered and directed to receive, open and read aloud all sealed bids, and receive and record all oral bids, and keep a written record of said proceedings and notice of receipt of bids to bidders is published not less than thirteen (13) days nor more than forty-five (45) days prior to said date for receipt of bids all as required by the Code of Iowa; and,

BE IT FURTHER RESOLVED, that the hearing on said plans and specifications and proposed form of contract as provided by statute, be held at the office of the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa on May 30, 2023 at 5:28 p.m., and notice of public hearing to bidders be published not less than four (4) days nor more than twenty (20) days prior to said hearing all as required by the code of Iowa.

Trustee McGinnis moved, seconded by Trustee Bradford, that said resolution should be passed, approved, and adopted on this 28th day of March 2023. On roll call Trustees McGinnis, Bradford, Eversmeyer, Porter, and Fields voted aye. Voting nay, none. Resolution carried.

Mr. Huston introduced the following resolution requesting the Muscatine Mayor and City Council designate the week of May 7-13, 2023 as Drinking Water Week:

RESOLUTION 23-12***DRINKING WATER WEEK*****May 7-13, 2023**

WHEREAS, the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa wish to recognize its customers and employees during Drinking Water Week; and,

WHEREAS, water is our most valuable natural resource; and,

WHEREAS, Muscatine's municipal water supply provides many benefits to the community, including supporting public health, providing fire protection, supporting our economy, and sustaining the quality of life we enjoy; and,

WHEREAS, MPW provides our homes, businesses, farms, social service, and local government agencies with reliable, efficient and low-cost water services; employing sound business practices designed to ensure the best possible service at the lowest possible rate; now therefore,

BE IT RESOLVED, the Board of Trustees request the Mayor and City Council designate the week of May 7-13, 2023, as Drinking Water Week in Muscatine, in order to honor MPW, its employees who work together to provide the best possible water services; and its consumer-owners, and,

BE IT FURTHER RESOLVED, Muscatine will join hands with other communities across the nation to celebrate the benefits of a consumer-owned water utility for our local and national progress.

Trustee Porter moved, seconded by Trustee Eversmeyer, that said resolution should be passed, approved, and adopted on this 28th day of March 2023. On roll call Trustees McGinnis, Bradford, Eversmeyer, Porter, and Fields voted aye. Voting nay, none. Resolution carried.

The next item on the agenda was the 2023 Power Supply Study Results and Recommendations presented by Mr. Huston. The summary of the Muscatine Power and Water (MPW) 2022 Power Supply Study was reviewed at the February 2023 Board meeting. On March 6, 2023, MPW hosted a Customer Forum to review the results of the study and to hear feedback and questions from customers. Staff reviewed feedback it has received over the past few years from customers and stakeholders related to its Powering The Future initiative and the latest study results. Staff also recapped key conclusions from the latest study, reviewed staff's recommendations, and facilitated additional dialog with the Trustees on the direction of MPW's power supply portfolio.

Public comments were made by Ms. Brunie-McDermott, Ms. Paulsen, Ms. Clark, Mr. Popelka, Mr. LoBianco, and Ms. Brackett.

After discussion from the board and Mr. Huston, a revised motion was presented by Trustee Bradford. Motion to support the strategic direction of MPW's Powering the Future initiative, as recommended by staff, presented by the General Manager, and reviewed with the Board during the March meeting.

Trustee Bradford moved, seconded by Trustee Eversmeyer, to support the strategic direction of MPW's Powering The Future initiative, as recommended by staff, presented by the General Manager, and reviewed with the Board during the March Board meeting. All Trustees voted aye. Motion carried.

In the March GM Report, Mr. Huston updated the Board on the following topics:

- MPW Safety achievement with an Improved Experience Modification Rate, MPW's (EMR) is 0.89, a significant decrease of 1.03 from 2018 (a "Mod Rate" of 1.0 is average, while numbers lower than 1.0 are better than average)
- Revised PSF expected for effluent limit guidelines for unit 9 bottom ash system upgrades project
- APPA Legislative Rally updated, provided by Ms. Olson
- Capacity Bilateral Deal; increase in price of capacity; driven by lower accreditation of renewables entering the Midcontinent Independent System Operator (MISO) market; retirement of thermal units; this year's auction undergoing major change primarily with MISO implementation of seasonal capacity framework

The February Financial highlights and Financial Results Summaries were reviewed by Mr. Roberts.

There were no entries on the Competitive Quotes for Public Improvements Report.

Mr. Huston reviewed the Monthly Project Status Report and Variance Analysis reports.

Mr. Huston reviewed the February 2023 Departmental Reports, and Mr. White reviewed the Powering the Future section of the departmental reports.

Trustee Eversmeyer moved, seconded by Trustee Bradford, to receive and place on file the March 2023 Utility Reports. All Trustees voted aye. Motion carried.

The meeting of the Board of Trustees was adjourned at 8:00 p.m.

BOARD OF WATER, ELECTRIC, AND
COMMUNICATIONS TRUSTEES OF
THE CITY OF MUSCATINE, IOWA



Kelly Miller
Board Secretary

Muscatine County Board of Supervisors
Monday, April 24, 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.

Wellmark Executive Account Representative Devonne Harford gave a presentation of the 2023 Renewal Report. Harford reviewed various health claim statistics and group demographics with the Board stating the current allowed per member per year (PMPY) for county employees is \$8,535 with a 45.1% change from the prior period. Harford stated the PMPY is a 20.7% variance from the Wellmark benchmark. Harford stated the increase to expected claims to be 7.73% and the increase to suggested rates to be 8.94%.

On a motion by Sorensen, second by Kirchner the Board approved 10 upcoming special event permits for Ardon Creek Vineyard and Winery, LLC, as requested by Kim James, General Manager. (Article III, Section 3.26 of the Zoning Ordinance allows native wineries or cider mills as a special use, subject to specific requirements, including Board of Supervisors' approval of any special event at which (1) wine will be sold for onsite consumption and (2) attendance of more than 35 persons is anticipated). Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved the following utility permit: Eastern Iowa Light and Power REC, Wilton, Iowa -bore three-2-inch duct across 180th Street from an existing pole to a grain bin. Section 17-T77N-01W. Ayes: All.

County Engineer Bryan Horesowsky updated the Board on secondary road projects. Horesowsky stated the department recently received a motor grader ordered in November 2021.

On a motion by Sorensen, second by Mather, the Board approved the minutes of the April 17, 2023 regular meeting. Ayes: All.

Correspondence:

All Supervisors received an email from Alyce Spoto questioning if gravel trucks traveling on Mulberry Avenue can be cited if they do not have their loads covered. Sorensen stated he contacted Sheriff Riess regarding the Iowa Code that addresses this issue.

All Supervisors received an email invitation for the Levee Stakeholder's Commission meeting on May 4, 2023, 4:00 p.m. at the Merrill Hotel.

All Supervisors received a phone call from James Buser regarding uncontrolled intersections on rural roads in the county.

Sauer received a call from a resident regarding all-terrain vehicles (ATV) and off-road utility vehicles (OTV) on county roads and how the county restrictions correspond with the state restrictions and ordinances. Administrative Services Director Nancy Schreiber stated she will contact County Attorney Jim Barry to review the regulations and if any changes should be discussed.

Chick received several calls from residents requesting information regarding county road restrictions for ATV/OTV usage.

Kirchner received a call from Rhonda Hahn regarding a neighboring property on Echo Avenue, Letts, with garbage and refuse. Kirchner contacted Planning and Zoning Administrator Eric Furnas.

Committee and Meetings Reports:

Sorensen attended an Eastern Iowa Mental Health and Disability Region meeting on April 17, 2023.

Sorensen attended a Bi-State Finance Committee meeting on April 19, 2023.

Sorensen attended a County-wide Emergency Management Services (EMS) meeting on April 19, 2023 regarding rural ambulance services.

Sorensen attended a State Mental Health and Disability Services Region meeting on April 20, 2023. Sorensen stated this was his final meeting as he did not accept the re-appointment to this board.

Mather attended a Decategorization Board meeting on April 18, 2023.

Mather attended a Wilton Chamber and Development Alliance Board meeting on April 19, 2023.

Mather attended a Muscatine County Veterans Affairs Commission meeting on April 19, 2023.

Sauer attended a Muscatine County Conservation Board meeting on April 17, 2023.

Sauer attended a Riverbend Transit Board meeting on April 19, 2023.

Chick attended a Mississippi Valley Workforce Area CEO Board meeting on April 18, 2023.

Chick attended a Mississippi Valley Workforce Area New CEO training meeting on April 21, 2023.

Kirchner attended a Muscatine County Fair Board meeting on April 20, 2023.

Kirchner attended a Muscatine County Fair Work Day on April 22, 2023.

On a motion by Sorensen, second by Mather, the Board authorized the Chair to execute a contract with Cost Advisory Service Inc. for cost allocation services for FY22/23, FY23/24 and FY24/25.

On a motion by Mather, second by Sorensen, the Board accepted the April 2023 payroll claims.

Administrative Services Director Nancy Schreiber stated the Joint City/School District/County meeting will be held on Thursday, April 27, 2023 at 6:30 p.m. The location is to be determined as the Riverview Center has flooding issues.

Charles Lorensen, 1808 Briarwood Lane, Muscatine, Iowa stated his concerns with the Board agenda not posted on the county bulletin board on Friday morning and stated the Muscatine Journal no longer publishes the agenda. Lorensen stated his concerns with property tax increases. Lorensen requested that citizens should be informed of the agenda items for public meetings and to lower the county budget.

The meeting was adjourned at 9:54 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 05/02/2023 - 1:42PM
 Batch: 00009.04.2023



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
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVEN	PR Batch 00001.04.2023 State Income T	04/14/2023	0	81.17	
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVEN	PR Batch 00002.04.2023 State Income T	04/28/2023	0	87.72	
		Vendor Subtotal:			168.89	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	8,529.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	3,309.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	1,900.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	2,092.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	1,272.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	448.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	2,622.00	
		Vendor Subtotal:			20,173.50	
1000-01-1132-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	7,704.00	
1000-01-1132-61220	LAW OFFICES OF HOPKINS & HUB	†March Legal	04/30/2023	0	777.00	
		Vendor Subtotal:			8,481.00	
1000-01-1132-64200	IAPELRA	Winter Meeting Registration S Romagnol	04/30/2023	0	30.00	
		Vendor Subtotal:			30.00	
1000-01-1132-69200	FEDEX	Return Police Tests	04/30/2023	0	15.07	
		Vendor Subtotal:			15.07	
1000-01-1144-52840	FAMILY EYE & CONTACT LENS CN	Safety Glasses - Schlapkohl	04/30/2023	0	125.00	

		Vendor Subtotal:		125.00
1000-01-1144-61550	GENESIS HEALTH SYSTEM-OCC HI Random - Sink	04/30/2023	0	32.00
		Vendor Subtotal:		32.00
1000-01-1144-69500	ACCT 9559384 QUAD CORPORATION Randoms - 179334/179335/181673/1830	04/30/2023	0	120.00
		Vendor Subtotal:		120.00
1000-05-1141-63200	CEDAR STREET INVESTMENTS LLC May 2023	05/02/2023	0	300.00
		Vendor Subtotal:		300.00
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Bills 4/6/23	04/30/2023	0	335.00
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Minutes 4/6/23	04/30/2023	0	212.63
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Ordinance 2023-0092	04/30/2023	0	60.98
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Minutes 4/13/23	04/30/2023	0	103.73
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN Zoning Board of Adjustments	04/30/2023	0	46.35
		Vendor Subtotal:		758.69
1000-05-1143-51100	AMAZON.COM Brown Legal Wallet	04/28/2023	0	46.90
		Vendor Subtotal:		46.90
1000-05-1143-62370	LUPTON & TOYNE PRINTERS #10 Window Envelopes with City Logo /	05/02/2023	0	197.50 00024128
		Vendor Subtotal:		197.50
1000-05-1145-69200	UNITED STATES POSTAL SERVICE Postage	05/02/2023	0	2,000.00
		Vendor Subtotal:		2,000.00
1000-05-1146-65240	MUSCATINE POWER & WATER March Internet - PW	04/30/2023	0	387.00
		Vendor Subtotal:		387.00

1000-05-1146-65260	VERIZON WIRELESS	April	04/30/2023	0	40.01
Vendor Subtotal:					40.01
1000-10-1221-32530	ALISSA JIRAK	Refund Electrical Permit	04/30/2023	0	141.00
1000-10-1221-32530	ALISSA JIRAK	Refund Plumbing Permit	04/30/2023	0	174.00
Vendor Subtotal:					315.00
1000-10-1221-32540	ADAN AREGUIN	Refund Mechanical Permit	04/30/2023	0	171.00
Vendor Subtotal:					171.00
1000-10-1221-61340	POINT & PAY	March Service Fee	04/28/2023	0	15.00
Vendor Subtotal:					15.00
1000-10-1221-62120	FREERS & SONS TREE SERVICE	906 W 8th St - Removal of Dead/Dying F	04/28/2023	0	550.00 00024052
Vendor Subtotal:					550.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 109 Grover St	04/28/2023	0	105.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 1216 Smalley St	04/28/2023	0	85.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 208 Roselawn Ave	04/28/2023	0	85.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 2003 Breese Ave	04/28/2023	0	21.13
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 519 Orange St	04/28/2023	0	22.56
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 1815 Schley Ave	04/28/2023	0	9.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 1114 Nebraska St	04/28/2023	0	11.13
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 1216 E 2nd St	04/28/2023	0	21.38
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 606 Chestnut St	04/28/2023	0	11.09
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 2203 Lucas St	04/28/2023	0	32.77
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 615 Mulberry Ave	04/28/2023	0	28.44
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 203 Clinton St	04/28/2023	0	85.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 606 Chestnut St	04/28/2023	0	56.12
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 600 Pine St	04/28/2023	0	14.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 613 W 4th St	04/28/2023	0	17.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 606 W 7th St	04/28/2023	0	38.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 1219 Smalley St	04/28/2023	0	38.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 614 E 6th St	04/28/2023	0	85.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE	Nuisance Abatement - 707 E 6th St	04/28/2023	0	70.40

1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 800 E 6th St	04/28/2023	0	38.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1219 Smalley St	04/28/2023	0	91.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 702 E 8th St	04/28/2023	0	70.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 312 W 8th St	04/28/2023	0	70.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 517 E 6th St	04/28/2023	0	70.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 606 W 7th St	04/28/2023	0	426.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 109 Grover St	04/28/2023	0	52.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 808 E 11th St	04/28/2023	0	14.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 409 Munn St	04/28/2023	0	282.40
	Vendor Subtotal:				1,956.12
1000-10-1221-65100	QUAD CITY TIMES & MUSC JOURN	Public Notice - Weeds	04/30/2023	0	82.06
	Vendor Subtotal:				82.06
1000-10-1221-69800	POINT & PAY	March CC Fees	04/28/2023	0	258.91
	Vendor Subtotal:				258.91
1000-15-1311-52300	PHELPS CUSTOM IMAGE WEAR	Set UP Fee	04/30/2023	0	30.00
	Vendor Subtotal:				30.00
1000-15-1311-53110	AMAZON.COM	Elkay LZS8WSLK - Water Bottle Filling	04/28/2023	0	1,306.89 00023988
	Vendor Subtotal:				1,306.89
1000-15-1311-61520	PEORIA-TAZEWEELL PATHOLOGY C	Medical M Patel DOS 3/15/23	04/30/2023	0	38.70
	Vendor Subtotal:				38.70
1000-15-1311-61520	ACCT 9559384 QUAD CORPORATION	Pre-Employment A Engleking	04/30/2023	0	1,146.00
	Vendor Subtotal:				1,146.00
1000-15-1311-61660	STANARD & ASSOCIATES INC	Police Testing	04/30/2023	0	64.00
	Vendor Subtotal:				64.00

1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 4/9/23	04/30/2023	0	787.20
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 4/16/23	04/30/2023	0	787.20
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 4/23/23	04/30/2023	0	787.20
		Vendor Subtotal:			2,361.60
1000-15-1311-62530	STERICYCLE INC	Shredding	04/28/2023	0	36.72
		Vendor Subtotal:			36.72
1000-15-1311-64120	TODD KOCH	Reimb Meal 4/13/23	04/30/2023	0	13.34
		Vendor Subtotal:			13.34
1000-15-1311-65210	CENTURYLINK	April Phones - Police	04/30/2023	0	81.24
1000-15-1311-65210	CENTURYLINK	April Phones - Police	04/30/2023	0	88.32
		Vendor Subtotal:			169.56
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS INC	Copier	04/30/2023	0	76.77
		Vendor Subtotal:			76.77
1000-15-1312-68100	MUSCATINE HUMANE SOCIETY	May 2023	05/02/2023	0	7,500.00
		Vendor Subtotal:			7,500.00
1000-20-1321-52250	HEIMAN FIRE EQUIPMENT	Phos-Check 1% Flourine Free Class A/B	04/30/2023	0	874.00 00023787
1000-20-1321-52250	HEIMAN FIRE EQUIPMENT	Phos-Check 1% Flourine Free Class A/B	04/30/2023	0	24.22
1000-20-1321-52250	HEIMAN FIRE EQUIPMENT	Phos-Check 1% Flourine Free Class A/B	04/30/2023	0	10.00
		Vendor Subtotal:			908.22
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT	Black Diamond Rubber Boots Size 11.5M	04/30/2023	0	209.54 00023918
		Vendor Subtotal:			209.54
1000-20-1321-52400	ARNOLD MOTOR SUPPLY	Oil Dri	04/30/2023	0	93.60

			Vendor Subtotal:		93.60
1000-20-1321-52600	MENARDS (MUSC)	Water	04/30/2023	0	41.86
			Vendor Subtotal:		41.86
1000-20-1321-52750	MENARDS (MUSC)	LP Tank Exchange	04/30/2023	0	19.92
			Vendor Subtotal:		19.92
1000-20-1321-52830	FELD FIRE	Voice Amplifier	04/30/2023	0	723.42 00023318
			Vendor Subtotal:		723.42
1000-20-1321-52830	HEIMAN FIRE EQUIPMENT	Bracket Set 3" Saddle/Saddle Bracket/Ha	04/30/2023	0	151.03 00023874
1000-20-1321-52830	HEIMAN FIRE EQUIPMENT	Extend-A-Gun 18" 12 VDC Relay - Vict	04/30/2023	0	1,550.00 00023874
			Vendor Subtotal:		1,701.03
1000-20-1321-52890	ARNOLD MOTOR SUPPLY	Velcro/Double Sided Tape	04/30/2023	0	32.17
			Vendor Subtotal:		32.17
1000-20-1321-52890	MENARDS (MUSC)	Spray Paint/Noodles	04/30/2023	0	50.93
1000-20-1321-52890	MENARDS (MUSC)	Nozzle/Hose	04/30/2023	0	82.98
1000-20-1321-52890	MENARDS (MUSC)	Spray Bottle	04/30/2023	0	13.44
1000-20-1321-52890	MENARDS (MUSC)	Stuff Gaps/Cracks	04/30/2023	0	8.52
1000-20-1321-52890	MENARDS (MUSC)	Bulbs	04/30/2023	0	13.98
			Vendor Subtotal:		169.85
1000-20-1321-52890	S.J. SMITH CO.	Oxygen for Welder	04/30/2023	0	124.28 00024017
1000-20-1321-52890	S.J. SMITH CO.	Oxygen for Welder	04/30/2023	0	10.37
1000-20-1321-52890	S.J. SMITH CO.	Oxygen	04/30/2023	0	124.28
1000-20-1321-52890	S.J. SMITH CO.	Tig Glove/Sureweld	04/30/2023	0	60.01
			Vendor Subtotal:		318.94

1000-20-1321-52890	AMAZON.COM	ID Badge Holder	04/30/2023	0	59.98
1000-20-1321-52890	AMAZON.COM	Batteries	04/30/2023	0	64.99
1000-20-1321-52890	AMAZON.COM	Memory Card Reader	04/30/2023	0	27.98
1000-20-1321-52890	AMAZON.COM	Batteries	04/30/2023	0	67.98
1000-20-1321-52890	AMAZON.COM	Anti-Sway Strap	04/30/2023	0	53.40
1000-20-1321-52890	AMAZON.COM	Dry Erase Board/Markers	04/30/2023	0	48.74
1000-20-1321-52890	AMAZON.COM	Batteries	04/30/2023	0	81.64
1000-20-1321-52890	AMAZON.COM	ID Badge Holders	04/30/2023	0	17.43
Vendor Subtotal:					422.14
1000-20-1321-52890	JOE COLON	Reimb for Pull Up Assistance Bands	04/30/2023	0	49.99
Vendor Subtotal:					49.99
1000-20-1321-53140	ARNOLD MOTOR SUPPLY	Paint Remover	04/30/2023	0	30.99
Vendor Subtotal:					30.99
1000-20-1321-53140	SHERWIN WILLIAMS	Paint	04/30/2023	0	4.19
1000-20-1321-53140	SHERWIN WILLIAMS	Paint	04/30/2023	0	9.32
Vendor Subtotal:					13.51
1000-20-1321-53220	ARNOLD MOTOR SUPPLY	Clamp	04/28/2023	0	28.08
1000-20-1321-53220	ARNOLD MOTOR SUPPLY	Filter	04/30/2023	0	50.34
1000-20-1321-53220	ARNOLD MOTOR SUPPLY	Filter	04/28/2023	0	11.97
1000-20-1321-53220	ARNOLD MOTOR SUPPLY	Battery Pack	04/28/2023	0	11.87
Vendor Subtotal:					102.26
1000-20-1321-53220	MILLS MARINE	Fuel Filter/Pump	04/30/2023	0	58.33
Vendor Subtotal:					58.33
1000-20-1321-53220	RELIANT FIRE APPARATUS	Primer Valve for Stock Parts	04/28/2023	0	111.23 00023961
1000-20-1321-53220	RELIANT FIRE APPARATUS	Primer Valve for Engine #310	04/28/2023	0	88.63 00023961
Vendor Subtotal:					199.86

1000-20-1321-53220	AMAZON.COM	Gaoshun Kawasaki Mule Left Right Rear	04/28/2023	0	39.98 00024009
1000-20-1321-53220	AMAZON.COM	Caltric 2 Rear Brake Drum - for Mule #3:	04/28/2023	0	117.61 00024009
1000-20-1321-53220	AMAZON.COM	Caltric Front and Rear Brake Shoes with	04/28/2023	0	118.00 00024009
1000-20-1321-53220	AMAZON.COM	Plugs/Caps for Dryer Rack	04/30/2023	0	38.56
Vendor Subtotal:					314.15
1000-20-1321-61520	ADVANCED RADIOLOGY S.C	Medical S Martin DOS 1/30/23 Code: 710	04/30/2023	0	38.78
Vendor Subtotal:					38.78
1000-20-1321-61550	GENESIS HEALTH SYSTEM-OCC HI	Pre-Employment Drug - E Joslyn	04/30/2023	0	30.00
Vendor Subtotal:					30.00
1000-20-1321-61560	TMESYS LLC	Prescription - J Hall	04/30/2023	0	593.63
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	04/30/2023	0	225.17
1000-20-1321-61560	TMESYS LLC	Prescription - T Eagle	04/30/2023	0	250.06
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	04/30/2023	0	866.25
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	04/30/2023	0	642.26
Vendor Subtotal:					2,577.37
1000-20-1321-61560	WORKERS COMPENSATION RX SOI	Prescription - J Shryock	04/28/2023	0	1,969.75
Vendor Subtotal:					1,969.75
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	04/28/2023	0	28.97
Vendor Subtotal:					28.97
1000-20-1321-62370	SIGN PRO	Sintra 3MM Tags	04/28/2023	0	9.00
Vendor Subtotal:					9.00
1000-20-1321-62370	SYCAMORE PRINTING INC	MFD Double Sided Post Cards	04/28/2023	0	53.00
1000-20-1321-62370	SYCAMORE PRINTING INC	Certificate of Completion - Martin/Wilde	04/28/2023	0	26.12
Vendor Subtotal:					79.12

1000-20-1321-64200	JONES & BARTLETT LEARNING, LL	Registratin Fee - M Hartman	04/30/2023	0	98.95
		Vendor Subtotal:			98.95
1000-20-1321-65240	CENTURYLINK	April Phones - Fire	04/28/2023	0	134.84
		Vendor Subtotal:			134.84
1000-20-1321-67140	A-1 QUALITY TIRE & CAR CARE	Mount Tire	04/28/2023	0	46.00 00024070
1000-20-1321-67140	A-1 QUALITY TIRE & CAR CARE	Tires for Mule #350	04/28/2023	0	440.00 00024070
1000-20-1321-67140	A-1 QUALITY TIRE & CAR CARE	Mount Tire	04/28/2023	0	20.50
1000-20-1321-67140	A-1 QUALITY TIRE & CAR CARE	Tire Mount/Balance	04/28/2023	0	15.00
		Vendor Subtotal:			521.50
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 C Pauls	04/28/2023	0	50.00
		Vendor Subtotal:			50.00
1000-20-1321-69400	RICH HIGGINS - SECRETARY TREAS	APFC Membership - Hartman/Ewers	04/30/2023	0	120.00
		Vendor Subtotal:			120.00
1000-25-1411-52300	MENARDS (MUSC)	Plier/Glove	04/28/2023	0	49.03
		Vendor Subtotal:			49.03
1000-25-1411-53110	MENARDS (MUSC)	Gloves	04/28/2023	0	15.55
		Vendor Subtotal:			15.55
1000-25-1411-61550	ACCT 9559384 QUAD CORPORATION	Pre-Employment Drug - J Rangel	04/30/2023	0	30.00
		Vendor Subtotal:			30.00
1000-25-1411-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Greenwood	04/28/2023	0	12.60

		Vendor Subtotal:			12.60
1000-25-1411-65310	ALLIANT ENERGY	March Gas - Greenwood	04/28/2023	0	417.33
1000-25-1411-65310	ALLIANT ENERGY	March Gas - Greenwood	04/28/2023	0	33.53
		Vendor Subtotal:			450.86
1000-25-1422-38620	ROBERTO CASILLAS	Refund	04/28/2023	0	175.00
		Vendor Subtotal:			175.00
1000-25-1422-38620	STACEY HOLMES	Refund	04/30/2023	0	125.00
		Vendor Subtotal:			125.00
1000-25-1422-38620	JENNIFER PHELPS	Refund	04/30/2023	0	125.00
		Vendor Subtotal:			125.00
1000-25-1422-38620	LYNNETTE BURNS	Refund	04/30/2023	0	175.00
		Vendor Subtotal:			175.00
1000-25-1422-38620	SHARON RICE	Refund	04/30/2023	0	175.00
		Vendor Subtotal:			175.00
1000-25-1423-38620	ALISON AXTELL	Refund	04/30/2023	0	30.00
		Vendor Subtotal:			30.00
1000-25-1423-52100	MENARDS (MUSC)	Gloves/Pruner Combo	04/28/2023	0	99.91
1000-25-1423-52100	MENARDS (MUSC)	Potting Soil/Safety Vests/Measuring Cup	04/28/2023	0	78.22
1000-25-1423-52100	MENARDS (MUSC)	Red Stem Dogwoods	04/28/2023	0	124.95 00024003
		Vendor Subtotal:			303.08

1000-25-1423-52250	D & K PRODUCTS	Bags of Casaron G-4	04/28/2023	0	855.00 00023932
1000-25-1423-52250	D & K PRODUCTS	Gallons of Aquasweep (Item 8)	04/28/2023	0	250.00 00023520
1000-25-1423-52250	D & K PRODUCTS	Gallons of Captain XTR (Item 36)	04/28/2023	0	302.00 00023520
1000-25-1423-52250	D & K PRODUCTS	Gallons of Tribune (Item 12)	04/28/2023	0	1,148.00 00023520
1000-25-1423-52250	D & K PRODUCTS	Gallons of Roundup Pro (Item 2)	04/28/2023	0	197.75 00023520
1000-25-1423-52250	D & K PRODUCTS	Cases of AquaBlue Select (Item 17)	04/28/2023	0	174.80 00023520
1000-25-1423-52250	D & K PRODUCTS	Bags of Casaron G-4 (Item 3)	04/28/2023	0	855.00 00023520
Vendor Subtotal:					3,782.55
1000-25-1423-52250	VAN DIEST SUPPLY COMPANY	Gallons of Non-Ionic Surfactant (Item 25)	04/28/2023	0	69.75 00023522
1000-25-1423-52250	VAN DIEST SUPPLY COMPANY	Gallons of Aquaneat (Item 7)	04/28/2023	0	1,098.00 00023522
Vendor Subtotal:					1,167.75
1000-25-1423-52300	MELISSA BAKER	Reimb Uniforms - M Baker	04/28/2023	0	50.00
Vendor Subtotal:					50.00
1000-25-1423-52300	MARK COLBERG	Reimb Shoes - M Colberg	04/28/2023	0	75.00
Vendor Subtotal:					75.00
1000-25-1423-52740	SMITH SALES & SERVICE	Oil	04/28/2023	0	84.00
Vendor Subtotal:					84.00
1000-25-1423-52750	REXCO EQUIPMENT INC	Anti-Freeze	04/28/2023	0	113.24 00024114
Vendor Subtotal:					113.24
1000-25-1423-52830	MENARDS (MUSC)	Jab Saw/Wrench/Hammer	04/28/2023	0	92.93
1000-25-1423-52830	MENARDS (MUSC)	Drill Bits/Drive Bits/Adapter	04/28/2023	0	98.06
Vendor Subtotal:					190.99
1000-25-1423-52890	FASTENAL COMPANY	Jobbers	04/28/2023	0	78.55
Vendor Subtotal:					78.55

1000-25-1423-52890	GRAINGER DEPT 802675066	Padlock	04/28/2023	0	82.44
Vendor Subtotal:					82.44
1000-25-1423-52890	MENARDS (MUSC)	Plastic Sheeting	04/30/2023	0	99.99
1000-25-1423-52890	MENARDS (MUSC)	Lock Nut	04/28/2023	0	14.28
1000-25-1423-52890	MENARDS (MUSC)	Tool Box/Towels/Hand Sanitizer	04/28/2023	0	90.96
Vendor Subtotal:					205.23
1000-25-1423-53110	MENARDS (MUSC)	Tote	04/30/2023	0	51.92
1000-25-1423-53110	MENARDS (MUSC)	Caulk Gun/Plumbers Putty	04/28/2023	0	11.13
Vendor Subtotal:					63.05
1000-25-1423-53120	MENARDS (MUSC)	Seafoam/Starter Cable	04/28/2023	0	13.97
Vendor Subtotal:					13.97
1000-25-1423-53130	MENARDS (MUSC)	Sink Drain	04/28/2023	0	22.99
1000-25-1423-53130	MENARDS (MUSC)	Hose Tap/Rubber Washers	04/28/2023	0	77.25
Vendor Subtotal:					100.24
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Supplies	04/28/2023	0	25.91
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Supplies	04/28/2023	0	79.61
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Nut/Washer/Threaded Coupling	04/28/2023	0	13.03
Vendor Subtotal:					118.55
1000-25-1423-53220	MTI DISTRIBUTING INC	Bearing/Shim	04/28/2023	0	25.00 00023670
1000-25-1423-53220	MTI DISTRIBUTING INC	Bearing/Shim	04/28/2023	0	240.66
Vendor Subtotal:					265.66
1000-25-1423-53220	MUSCATINE LAWN & POWER	Bearing	04/28/2023	0	9.94
Vendor Subtotal:					9.94

1000-25-1423-61550	ACCT 9559384 QUAD CORPORATION	Pre-Employment Drug - C Wagg	04/30/2023	0	30.00
		Vendor Subtotal:			30.00
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	04/28/2023	0	9.10
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	04/28/2023	0	9.10
		Vendor Subtotal:			18.20
1000-25-1423-65210	CENTURYLINK	April Phones - River Center	04/28/2023	0	65.49
1000-25-1423-65210	CENTURYLINK	April Phones - Marina	04/28/2023	0	65.62
		Vendor Subtotal:			131.11
1000-25-1423-65320	MUSCATINE POWER & WATER	March Electric - Parks Comm	04/28/2023	0	17.45
1000-25-1423-65320	MUSCATINE POWER & WATER	March Electric - Levee	04/28/2023	0	34.90
1000-25-1423-65320	MUSCATINE POWER & WATER	March Electric - Musser	04/28/2023	0	34.90
1000-25-1423-65320	MUSCATINE POWER & WATER	March Electric - River Center	04/28/2023	0	59.89
1000-25-1423-65320	MUSCATINE POWER & WATER	March Electric - Maint Shed	04/28/2023	0	522.68
		Vendor Subtotal:			669.82
1000-25-1423-65410	MUSCATINE POWER & WATER	March Water - River Center	04/28/2023	0	32.44
1000-25-1423-65410	MUSCATINE POWER & WATER	March Water - Maint Shed	04/28/2023	0	21.36
		Vendor Subtotal:			53.80
1000-25-1423-67140	MUSCATINE LAWN & POWER	Tire	04/28/2023	0	55.00
		Vendor Subtotal:			55.00
1000-25-1423-67150	ARNOLD MOTOR SUPPLY	Ratchet/Tie Down	04/28/2023	0	70.84
1000-25-1423-67150	ARNOLD MOTOR SUPPLY	Lift Support	04/28/2023	0	19.26
		Vendor Subtotal:			90.10
1000-25-1423-67200	MICHAEL W SCHULTE	Repair Glass in Greenhouse	04/28/2023	0	94.09

Vendor Subtotal:					94.09
1000-25-1423-73700	MENARDS (MUSC)	Hanger/Screw/Lumber	04/28/2023	0	89.52
1000-25-1423-73700	MENARDS (MUSC)	Lag Screw/Lumber	04/28/2023	0	95.58
Vendor Subtotal:					185.10
1000-25-1424-52100	D & K PRODUCTS	17-0-4	04/28/2023	0	2,630.00 00023542
1000-25-1424-52100	D & K PRODUCTS	21-0-4 w/ Merit	04/28/2023	0	2,204.00 00023542
Vendor Subtotal:					4,834.00
1000-25-1424-52250	D & K PRODUCTS	Casoron G-4	04/28/2023	0	712.50 00023542
1000-25-1424-52250	D & K PRODUCTS	Millenium Ultra II - Case	04/28/2023	0	466.00 00023542
1000-25-1424-52250	D & K PRODUCTS	Roundup Weathermax	04/28/2023	0	395.50 00023542
Vendor Subtotal:					1,574.00
1000-25-1424-52250	VAN DIEST SUPPLY COMPANY	Vessel	04/28/2023	0	256.00 00023545
1000-25-1424-52250	VAN DIEST SUPPLY COMPANY	Tebuconazole	04/28/2023	0	493.84 00023545
1000-25-1424-52250	VAN DIEST SUPPLY COMPANY	Chlorothalonil	04/28/2023	0	261.50 00023545
1000-25-1424-52250	VAN DIEST SUPPLY COMPANY	Phosphite Program	04/28/2023	0	426.00 00023545
Vendor Subtotal:					1,437.34
1000-25-1424-52750	ARNOLD MOTOR SUPPLY	Fuel Treatment	04/28/2023	0	16.38
Vendor Subtotal:					16.38
1000-25-1424-52810	IOWA SPORTS SUPPLY	Pitching Rubber	04/28/2023	0	31.00
Vendor Subtotal:					31.00
1000-25-1424-52830	MENARDS (MUSC)	Caster/Clamp	04/28/2023	0	53.94
Vendor Subtotal:					53.94
1000-25-1424-52890	MARK A DIERCKS	Duplicate Keys	04/28/2023	0	4.00

		Vendor Subtotal:			4.00
1000-25-1424-53130	MENARDS (MUSC)	Coupling/Reducer/Bushing	04/28/2023	0	14.75
		Vendor Subtotal:			14.75
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Filter	04/28/2023	0	14.99
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Air Filters	04/28/2023	0	19.08
		Vendor Subtotal:			34.07
1000-25-1424-53220	MENARDS (MUSC)	Claw Hammer/USB Port	04/28/2023	0	83.41
		Vendor Subtotal:			83.41
1000-25-1424-53220	MUSCATINE LAWN & POWER	Ball Joint	04/28/2023	0	74.98
		Vendor Subtotal:			74.98
1000-25-1424-53220	PHILLIPS BROS RENTALS INC	Trimmerhead/Spools	04/28/2023	0	54.97
		Vendor Subtotal:			54.97
1000-25-1424-53220	SINCLAIR	Wire/Filter	04/28/2023	0	91.82
		Vendor Subtotal:			91.82
1000-25-1424-53340	D & K PRODUCTS	Clay Bricks	04/28/2023	0	539.60 00023542
		Vendor Subtotal:			539.60
1000-25-1424-65210	CENTURYLINK	April Phones - Kent Stein	04/28/2023	0	65.99
1000-25-1424-65210	CENTURYLINK	April Phones - Kent Stein	04/28/2023	0	73.86
		Vendor Subtotal:			139.85
1000-25-1424-73500	D & K PRODUCTS	Clay Bricks	04/28/2023	0	539.60 00023889

Vendor Subtotal:					539.60
1000-25-1426-52250	D & K PRODUCTS	Gallons of Roundup Pro (Item 2)	04/28/2023	0	395.50 00023520
Vendor Subtotal:					395.50
1000-25-1426-67150	ARNOLD MOTOR SUPPLY	Vortex Crossover	04/28/2023	0	39.75
Vendor Subtotal:					39.75
1000-25-1427-52100	D & K PRODUCTS	Prokoz Transom 4.5 F	04/28/2023	0	456.00 00023542
1000-25-1427-52100	D & K PRODUCTS	Fertilizer 24-4-12	04/28/2023	0	2,064.00 00023542
1000-25-1427-52100	D & K PRODUCTS	Acelepryn	04/28/2023	0	2,275.00 00023542
1000-25-1427-52100	D & K PRODUCTS	Fertilizer 32-3-5	04/28/2023	0	3,420.00 00023542
Vendor Subtotal:					8,215.00
1000-25-1427-52100	UNITED SEEDS INC	Lbs of Sure Shot	04/28/2023	0	385.00 00023544
1000-25-1427-52100	UNITED SEEDS INC	Lbs of Super Turf 2 Seed	04/28/2023	0	705.00 00023544
Vendor Subtotal:					1,090.00
1000-25-1427-52100	MIDWEST TURF SUPPORT	Perkup	04/28/2023	0	880.00 00023546
1000-25-1427-52100	MIDWEST TURF SUPPORT	Fights On	04/28/2023	0	600.00 00023546
1000-25-1427-52100	MIDWEST TURF SUPPORT	Maxiplex	04/28/2023	0	1,050.00 00023546
1000-25-1427-52100	MIDWEST TURF SUPPORT	Knife Plus	04/28/2023	0	1,040.00 00023546
Vendor Subtotal:					3,570.00
1000-25-1427-52250	D & K PRODUCTS	Trin Pac 11.3% 1 Gallon	04/28/2023	0	184.80 00023542
1000-25-1427-52250	D & K PRODUCTS	Shakedown - Case	04/28/2023	0	111.60 00023542
Vendor Subtotal:					296.40
1000-25-1427-52400	MENARDS (MUSC)	Gate Pull/Simple Green Cleaner	04/28/2023	0	43.86
Vendor Subtotal:					43.86

1000-25-1427-52400	AMAZON.COM	Toilet Paper Dispenser	04/28/2023	0	89.70
		Vendor Subtotal:			89.70
1000-25-1427-52730	SPRATT OIL SALES	Red-Dye Diesel	04/28/2023	0	547.93 00024049
		Vendor Subtotal:			547.93
1000-25-1427-52810	AMAZON.COM	Net Clips	04/28/2023	0	89.03
1000-25-1427-52810	AMAZON.COM	Net Clips	04/28/2023	0	89.06
		Vendor Subtotal:			178.09
1000-25-1427-52890	MARK A DIERCKS	Duplicate Keys/Set New Master	04/28/2023	0	56.00
		Vendor Subtotal:			56.00
1000-25-1427-53130	FASTENAL COMPANY	Hardware	04/28/2023	0	87.65
1000-25-1427-53130	FASTENAL COMPANY	Hardware	04/28/2023	0	87.65
		Vendor Subtotal:			175.30
1000-25-1427-53210	ARNOLD MOTOR SUPPLY	Filters/Spark Plug	04/28/2023	0	32.71
		Vendor Subtotal:			32.71
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Valve/Fuel Line	04/28/2023	0	12.96
		Vendor Subtotal:			12.96
1000-25-1427-53220	MENARDS (MUSC)	Tote/Battery	04/30/2023	0	48.56
1000-25-1427-53220	MENARDS (MUSC)	Magnetic Claw/Welder Pencil	04/28/2023	0	13.98
1000-25-1427-53220	MENARDS (MUSC)	Heat Shrink/Cover/Butane Torch	04/28/2023	0	19.23
		Vendor Subtotal:			81.77
1000-25-1427-53220	AMAZON.COM	Adapters	04/28/2023	0	20.98

			Vendor Subtotal:		20.98
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	04/28/2023	0	22.94
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	04/28/2023	0	21.93
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	04/28/2023	0	22.94
			Vendor Subtotal:		67.81
1000-25-1427-65210	MUSCATINE POWER & WATER	March Phones - Soccer	04/28/2023	0	65.47
			Vendor Subtotal:		65.47
1000-25-1427-67140	A-1 QUALITY TIRE & CAR CARE	Tires	04/28/2023	0	96.50
			Vendor Subtotal:		96.50
1000-25-1428-38620	ELIBETH CRUZ	Refund	04/28/2023	0	500.00
			Vendor Subtotal:		500.00
1000-25-1428-38620	SHERLY SANTANA	Refund	04/30/2023	0	250.00
			Vendor Subtotal:		250.00
1000-25-1428-38620	LAUREN ADAMICK	Refund	04/30/2023	0	220.00
			Vendor Subtotal:		220.00
1000-25-1428-38620	DRAKE RUDOLPH	Refund	04/30/2023	0	250.00
			Vendor Subtotal:		250.00
1000-25-1432-52250	ACCO UNLIMITED CORP	Chlorine/Phenol Rd/Total Alkalinity	04/28/2023	0	63.05
			Vendor Subtotal:		63.05
1000-25-1432-52840	AMAZON.COM	First Aid Antiseptic Spray 2 oz	04/28/2023	0	22.04 00024030

1000-25-1432-52840	AMAZON.COM	Cases of Vinyl Gloves	04/28/2023	0	59.58 00024030
1000-25-1432-52840	AMAZON.COM	Case of Instant Cold Packs	04/28/2023	0	58.36 00024030
Vendor Subtotal:					139.98
1000-25-1432-53130	HEMPEL PIPE & SUPPLY INC	Rubber Gasket	04/28/2023	0	31.20
Vendor Subtotal:					31.20
1000-30-1511-51300	CARRIAGE PAPER PRODUCTS	Thermal Paper Rolls	04/30/2023	0	89.95
Vendor Subtotal:					89.95
1000-30-1511-52870	ENVISIONWARE INC.	RFID TAG U '7 CENT' TAG (1,000)	04/28/2023	0	1,100.00 00023467
1000-30-1511-52870	ENVISIONWARE INC.	RFID TAG U '7 CENT' TAG (1,000)	04/28/2023	0	8.00
Vendor Subtotal:					1,108.00
1000-30-1511-52890	AMAZON.COM	Dish Drying Rack/Wastebasket	04/28/2023	0	59.04
Vendor Subtotal:					59.04
1000-30-1511-61550	GENESIS HEALTH SYSTEM-OCC HL	Pre-Employment Drug - M Garrett	04/30/2023	0	30.00
1000-30-1511-61550	GENESIS HEALTH SYSTEM-OCC HL	Pre-Employment Drug - E Stoffer	04/30/2023	0	32.00
Vendor Subtotal:					62.00
1000-30-1511-61660	LIBRARY SYSTEMS & SERVICES L	Collection Management Subscription 4/1	04/30/2023	0	47,200.00
Vendor Subtotal:					47,200.00
1000-30-1511-62460	AMAZON.COM	Alice in Wonderland Supplies	04/30/2023	0	41.99
1000-30-1511-62460	AMAZON.COM	Alice in Wonderland Supplies	04/30/2023	0	114.61
1000-30-1511-62460	AMAZON.COM	Adult Book Club	04/28/2023	0	215.88
Vendor Subtotal:					372.48
1000-30-1511-62460	DAVID CASAS	Stage Show 4/27/23	04/28/2023	0	300.00

		Vendor Subtotal:			300.00
1000-30-1511-62460	KATIE ROQUET	Program Fees - Doll House	04/30/2023	0	29.99
		Vendor Subtotal:			29.99
1000-30-1511-63300	XEROX CORPORATION	Copier	04/28/2023	0	209.85
		Vendor Subtotal:			209.85
1000-30-1511-65210	MUSCATINE POWER & WATER	March Phones - Library	04/28/2023	0	291.84
		Vendor Subtotal:			291.84
1000-30-1511-65240	MUSCATINE POWER & WATER	March Machlink - Library	04/28/2023	0	600.00
		Vendor Subtotal:			600.00
1000-35-1521-52890	MENARDS (MUSC)	Paper Filters	04/28/2023	0	8.98
1000-35-1521-52890	MENARDS (MUSC)	Foam Filters	04/28/2023	0	8.98
		Vendor Subtotal:			17.96
1000-40-1151-46700	MISSION SQUARE	RHS Retirement	04/30/2023	0	6,385.25
		Vendor Subtotal:			6,385.25
1000-40-1151-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Henkel	04/30/2023	0	78.12
		Vendor Subtotal:			78.12
1000-40-1151-52400	HOME DEPOT PRO INSTITUTIONAL	Item #RENO 2825-MS Renown 32 oz mi	04/30/2023	0	544.80 00023966
		Vendor Subtotal:			544.80
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #112 - Brown Perforated Roll Towe	04/30/2023	0	2,398.40 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #202 - Single Duty Scrim Pop-Up B	04/30/2023	0	45.37 00023655

1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #909 - Liquid Hand Soap - Spartan #	04/30/2023	0	285.04 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #805 - Glass Cleaner Spartan 3239	04/30/2023	0	335.76 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #401 - 2 ply Facial Tissue Essity To	04/30/2023	0	108.55 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	#503 - Dispenser Napkin Natural - Essity	04/30/2023	0	44.93 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #709 - 20 oz Mop 8-ply cut-end Mo	04/30/2023	0	31.58 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #803 - Disinfectant Cleaner Spartan	04/30/2023	0	621.30 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #307 - 2 ply 9 Inch Jumbo jr Roll B	04/30/2023	0	368.70 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #102 - Brown Multifold Towels - M	04/30/2023	0	2,499.00 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #A2 - 8 oz Styrofoam Cups White 2	04/30/2023	0	216.96 00023655
1000-40-1151-52400	GREAT WESTERN SUPPLY CO	Item #816 - Liquid Deoderant Spartan Ai	04/30/2023	0	81.24 00023655
Vendor Subtotal:					7,036.83
1000-40-1151-52400	MENARDS (MUSC)	Pine Cleaner	04/30/2023	0	53.73
1000-40-1151-52400	MENARDS (MUSC)	Pine Cleaner	04/30/2023	0	59.70
1000-40-1151-52400	MENARDS (MUSC)	Disinfectant Wipes	04/28/2023	0	45.73
Vendor Subtotal:					159.16
1000-40-1151-52740	ARNOLD MOTOR SUPPLY	Oil/Filter	04/28/2023	0	13.63
Vendor Subtotal:					13.63
1000-40-1151-52890	MENARDS (MUSC)	Cleaner/Silicone	04/28/2023	0	20.47
1000-40-1151-52890	MENARDS (MUSC)	Tape/Water Alert	04/30/2023	0	41.97
1000-40-1151-52890	MENARDS (MUSC)	Smoke Alarms	04/28/2023	0	89.91
1000-40-1151-52890	MENARDS (MUSC)	Batteries	04/28/2023	0	56.96
1000-40-1151-52890	MENARDS (MUSC)	Elbow	04/28/2023	0	8.98
1000-40-1151-52890	MENARDS (MUSC)	Return	04/30/2023	0	-29.98
Vendor Subtotal:					188.31
1000-40-1151-52890	AMAZON.COM	Retractable Badge Holder	04/28/2023	0	18.99
Vendor Subtotal:					18.99
1000-40-1151-53120	VAN METER INDUSTRIAL INC	ADV ICN 2554 T35I Elec Ballast (2) F 5	04/30/2023	0	220.58 00023951
1000-40-1151-53120	VAN METER INDUSTRIAL INC	290833 Phil F54T5/841/HO	04/30/2023	0	392.16 00023950
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Fluor Lamp	04/30/2023	0	89.90

			Vendor Subtotal:		702.64
1000-40-1151-53130	BAVCO	Packing Kit	04/28/2023	0	92.30
			Vendor Subtotal:		92.30
1000-40-1151-53130	MENARDS (MUSC)	Return	04/28/2023	0	-99.99
1000-40-1151-53130	MENARDS (MUSC)	Elbow	04/28/2023	0	24.99
1000-40-1151-53130	MENARDS (MUSC)	Faucet	04/28/2023	0	49.99
			Vendor Subtotal:		-25.01
1000-40-1151-53130	PLUMB SUPPLY COMPANY	Connector	04/28/2023	0	3.34
			Vendor Subtotal:		3.34
1000-40-1151-53150	MENARDS (MUSC)	Air Filter	04/28/2023	0	41.94
			Vendor Subtotal:		41.94
1000-40-1151-61550	GENESIS HEALTH SYSTEM-OCC HL Pre-Employment Drug - J Henkel		04/30/2023	0	32.00
			Vendor Subtotal:		32.00
1000-40-1151-62250	MENARDS (MUSC)	Gauge Dig/Roach Killer/Def Wand	04/28/2023	0	58.93
			Vendor Subtotal:		58.93
1000-40-1151-62450	A TECH/FREEMAN ALARM	Security 5/1/23 - 7/31/32	05/02/2023	0	84.00
			Vendor Subtotal:		84.00
1000-40-1151-64120	DAVID SCHRIER	Reimb Actual Travel 4/11/23	04/30/2023	0	19.50
			Vendor Subtotal:		19.50
1000-40-1151-64120	JARED HENKEL	Reimb Travel Exp 4/21/23	04/30/2023	0	20.49

Vendor Subtotal:					20.49
1000-40-1151-65210	MUSCATINE POWER & WATER	March Phones - PW	04/30/2023	0	126.44
Vendor Subtotal:					126.44
1000-40-1151-65310	ALLIANT ENERGY	March Gas - City Hall	04/28/2023	0	1,156.09
1000-40-1151-65310	ALLIANT ENERGY	March Gas - Art Center	04/28/2023	0	617.61
1000-40-1151-65310	ALLIANT ENERGY	March Gas - Fire Lot 8	04/28/2023	0	110.56
1000-40-1151-65310	ALLIANT ENERGY	March Gas - Art Center	04/28/2023	0	145.42
1000-40-1151-65310	ALLIANT ENERGY	April Gas - S Fire	04/30/2023	0	445.01
1000-40-1151-65310	ALLIANT ENERGY	March Gas - PSB	04/28/2023	0	72.44
Vendor Subtotal:					2,547.13
1000-40-1151-67320	LUCAS COMMUNICATION INC	Telephone Repair	04/30/2023	0	190.00
Vendor Subtotal:					190.00
1000-40-1151-67330	MUSCATINE POWER & WATER	March Internet - PSB	04/28/2023	0	82.97
Vendor Subtotal:					82.97
1000-40-1621-46700	MISSION SQUARE	RHS Retirement	04/30/2023	0	1,277.05
Vendor Subtotal:					1,277.05
1000-40-1621-52300	MENARDS (MUSC)	Gloves	04/28/2023	0	19.98
Vendor Subtotal:					19.98
1000-40-1621-52830	MENARDS (MUSC)	Caulk	04/30/2023	0	19.68
1000-40-1621-52830	MENARDS (MUSC)	Shackle	04/28/2023	0	21.98
1000-40-1621-52830	MENARDS (MUSC)	Push Board/Tank Sprayer	04/28/2023	0	83.96
Vendor Subtotal:					125.62
1000-40-1621-52890	MENARDS (MUSC)	Rags	04/28/2023	0	9.99

1000-40-1621-52890	MENARDS (MUSC)	Gorilla White Tape	04/30/2023	0	59.88
1000-40-1621-52890	MENARDS (MUSC)	Great Stuff Gaps/Cracks	04/30/2023	0	8.76
Vendor Subtotal:					78.63
1000-40-1621-62260	PS3 Enterprises Inc.	Temp Saniation	04/30/2023	0	95.00
Vendor Subtotal:					95.00
1000-40-1621-65310	ALLIANT ENERGY	April Gas - DOT Building	04/30/2023	0	922.12
Vendor Subtotal:					922.12
1000-40-1621-68300	MUSCATINE POWER & WATER	QTRLY Magic	04/28/2023	0	8,635.00
Vendor Subtotal:					8,635.00
1000-40-1622-52230	COMPASS MINERALS	Salt	04/28/2023	0	4,336.05
Vendor Subtotal:					4,336.05
1000-40-1623-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - S Longhurst	04/30/2023	0	45.88
Vendor Subtotal:					45.88
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	40.80 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	40.80 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	FIPIG301 - 24x18 CPA Neighborhood W	04/30/2023	0	50.17 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	40.80 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	40.80 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	42" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	112.20 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	40.80 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	36" x 8" St Marker - 1 Sided Punch spec	04/30/2023	0	81.60 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	40.80 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	40.80 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	40.80 00023869
1000-40-1624-74200	IOWA PRISON INDUSTRIES	24" x 6" St Marker - 1 Sided Punch spec	04/30/2023	0	81.60 00023869
Vendor Subtotal:					651.97

1000-40-1641-51100	AMAZON.COM	Reciept Book	04/30/2023	0	18.69
		Vendor Subtotal:			18.69
1000-40-1641-51300	SYCAMORE PRINTING INC	City of Muscatine Tabs Appendix U - W	04/28/2023	0	3.00
		Vendor Subtotal:			3.00
1000-40-1641-62370	GORDON FLESCH COMPANY	Copier	04/30/2023	0	52.00
		Vendor Subtotal:			52.00
1000-40-1641-65250	MUSCATINE POWER & WATER	March Phones - PW	04/30/2023	0	21.14
		Vendor Subtotal:			21.14
		Subtotal for FUND: 1000			180,508.46
3981-30-3983-61340	RELIABLE NETWORK SOLUTIONS	ICamera Streaming Software	04/28/2023	0	249.00
		Vendor Subtotal:			249.00
3981-30-3983-65240	MUSCATINE POWER & WATER	March Channel 5	04/28/2023	0	330.83
		Vendor Subtotal:			330.83
		Subtotal for FUND: 3981			579.83
4166-40-4166-61420	BOLTON & MENK INC	Park Ave Project Close Out	04/30/2023	0	11,525.00
		Vendor Subtotal:			11,525.00
		Subtotal for FUND: 4166			11,525.00
4195-40-4197-73200	HEUER CONSTRUCTION	Grandview Ave Pay App #38	04/30/2023	0	92,826.30
		Vendor Subtotal:			92,826.30

Subtotal for FUND: 4195					92,826.30
4276-40-4276-61230	MUSCATINE COUNTY RECORDER	Permanent Easements	04/30/2023	0	220.00
4276-40-4276-61230	MUSCATINE COUNTY RECORDER	Permanent Easements	04/30/2023	0	220.00
4276-40-4276-61230	MUSCATINE COUNTY RECORDER	Permanent Easements	04/30/2023	0	220.00
Vendor Subtotal:					660.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	West Hill Design & Bidding Phase 6A &	04/30/2023	0	59,000.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	West Hill Engineering Phase 5	04/30/2023	0	2,900.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	WH Phase 5	04/30/2023	0	1,400.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	WH Phase 6 Design	04/30/2023	0	37,000.00
Vendor Subtotal:					100,300.00
4276-40-4276-61430	STEVE DALBEY	Inspection Services 4/10/23 - 4/23/23	04/30/2023	0	3,746.56
Vendor Subtotal:					3,746.56
4276-40-4276-61660	MARTIN & WHITACRE SURVEYOR	Survey Work for West Hill - 6C	04/30/2023	0	9,900.00 00023688
Vendor Subtotal:					9,900.00
4276-40-4276-65275	MUSCATINE POWER & WATER	March Internet - Juniper	04/28/2023	0	62.97
Vendor Subtotal:					62.97
4276-40-4276-65310	ALLIANT ENERGY	March Gas - Juniper	04/28/2023	0	188.24
4276-40-4276-65310	ALLIANT ENERGY	March Gas - 891 W 8th St	04/28/2023	0	70.49
Vendor Subtotal:					258.73
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill Phase 5B Pay App 28	04/30/2023	0	54,524.69
Vendor Subtotal:					54,524.69
Subtotal for FUND: 4276					169,452.95

4278-40-4278-61420	STRAND ASSOC INC	Redundant Force Main - Phase II Design	04/30/2023	0	10,554.42
		Vendor Subtotal:			10,554.42
		Subtotal for FUND: 4278			10,554.42
4491-00-4491-53130	BERL'S	Elkay Outdoor Bi-level Tubular Drinking	04/28/2023	0	3,024.00 00024050
		Vendor Subtotal:			3,024.00
		Subtotal for FUND: 4491			3,024.00
4554-10-4554-72200	STEPHEN YUTZY	Demolition of Dilapidated Structure at 71	04/30/2023	0	13,900.00 00023514
		Vendor Subtotal:			13,900.00
		Subtotal for FUND: 4554			13,900.00
5211-40-5211-52400	AMAZON.COM	Sanitizer Spray	04/30/2023	0	67.99
		Vendor Subtotal:			67.99
5211-40-5211-52890	MENARDS (MUSC)	Table/Chair	04/30/2023	0	64.98
		Vendor Subtotal:			64.98
5211-40-5212-46700	MISSION SQUARE	RHS Retirement	04/30/2023	0	2,554.10
		Vendor Subtotal:			2,554.10
		Subtotal for FUND: 5211			2,687.07
5311-05-5311-37360	MORE LIFE NUTRITION	Reimb Meter Hood Rental	04/28/2023	0	6.00
		Vendor Subtotal:			6.00

5311-05-5311-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - M Peniston	04/30/2023	0	23.12
5311-05-5311-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - L Brower	04/30/2023	0	22.00
Vendor Subtotal:					45.12
5311-05-5311-52300	LEAH BROWER	Reimb Uniforms - L Brower	04/28/2023	0	25.00
Vendor Subtotal:					25.00
5311-05-5311-61550	GENESIS HEALTH SYSTEM-OCC HL	Pre-Employment Drug - M Peniston	04/30/2023	0	66.00
Vendor Subtotal:					66.00
5311-05-5311-61550	ACCT 9559384 QUAD CORPORATION	Pre-Employment Drug - L Brower	04/30/2023	0	30.00
Vendor Subtotal:					30.00
5311-05-5311-62370	LUPTON & TOYNE PRINTERS	#10 Window Envelopes with City Logo /	05/02/2023	0	197.50 00024128
5311-05-5311-62370	LUPTON & TOYNE PRINTERS	Leased Parking Hangtags	04/30/2023	0	109.00 00024045
Vendor Subtotal:					306.50
5311-05-5311-74250	NET TECH SOLUTIONS	Shoulder Strap	04/28/2023	0	51.50 00023462
5311-05-5311-74250	NET TECH SOLUTIONS	Single Dock	04/28/2023	0	551.00 00023462
5311-05-5311-74250	NET TECH SOLUTIONS	Rechargeable Battery	04/28/2023	0	255.50 00023462
5311-05-5311-74250	NET TECH SOLUTIONS	Samsung Note 20	04/28/2023	0	754.00 00023462
5311-05-5311-74250	NET TECH SOLUTIONS	XF AIO Handheld POD and Integrated P	04/28/2023	0	2,190.00 00023462
5311-05-5311-74250	NET TECH SOLUTIONS	Delivery Charge	04/28/2023	0	46.85
Vendor Subtotal:					3,848.85
Subtotal for FUND: 5311					4,327.47
5451-25-5451-52100	D & K PRODUCTS	Herb #2; Roundup	04/30/2023	0	197.75 00023503
5451-25-5451-52100	D & K PRODUCTS	Herb #8; Aquasweep	04/30/2023	0	250.00 00023503
5451-25-5451-52100	D & K PRODUCTS	Mis #28; Indiacate 5	04/30/2023	0	48.50 00023503
5451-25-5451-52100	D & K PRODUCTS	Fung. #42; Transom	04/30/2023	0	456.00 00023503
5451-25-5451-52100	D & K PRODUCTS	Mis #17; Pond Colorant	04/30/2023	0	174.80 00023503
5451-25-5451-52100	D & K PRODUCTS	Mis #18; Trin Pac	04/30/2023	0	92.40 00023503

5451-25-5451-52100	D & K PRODUCTS	Fert. #61; 17-0-4	04/30/2023	0	2,630.00 00023503
5451-25-5451-52100	D & K PRODUCTS	Herb #15; Pylex	04/30/2023	0	312.00 00023503
Vendor Subtotal:					4,161.45
5451-25-5451-52100	VAN DIEST SUPPLY COMPANY	Turf Marker	04/28/2023	0	31.00
Vendor Subtotal:					31.00
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Fung. #40; Propaconizole	04/28/2023	0	600.80 00023506
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Fung #39; Chlorathanil	04/28/2023	0	784.50 00023506
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Mis. #25; Non Ionic Surfactant	04/28/2023	0	139.50 00023506
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Fung. #43; Phosphite	04/28/2023	0	568.00 00023506
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Herb. #6; Vessel	04/28/2023	0	256.00 00023506
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Fung #38; Mefenoxam	04/28/2023	0	300.95 00023506
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Fung. #45; Tebuconizole	04/28/2023	0	432.11 00023506
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Insect #49; Scimitar	04/28/2023	0	290.68 00023506
Vendor Subtotal:					3,372.54
5451-25-5451-52300	LEONARD DEAN	Reimb Shoes - L Dean	04/30/2023	0	75.00
Vendor Subtotal:					75.00
5451-25-5451-52890	MENARDS (MUSC)	Silicone/Coarse Salt	04/28/2023	0	40.42
5451-25-5451-52890	MENARDS (MUSC)	Pail/Fabuloso/Iron Out	04/30/2023	0	35.30
5451-25-5451-52890	MENARDS (MUSC)	Blades/Trash Can w/Lid	04/28/2023	0	47.43
5451-25-5451-52890	MENARDS (MUSC)	Elbow/Tee/Towels	04/28/2023	0	31.53
Vendor Subtotal:					154.68
5451-25-5451-53130	MENARDS (MUSC)	Restroom Plumbing Repair Parts	04/28/2023	0	225.00 00023996
5451-25-5451-53130	MENARDS (MUSC)	Restroom Plumbing Repair Parts	04/28/2023	0	2.42
Vendor Subtotal:					227.42
5451-25-5451-53130	PLUMB SUPPLY COMPANY	Spud/O-Ring/Breaker Repair Kit	04/30/2023	0	77.06
Vendor Subtotal:					77.06

5451-25-5451-53220	ARNOLD MOTOR SUPPLY	Oil Dri	04/28/2023	0	23.40
		Vendor Subtotal:			23.40
5451-25-5451-53220	MENARDS (MUSC)	Expansion Tank for Bathroom	04/28/2023	0	269.99 00024007
5451-25-5451-53220	MENARDS (MUSC)	Plumbing Supplies for #3 Bathroom	04/28/2023	0	200.41 00024026
5451-25-5451-53220	MENARDS (MUSC)	Tee/Adapter/Ball Valve/Nipple	04/28/2023	0	90.73
5451-25-5451-53220	MENARDS (MUSC)	Rip Bar/Lag Screw/Lumber	04/28/2023	0	28.45
		Vendor Subtotal:			589.58
5451-25-5451-53220	R & R PRODUCTS INC	Shipping	04/30/2023	0	21.20 00024074
5451-25-5451-53220	R & R PRODUCTS INC	Parts for 4000D	04/30/2023	0	125.00 00024074
		Vendor Subtotal:			146.20
5451-25-5451-53220	SINCLAIR	Fuel Filter	04/28/2023	0	41.37
		Vendor Subtotal:			41.37
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	04/30/2023	0	21.53
		Vendor Subtotal:			21.53
5451-25-5451-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	04/28/2023	0	45.00
		Vendor Subtotal:			45.00
5451-25-5451-67130	HARRIS GOLF CARS	Service	04/28/2023	0	123.63
		Vendor Subtotal:			123.63
5451-25-5451-69400	GCSAA	Membership - B Parcher	04/28/2023	0	150.00
5451-25-5451-69400	GCSAA	Membership - S Meerdink	04/28/2023	0	130.00
		Vendor Subtotal:			280.00
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	04/28/2023	0	591.00

Vendor Subtotal:					591.00
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	04/28/2023	0	417.35
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	04/28/2023	0	313.95
Vendor Subtotal:					731.30
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	04/28/2023	0	395.60
Vendor Subtotal:					395.60
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	04/28/2023	0	712.93
Vendor Subtotal:					712.93
5451-25-5452-52853	CALLAWAY GOLF COMPANY	ERC Soft Dozen	04/28/2023	0	358.68 00022890
5451-25-5452-52853	CALLAWAY GOLF COMPANY	SuperSoft Dozen	04/28/2023	0	561.30 00022890
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Chrome Soft Dozen	04/28/2023	0	561.30 00022890
5451-25-5452-52853	CALLAWAY GOLF COMPANY	SuperSoft Dozen	04/28/2023	0	119.82
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Freight	04/28/2023	0	75.00
Vendor Subtotal:					1,676.10
5451-25-5452-52853	TITLEIST	Resale Merchandise	04/28/2023	0	93.25
5451-25-5452-52853	TITLEIST	Pro V1 Dozen Balls	04/28/2023	0	373.50 00022824
5451-25-5452-52853	TITLEIST	Pro V1 Dozen Balls	04/28/2023	0	3.98
5451-25-5452-52853	TITLEIST	Resale Merchandise	04/28/2023	0	87.35
Vendor Subtotal:					558.08
Subtotal for FUND: 5451					14,034.87
5642-45-5642-52840	S.J. SMITH CO.	Gloves	04/28/2023	0	99.84
Vendor Subtotal:					99.84
5642-45-5642-52890	AMAZON.COM	Storage Clipboard with Self Locking Latc	04/28/2023	0	22.99

			Vendor Subtotal:		22.99
5642-45-5642-61310	MUSCATINE POWER & WATER	April Sanitation	04/28/2023	0	2,028.00
			Vendor Subtotal:		2,028.00
5642-45-5642-62270	SCOTT COUNTY WASTE COMMISSION	Waste Disposal	04/28/2023	0	3,320.20
			Vendor Subtotal:		3,320.20
5642-45-5642-65260	US CELLULAR	April Cell Phones	04/28/2023	0	67.10
			Vendor Subtotal:		67.10
5642-45-5642-65410	MUSCATINE POWER & WATER	March Water - Recycle	04/28/2023	0	37.13
			Vendor Subtotal:		37.13
5642-45-5642-65420	MUSCATINE POWER & WATER	March Sewer - Recycle	04/28/2023	0	13.40
5642-45-5642-65420	MUSCATINE POWER & WATER	March Sewer - Recycle	04/28/2023	0	31.26
			Vendor Subtotal:		44.66
5642-45-5643-62260	PS3 Enterprises Inc.	Temp Sanitation	04/28/2023	0	27.14
			Vendor Subtotal:		27.14
			Subtotal for FUND: 5642		5,647.06
5652-45-5652-52890	FASTENAL COMPANY	Hardware	04/28/2023	0	54.52
			Vendor Subtotal:		54.52
5652-45-5652-61220	LAW OFFICES OF HOPKINS & HUBBARD	March Legal	04/30/2023	0	90.00
5652-45-5652-61220	LAW OFFICES OF HOPKINS & HUBBARD	March Legal	04/30/2023	0	540.00
			Vendor Subtotal:		630.00

5652-45-5652-61420	SCS ENGINEERS	On-Call Support	04/30/2023	0	466.38
5652-45-5652-61420	SCS ENGINEERS	FY23 Environmental Compliance	04/30/2023	0	6,800.00
		Vendor Subtotal:			7,266.38
5652-45-5652-62510	EUROFINS TEST AMERICA	Testing	04/28/2023	0	5,773.40
		Vendor Subtotal:			5,773.40
5652-45-5652-62520	JON BRAUNS	Ton of Slag Hauled to Landfill	04/28/2023	0	1,059.60
		Vendor Subtotal:			1,059.60
5652-45-5652-63300	PS3 Enterprises Inc.	Temp Sanitation	04/28/2023	0	95.00
		Vendor Subtotal:			95.00
		Subtotal for FUND: 5652			14,878.90
5658-45-5658-52840	AMAZON.COM	Inspection Checklist Log	04/28/2023	0	35.97
		Vendor Subtotal:			35.97
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Windsheid Wash	04/28/2023	0	25.14
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Fittings	04/28/2023	0	78.00
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Squeege	04/28/2023	0	18.88
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Mud Flaps	04/28/2023	0	42.92
		Vendor Subtotal:			164.94
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	04/28/2023	0	11.51
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	04/28/2023	0	11.51
		Vendor Subtotal:			23.02
5658-45-5658-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	04/28/2023	0	45.00

		Vendor Subtotal:			45.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 4/9/23	04/28/2023	0	90.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 4/16/23	04/28/2023	0	90.00
		Vendor Subtotal:			180.00
5658-45-5658-62450	A TECH/FREEMAN ALARM	Security 5/1/23 - 7/31/32	05/02/2023	0	84.00
		Vendor Subtotal:			84.00
5658-45-5658-65220	MUSCATINE POWER & WATER	March Phone - Transfer	04/28/2023	0	1.27
		Vendor Subtotal:			1.27
5658-45-5658-65320	MUSCATINE POWER & WATER	March Electric - Transfer	04/28/2023	0	2,574.19
		Vendor Subtotal:			2,574.19
5658-45-5658-65410	MUSCATINE POWER & WATER	March Water - Transfer	04/28/2023	0	205.62
5658-45-5658-65410	MUSCATINE POWER & WATER	March Phone - Transfer	04/28/2023	0	124.96
		Vendor Subtotal:			330.58
5658-45-5658-65420	MUSCATINE POWER & WATER	March Sewer - Transfer	04/28/2023	0	13.40
5658-45-5658-65420	MUSCATINE POWER & WATER	March Sewer - Transfer	04/28/2023	0	677.01
		Vendor Subtotal:			690.41
5658-45-5658-67200	RAYNOR DOOR CO INC OF THE QU	Service Call for West Tunnel Door	04/28/2023	0	220.00 00023978
		Vendor Subtotal:			220.00
5658-45-5658-69900	GORDON FLESCH COMPANY	Copier	04/28/2023	0	27.00
		Vendor Subtotal:			27.00

Subtotal for FUND: 5658				4,376.38	
5660-50-5661-51100	STOREY KENWORTHY / MATT PAR	Tape/Toner	04/28/2023	0	11.86
Vendor Subtotal:					11.86
5660-50-5661-51300	STOREY KENWORTHY / MATT PAR	Toner	04/28/2023	0	68.59
Vendor Subtotal:					68.59
5660-50-5661-61220	LAW OFFICES OF HOPKINS & HUBBARD	March Legal	04/30/2023	0	1,845.00
5660-50-5661-61220	LAW OFFICES OF HOPKINS & HUBBARD	March Legal	04/30/2023	0	90.00
5660-50-5661-61220	LAW OFFICES OF HOPKINS & HUBBARD	March Legal	04/30/2023	0	1,305.00
Vendor Subtotal:					3,240.00
5660-50-5661-61310	MUSCATINE POWER & WATER	April Sewer	04/28/2023	0	2,049.00
Vendor Subtotal:					2,049.00
5660-50-5661-64120	JON KOCH	Reimb Travel 4/10/23 - 4/12/23	04/30/2023	0	478.96
5660-50-5661-64120	JON KOCH	Reimb Travel 4/10/23 - 4/12/23	04/30/2023	0	53.10
Vendor Subtotal:					532.06
5660-50-5661-64400	JON KOCH	Reimb Travel 4/10/23 - 4/12/23	04/30/2023	0	65.00
Vendor Subtotal:					65.00
5660-50-5661-68300	MUSCATINE POWER & WATER	QTRLY Magic	04/28/2023	0	8,635.00
Vendor Subtotal:					8,635.00
5660-50-5662-52100	MENARDS (MUSC)	Weed Killer	04/28/2023	0	127.95 00024094
Vendor Subtotal:					127.95

5660-50-5662-52740	ARNOLD MOTOR SUPPLY	Oil	04/28/2023	0	65.93
		Vendor Subtotal:			65.93
5660-50-5662-53120	MENARDS (MUSC)	Screws/Drill Bits	04/28/2023	0	24.55
		Vendor Subtotal:			24.55
5660-50-5662-53120	VAN METER INDUSTRIAL INC	Allen Bradley 700-HRM12TA17 C Timi	04/28/2023	0	317.50 00024055
		Vendor Subtotal:			317.50
5660-50-5662-53210	MUSCATINE LAWN & POWER	Filters	04/28/2023	0	75.08
		Vendor Subtotal:			75.08
5660-50-5662-53220	ALL EQUIPMENT INC	Lagoon Load Out Pump Parts	04/28/2023	0	2,859.64 00023687
5660-50-5662-53220	ALL EQUIPMENT INC	Freight	04/28/2023	0	75.06
		Vendor Subtotal:			2,934.70
5660-50-5662-53220	ARNOLD MOTOR SUPPLY	Gaskets	04/28/2023	0	37.56
		Vendor Subtotal:			37.56
5660-50-5662-53220	MENARDS (MUSC)	Sprinkler/Misc. Supplies	04/28/2023	0	89.78 00024020
5660-50-5662-53220	MENARDS (MUSC)	Misc. Supplies	04/28/2023	0	63.85 00024094
		Vendor Subtotal:			153.63
5660-50-5662-67320	LELAND LAMP MACHINE SHOP INC	Pump Repair	04/28/2023	0	90.00
		Vendor Subtotal:			90.00
5660-50-5663-52400	MENARDS (MUSC)	Shovel/Gloves/Orange Goop	04/28/2023	0	66.41
		Vendor Subtotal:			66.41

5660-50-5663-52830	MENARDS (MUSC)	Utility Knife/Wrench	04/28/2023	0	24.92
		Vendor Subtotal:			24.92
5660-50-5663-52890	MENARDS (MUSC)	Coupling/Nipple	04/28/2023	0	23.23
		Vendor Subtotal:			23.23
5660-50-5663-53120	MENARDS (MUSC)	Bulbs	04/28/2023	0	11.97
5660-50-5663-53120	MENARDS (MUSC)	Bulbs	04/28/2023	0	41.90
		Vendor Subtotal:			53.87
5660-50-5663-53220	FASTENAL COMPANY	Slicer	04/28/2023	0	34.58
		Vendor Subtotal:			34.58
5660-50-5663-53220	GRAINGER DEPT 802675066	Hardware	04/28/2023	0	20.53
		Vendor Subtotal:			20.53
5660-50-5663-53220	MENARDS (MUSC)	Coupling/Nipple	04/28/2023	0	7.94
		Vendor Subtotal:			7.94
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Mad Creek	04/28/2023	0	979.84
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Papoose	04/28/2023	0	2,619.41
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Isett	04/28/2023	0	2,236.11
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Schley	04/28/2023	0	120.03
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Magnolia	04/28/2023	0	30.03
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Hershey	04/28/2023	0	108.26
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Hershey B.U.	04/28/2023	0	26.00
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Bond	04/28/2023	0	250.55
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Miles	04/28/2023	0	283.23
		Vendor Subtotal:			6,653.46
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Mad Creek	04/28/2023	0	61.42
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Papoose	04/28/2023	0	366.98
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Isett	04/28/2023	0	72.31

5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Schley	04/28/2023	0	19.79
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Hershey	04/28/2023	0	20.57
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Bond	04/28/2023	0	19.79
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Miles	04/28/2023	0	57.38
Vendor Subtotal:					618.24
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	COD Digestion Vials	04/28/2023	0	805.62 00024024
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Ammonia	04/28/2023	0	57.71
Vendor Subtotal:					863.33
5660-50-5665-52210	THERMO ELECTRON NORTH AMER	Credit On Account	04/28/2023	0	-200.47
5660-50-5665-52210	THERMO ELECTRON NORTH AMER	Credit On Account	04/28/2023	0	-92.38
Vendor Subtotal:					-292.85
5660-50-5665-52400	MENARDS (MUSC)	Cleaning Supplies	04/28/2023	0	16.71 00024020
Vendor Subtotal:					16.71
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	04/28/2023	0	248.75 00024042
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	04/28/2023	0	368.47 00024083
Vendor Subtotal:					617.22
5660-50-5665-67150	AQUA SOLUTIONS, INC	12 VDC Circ Pump Assy	04/28/2023	0	400.00 00024012
5660-50-5665-67150	AQUA SOLUTIONS, INC	12 VDC Circ Pump Assy	04/28/2023	0	20.75
Vendor Subtotal:					420.75
5660-50-5665-67320	THERMO ELECTRON NORTH AMER	Essential Service Plan	04/28/2023	0	9,181.55
5660-50-5665-67320	THERMO ELECTRON NORTH AMER	Essential Service Plan	04/28/2023	0	2,663.14
5660-50-5665-67320	THERMO ELECTRON NORTH AMER	Credit On Account	04/28/2023	0	-8,238.29
Vendor Subtotal:					3,606.40
5660-50-5665-74200	MIDLAND SCIENTIFIC INC	HACH DR600 UV Vis Spectrophotomet	04/28/2023	0	11,542.65 00023999

Vendor Subtotal:					11,542.65
5660-50-5665-74200	SCP SCIENCE	Install and training for BOD-300 110V/2:	04/28/2023	0	1,510.00 00024006
5660-50-5665-74200	SCP SCIENCE	Install and training for BOD-300 110V/2:	04/28/2023	0	340.00
Vendor Subtotal:					1,850.00
5660-50-5666-52750	AMAZON.COM	Sealant	04/28/2023	0	76.23
Vendor Subtotal:					76.23
5660-50-5666-53210	MENARDS (MUSC)	Nail/Lumber	04/28/2023	0	85.95
Vendor Subtotal:					85.95
5660-50-5666-53220	GRAINGER DEPT 802675066	Coupling/Bushing	04/28/2023	0	60.35
Vendor Subtotal:					60.35
5660-50-5666-53220	MENARDS (MUSC)	Tie Down/Washer/Hex Bolt/Hex Nut	04/28/2023	0	66.03
Vendor Subtotal:					66.03
5660-50-5666-53220	MOTION INDUSTRIES INC	O-Rings	04/28/2023	0	56.31
Vendor Subtotal:					56.31
5660-50-5668-52750	BLUE FLAME PROPANE LLC	Propane	04/28/2023	0	237.00 00024084
Vendor Subtotal:					237.00
5660-50-5668-67130	RAYNOR DOOR CO INC OF THE QU	Door Repairs	04/28/2023	0	140.00 00024040
Vendor Subtotal:					140.00
5660-50-5668-67150	WASTE CORP.COM	Diaphragm/Gasket for Pump	04/28/2023	0	297.00 00023229

			Vendor Subtotal:		297.00
			Subtotal for FUND: 5660		45,574.67
5664-40-5664-46700	MISSION SQUARE	RHS Retirement	04/30/2023	0	2,554.10
			Vendor Subtotal:		2,554.10
5664-40-5664-52840	MENARDS (MUSC)	Chemical Glove	04/28/2023	0	38.35
			Vendor Subtotal:		38.35
5664-40-5664-65240	IOWA ONE CALLS	One Calls	04/30/2023	0	171.90
			Vendor Subtotal:		171.90
5664-40-5664-68200	MUSCATINE POWER & WATER	QTRLY Magic	04/28/2023	0	8,635.00
			Vendor Subtotal:		8,635.00
5664-50-5667-52100	MENARDS (MUSC)	Geotextile	04/28/2023	0	74.98 00024020
			Vendor Subtotal:		74.98
			Subtotal for FUND: 5664		11,474.33
5711-10-5711-61650	CARVER AERO INC	May 2023	05/02/2023	0	3,875.00
			Vendor Subtotal:		3,875.00
5711-10-5711-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	04/30/2023	0	90.00
			Vendor Subtotal:		90.00
5711-10-5711-65310	ALLIANT ENERGY	April Gas - Airport	04/28/2023	0	126.47

Vendor Subtotal:				126.47
Subtotal for FUND: 5711				4,091.47
5811-20-5811-35150	IOWA MEDICAID ENTERPRISE (IME GEMT Share April/May	04/30/2023	0	22,132.82
Vendor Subtotal:				22,132.82
5811-20-5811-51100	AMAZON.COM Permanent Markers/3 Ring Binder	04/30/2023	0	34.98
Vendor Subtotal:				34.98
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2615-16017 Reusable NIBP Blood Pres	04/30/2023	0	49.79 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #1612-27704 Butterfly Safety Scalp Vein	04/30/2023	0	89.58 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2712-29190 Masimo SET M-LNCS E1	04/30/2023	0	63.99 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2615-16013 Reusable NIBP Blood Pres	04/30/2023	0	35.79 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #KE44115 Curity Adhesive Plastic Band	04/30/2023	0	3.18 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #1350-53205 Triple Antibiotic Ointment	04/30/2023	0	4.89 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #533-MS-25058EA Curaplex Total Non-	04/30/2023	0	1.52 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #16384 Physio-Control Multi-Function I	04/30/2023	0	37.98 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #G2291 Cynch-Lok with Tamper Eviden	04/30/2023	0	57.58 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2733-14605 Disposable Probe Covers F	04/30/2023	0	18.29 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2442-52002 SPUR II BVM with Bag R	04/30/2023	0	133.08 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #1612-84230 Curaplex CuraSlide XC Sa	04/30/2023	0	89.00 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #36011 Blood Pressure Cuff Child	04/30/2023	0	10.59 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #1714-31081 Curaplex IV Extension Set	04/30/2023	0	67.00 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2113-10280 Curaplex Select Endotrach	04/30/2023	0	30.00 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2113-10290 Curaplex Select Endotrach	04/30/2023	0	31.90 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #30058 Curaplex Total Non-rebreather C	04/30/2023	0	2.59 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2615-16015 Reusable NIBP Blood Pres	04/30/2023	0	44.79 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #1072-80217 Pontoon Bedpan Graphite	04/30/2023	0	32.00 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #D4804 Bulb Tip Yankauer with Tubing	04/30/2023	0	27.95 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2212-11200 Curaplex Disposable Hydr	04/30/2023	0	18.55 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2130-42560 Thomas Select ET Tube H	04/30/2023	0	13.17 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2745-10108 Curaplex ECG Chart Paper	04/30/2023	0	119.40 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #020040 Rusch QuickTrach Emergency	04/30/2023	0	268.99 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2211-04690 Yankauer Suction Handle S	04/30/2023	0	7.95 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2113-20295 Curaplex Cuffed Endotrach	04/30/2023	0	14.90 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #36010 Blood Pressure Cuff Infant	04/30/2023	0	10.59 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC #2615-16019 Reusable NIBP Blood Pres	04/30/2023	0	71.99 00023968

5811-20-5811-52840	BOUND TREE MEDICAL LLC	#R1115 Pro-Vac Sharps Container Tube	04/30/2023	0	6.79 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84245 Curaplex CuraSlide XC Sa	04/30/2023	0	89.00 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1072-23519 Urinal with Cover 32oz	04/30/2023	0	27.84 00023968
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1850-52213 Q Core Medical Sapphire I	04/30/2023	0	165.99 00023980
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-18120 Curaplex Select Nasophary	04/30/2023	0	26.90 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1015-44753 Black-Fire Nitrile Exam G	04/30/2023	0	429.80 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#36091 Curaplex Suction Catheter 8fr	04/30/2023	0	0.75 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84230 Curaplex CuraSlide XC Sa	04/30/2023	0	89.00 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14635 Curaplex Select Nasophary	04/30/2023	0	27.90 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1614-91830 SafetyGlide Shielding Hyp	04/30/2023	0	33.00 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#410336 Nasal Cannula w/ Tubing Infan	04/30/2023	0	5.69 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84245 Curaplex CuraSlide XC Sa	04/30/2023	0	89.00 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-29190 Masimo SET M-LNCS E1	04/30/2023	0	63.99 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1015-44753 Black-Fire Nitrile Exam G	04/30/2023	0	429.80 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evider	04/30/2023	0	57.58 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1714-31081 Curaplex IV Extension Set	04/30/2023	0	134.00 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-51418 Masimo SET M-LNCS Ne	04/30/2023	0	272.90 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2113-10240 Curaplex Select Endotrach	04/30/2023	0	15.00 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1712-15830 Curaplex I.V. Admin Set 1	04/30/2023	0	129.15 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1841-14000 Curaplex Tourniquet Blue	04/30/2023	0	40.64 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#16106 Suction Tubing 1/4in x 6ft L	04/30/2023	0	23.80 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#661469MS Curaplex Transparent IV Di	04/30/2023	0	106.60 00024037
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Sterile Water Single Dose Vial	04/30/2023	0	62.99
Vendor Subtotal:					3,685.14
5811-20-5811-52840	S.J. SMITH CO.	Oxygen	04/30/2023	0	48.07
5811-20-5811-52840	S.J. SMITH CO.	Oxygen Rental	04/30/2023	0	73.78
Vendor Subtotal:					121.85
5811-20-5811-52840	INTERNATIONAL POINT OF CARE	Cardiac STATus Controls Box of 6 Vials	04/30/2023	0	250.00 00024001
5811-20-5811-52840	INTERNATIONAL POINT OF CARE	Cardiac STATus Tandem Tests Box of 20	04/30/2023	0	1,300.00 00024001
5811-20-5811-52840	INTERNATIONAL POINT OF CARE	Cardiac STATus Tandem Tests Box of 20	04/30/2023	0	7.66
Vendor Subtotal:					1,557.66
5811-20-5811-52840	AMAZON.COM	Braun Digital Ear Thermometer ThermoS	04/30/2023	0	209.12 00024119
Vendor Subtotal:					209.12

5811-20-5811-52840	UNITYPOINT HEALTH	Ambulance Restock March 2023	04/30/2023	0	339.18
		Vendor Subtotal:			339.18
5811-20-5811-52840	VENTEC LIFE SYSTEMS SALES	VOCSN Removable Battery Quick Charg	04/30/2023	0	235.46 00024077
5811-20-5811-52840	VENTEC LIFE SYSTEMS SALES	Freight	04/30/2023	0	11.02
		Vendor Subtotal:			246.48
5811-20-5811-52890	ARNOLD MOTOR SUPPLY	Rain-X	04/30/2023	0	4.38
		Vendor Subtotal:			4.38
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Spin-On	04/30/2023	0	23.94
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Front Shocks for Ambulance #356	04/30/2023	0	137.60 00023927
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Rear Shocks for Ambulance #356	04/30/2023	0	402.50 00023929
		Vendor Subtotal:			564.04
5811-20-5811-62220	STERICYCLE INC	Medical Waste Hauling May	05/02/2023	0	224.15
		Vendor Subtotal:			224.15
5811-20-5811-62290	STERICYCLE INC	Shredding	04/28/2023	0	36.72
		Vendor Subtotal:			36.72
5811-20-5811-65240	MUSCATINE POWER & WATER	March Internet - S Fire	04/30/2023	0	255.00
		Vendor Subtotal:			255.00
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	Copier	04/30/2023	0	213.65
		Vendor Subtotal:			213.65
5811-20-5811-74250	AMAZON.COM	Urban Armor Gear Microsoft Surface Prc	04/30/2023	0	252.00 00024043
		Vendor Subtotal:			252.00

Subtotal for FUND: 5811					29,877.17
7625-40-7625-52400	MENARDS (MUSC)	Hand Cleaner	04/28/2023	0	9.98
Vendor Subtotal:					9.98
7625-40-7625-52730	HARMS OIL COMPANY	Fuel	04/28/2023	0	323.76
Vendor Subtotal:					323.76
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Brake Fluid	04/28/2023	0	15.78
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Hose/Lights/Oil for Stock	04/30/2023	0	173.69 00024141
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filters	04/30/2023	0	17.64
Vendor Subtotal:					207.11
7625-40-7625-53210	MENARDS (MUSC)	Hardware	04/28/2023	0	8.63
Vendor Subtotal:					8.63
7625-40-7625-53210	NAPA OF MUSCATINE	Fuse Pac	04/28/2023	0	5.52
7625-40-7625-53210	NAPA OF MUSCATINE	Fuel Filter	04/28/2023	0	50.45
7625-40-7625-53210	NAPA OF MUSCATINE	Filter	04/28/2023	0	10.12
7625-40-7625-53210	NAPA OF MUSCATINE	Wipers/Filters for Stock	04/28/2023	0	90.56 00024091
7625-40-7625-53210	NAPA OF MUSCATINE	Beam	04/28/2023	0	35.19
7625-40-7625-53210	NAPA OF MUSCATINE	Fuel Filter	04/28/2023	0	29.72
7625-40-7625-53210	NAPA OF MUSCATINE	Fuse Holder/Filter	04/30/2023	0	23.50
Vendor Subtotal:					245.06
7625-40-7625-53210	AMAZON.COM	Coil Cleaner for Stock	04/28/2023	0	105.00 00024060
7625-40-7625-53210	AMAZON.COM	Coil Cleaner for Stock	04/28/2023	0	35.44
Vendor Subtotal:					140.44
7625-40-7625-53210	CARQUEST OF MUSCATINE	Oil Filter	04/28/2023	0	14.76
Vendor Subtotal:					14.76

7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Front Suspension Parts for 251	05/02/2023	0	1,004.11 00024168
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Seal Seamer	04/30/2023	0	63.79
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Paint/Primer	04/30/2023	0	22.98
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Impact Sensor	04/28/2023	0	152.68
Vendor Subtotal:					1,243.56
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Parts for Arm on 439	04/28/2023	0	249.64 00024111
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Arm Parts for 439	04/30/2023	0	236.66 00024059
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Bushings	04/30/2023	0	60.02
Vendor Subtotal:					546.32
7625-40-7625-53220	PACK-N-SHIP	Shipping	04/30/2023	0	35.52
Vendor Subtotal:					35.52
7625-40-7625-53220	MENARDS (MUSC)	Batteries	04/28/2023	0	13.83
Vendor Subtotal:					13.83
7625-40-7625-53220	NAPA OF MUSCATINE	Parts for 644	04/28/2023	0	772.32 00024051
7625-40-7625-53220	NAPA OF MUSCATINE	Belt/Tensioner for173	04/28/2023	0	151.78 00024035
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	04/28/2023	0	12.76
7625-40-7625-53220	NAPA OF MUSCATINE	Drums for 644	04/28/2023	0	153.52 00024082
7625-40-7625-53220	NAPA OF MUSCATINE	Wheel Alignment Camber Bolt	04/28/2023	0	78.16
Vendor Subtotal:					1,168.54
7625-40-7625-53220	REEVES BATTERY SALES	Batteries for 132/133	04/30/2023	0	1,040.00 00024129
7625-40-7625-53220	REEVES BATTERY SALES	Battery for Water Pump	04/30/2023	0	140.00 00024131
Vendor Subtotal:					1,180.00
7625-40-7625-53220	SINCLAIR	Knob	04/28/2023	0	18.00
Vendor Subtotal:					18.00
7625-40-7625-53220	BUILTRITE MANUFACTURING	Bolts for Crane	04/30/2023	0	241.21

			Vendor Subtotal:		241.21
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Rotors for Stock	04/28/2023	0	138.60 00024036
			Vendor Subtotal:		138.60
7625-40-7625-67130	LELAND LAMP MACHINE SHOP INC	Hone Bushing for Pin	04/28/2023	0	40.00
			Vendor Subtotal:		40.00
7625-40-7625-67130	PLETCHER ENTERPRISES INC	Step Material Bent for 251	04/28/2023	0	166.74 00024092
			Vendor Subtotal:		166.74
7625-40-7625-67130	DOUGLAS C REIST	Emergency Tow #437	04/28/2023	0	1,150.00
7625-40-7625-67130	DOUGLAS C REIST	Emergency Tow #251	04/30/2023	0	350.00
			Vendor Subtotal:		1,500.00
7625-40-7625-67130	TRUCK AND AUTO REPAIR	March Inspections for RC13/14/15	04/28/2023	0	280.00 00023991
7625-40-7625-67130	TRUCK AND AUTO REPAIR	March Inspections for RC13/14/15	04/28/2023	0	1.00
7625-40-7625-67130	TRUCK AND AUTO REPAIR	Brakes for RC15	04/30/2023	0	2,307.48 00024032
			Vendor Subtotal:		2,588.48
7625-40-7625-67130	TRUCK COUNTRY OF IOWA	Fix Leak - Emergency	04/30/2023	0	234.52
			Vendor Subtotal:		234.52
7625-40-7625-67130	GARAGE 5SIX3	Alignment #644	04/30/2023	0	97.20
			Vendor Subtotal:		97.20
7625-40-7625-67130	EMAG MUSCATINE CBG LLC	Invoice 30611	04/30/2023	0	70.19
			Vendor Subtotal:		70.19

7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	2 Front Tires for 644	04/30/2023	0	319.60 00024103
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	2 Front Tires for 644	04/30/2023	0	12.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #32	04/28/2023	0	231.20
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #439	04/28/2023	0	58.45
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Mount Front Tires on 28	04/28/2023	0	157.00 00024021
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair 904/754	04/28/2023	0	73.95
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 648	04/28/2023	0	366.00 00024033
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 648	04/28/2023	0	20.61
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	04/28/2023	0	29.07
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for #4	04/28/2023	0	624.00 00024071
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	04/30/2023	0	95.00
Vendor Subtotal:					1,986.88
Subtotal for FUND: 7625					12,219.33
7921-00-7921-69900	PHELPS CUSTOM IMAGE WEAR	Uniforms - M Lind	04/30/2023	0	19.54
Vendor Subtotal:					19.54
Subtotal for FUND: 7921					19.54
7940-00-7940-61550	GENESIS HEALTH SYSTEM-OCC HL	Pre-Employment Drug - E Cruz	04/30/2023	0	30.00
Vendor Subtotal:					30.00
Subtotal for FUND: 7940					30.00
8180-90-8180-68300	KUNDEL LAW OFFICE TRUST ACCC	Down Payment Assistance Reinhardt	04/28/2023	0	2,500.00
Vendor Subtotal:					2,500.00
Subtotal for FUND: 8180					2,500.00
8370-00-8370-74200	MENARDS (MUSC)	Materials for Conex Container Project bu	04/30/2023	0	448.35 00023979
8370-00-8370-74200	MENARDS (MUSC)	Materials for Conex Container Project Bu	04/30/2023	0	392.62 00023987
8370-00-8370-74200	MENARDS (MUSC)	Nipple/Pipe	04/30/2023	0	77.88
8370-00-8370-74200	MENARDS (MUSC)	Mastercraft 24"Wx80"H Primed Woodgr	04/30/2023	0	102.00 00024016

8370-00-8370-74200	MENARDS (MUSC)	Conex Container Project Materials - 7/1	04/30/2023	0	110.00 00024016
8370-00-8370-74200	MENARDS (MUSC)	2x4x8' Construction/Framing Lumber	04/30/2023	0	201.00 00024016
8370-00-8370-74200	MENARDS (MUSC)	Mastercraft 30"Wx80"H Primed Steel 6 F	04/30/2023	0	510.00 00024016
8370-00-8370-74200	MENARDS (MUSC)	Relay Multi-Tool/Gloves/Tie Down	04/30/2023	0	47.91
Vendor Subtotal:					1,889.76
8370-00-8370-74200	S.J. SMITH CO.	Conex Container Materials	04/30/2023	0	54.40
Vendor Subtotal:					54.40
8370-00-8370-74200	BOXHUB	Delivery Charge	04/30/2023	0	3,000.00 00023885
8370-00-8370-74200	BOXHUB	40ft Standard Wind & Watertight Contain	04/30/2023	0	4,790.00 00023885
8370-00-8370-74200	BOXHUB	20ft Standard Wind & Watertight Contain	04/30/2023	0	1,695.00 00023885
Vendor Subtotal:					9,485.00
Subtotal for FUND: 8370					11,429.16
9002-00-0000-21140	DEBRA DAVIS	Reimb Pet Deposit	04/28/2023	0	250.00
Vendor Subtotal:					250.00
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 4/28/23	04/30/2023	0	3,391.78
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 4/28/23	04/30/2023	0	78.39
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 4/28/23	04/30/2023	0	4.23
Vendor Subtotal:					3,474.40
9002-90-9020-41702	CITY OF MUSCATINE	Audit Fees	04/28/2023	0	1,202.00
Vendor Subtotal:					1,202.00
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE'	MPW - March Base PRI	04/30/2023	0	13.40
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE'	Mobile Phone 4/28/23	04/30/2023	0	4.50
Vendor Subtotal:					17.90
9002-90-9020-41904	MUSCATINE POWER & WATER	March Phone - Clark House	04/28/2023	0	148.32

			Vendor Subtotal:	148.32
9002-90-9020-41905	CITY OF MUSCATINE HOUSING RE' January Postage	04/30/2023	0	50.00
			Vendor Subtotal:	50.00
9002-90-9020-41914	CITY OF MUSCATINE HOUSING RE' MPW - March/April Machlink	04/30/2023	0	25.55
			Vendor Subtotal:	25.55
9002-90-9020-41914	MUSCATINE POWER & WATER March Internet - Clark House	04/28/2023	0	82.97
			Vendor Subtotal:	82.97
9002-90-9020-43100	MUSCATINE POWER & WATER March Water - Clark House	04/28/2023	0	307.67
			Vendor Subtotal:	307.67
9002-90-9020-43200	MUSCATINE POWER & WATER March Electric - Clark House	04/28/2023	0	3,914.89
			Vendor Subtotal:	3,914.89
9002-90-9020-43900	MUSCATINE POWER & WATER March Sewer - Clark House	04/28/2023	0	977.06
			Vendor Subtotal:	977.06
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Wages 4/28/23	04/30/2023	0	1,813.44
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 4/28/23	04/30/2023	0	1,112.00
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Longevity 4/28/23	04/30/2023	0	4.55
			Vendor Subtotal:	2,929.99
9002-90-9020-44201	MENARDS (MUSC) Grab Bar/Bleach	04/28/2023	0	21.27
			Vendor Subtotal:	21.27
9002-90-9020-44202	CITY OF MUSCATINE HOUSING RE' February Fuel	04/30/2023	0	15.93

			Vendor Subtotal:		15.93
9002-90-9020-44204	AMAZON.COM	Washer Door Lock	04/28/2023	0	58.93
9002-90-9020-44204	AMAZON.COM	Washer Door Lock	04/28/2023	0	58.93
			Vendor Subtotal:		117.86
9002-90-9020-44205	VAN METER INDUSTRIAL INC	CH Ballast Stock: ADV ICN2P32N35I E	04/30/2023	0	191.96 00023973
			Vendor Subtotal:		191.96
9002-90-9020-44206	HD SUPPLY FACILITIES MAINT	Replacement Toilet Flush Unit	04/30/2023	0	96.57
			Vendor Subtotal:		96.57
9002-90-9020-44207	MENARDS (MUSC)	Spray Paint/Orange Peel	04/30/2023	0	100.88
			Vendor Subtotal:		100.88
9002-90-9020-44208	HD SUPPLY FACILITIES MAINT	Thermostat Kit Replacement	04/30/2023	0	46.51
			Vendor Subtotal:		46.51
9002-90-9020-44218	BURNS & SON'S DIRECT APPLIANC	Washer Parts	04/30/2023	0	79.00
			Vendor Subtotal:		79.00
9002-90-9020-44218	HD SUPPLY FACILITIES MAINT	Drip Bowl	04/30/2023	0	97.35
			Vendor Subtotal:		97.35
9002-90-9020-44301	CITY OF MUSCATINE	Refuse	05/02/2023	0	182.32
			Vendor Subtotal:		182.32
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4/27/2023 CH 902; 705; 511 1st Fol	04/30/2023	0	300.00 00024118
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-13-23 CH 902 Bed Bug Initial	04/28/2023	0	412.00 00024025

9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-13-23 CH 902 Bed Bug Initial	04/28/2023	0	26.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-13-23 CH 705 Bed Bug Initial	04/28/2023	0	352.00 00024025
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-13-23 CH 705 Bed Bug Initial	04/28/2023	0	8.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-13-23 CH 511 Bed Bug Initial	04/28/2023	0	422.00 00024025
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #500	04/28/2023	0	20.00
Vendor Subtotal:					1,540.00
9002-90-9020-44306	CITY OF MUSCATINE HOUSING RE'	Verizon - April GPS	04/30/2023	0	10.47
Vendor Subtotal:					10.47
9002-90-9020-44309	IOWA DIVISION OF LABOR	Boiler Maintenance	04/30/2023	0	280.00
Vendor Subtotal:					280.00
9002-90-9020-44311	KELLY HEATING COOLING & PLBG	Water Leak 5th Floor	04/28/2023	0	276.95
Vendor Subtotal:					276.95
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 4/28/23	04/30/2023	0	51.51
Vendor Subtotal:					51.51
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'	FICA 4/28/23	04/30/2023	0	454.77
Vendor Subtotal:					454.77
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 4/28/23	04/30/2023	0	604.57
Vendor Subtotal:					604.57
9002-90-9020-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 4/28/23	04/30/2023	0	3,937.63
Vendor Subtotal:					3,937.63
9002-90-9020-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 4/28/23	04/30/2023	0	19.65

			Vendor Subtotal:		19.65
9002-90-9020-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 4/28/23	04/30/2023	0	67.69
			Vendor Subtotal:		67.69
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'	LTD BW Insurance 4/28/23	04/30/2023	0	25.21
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'	LTD BW Insurance 4/28/23	04/30/2023	0	3.10
			Vendor Subtotal:		28.31
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 1 inch Aluminum Cordless Suprc	04/30/2023	0	37.50 00023338
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 513 1 inch Aluminum Cordless Suprc	04/30/2023	0	555.87 00023338
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH Bulk Flooring per ft²	04/30/2023	0	5,534.59 00024100
			Vendor Subtotal:		6,127.96
			Subtotal for FUND: 9002		27,729.91
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 4/28/23	04/30/2023	0	1,036.82
			Vendor Subtotal:		1,036.82
9004-90-9040-41901	AMAZON.COM	Supplies	04/28/2023	0	8.29
			Vendor Subtotal:		8.29
9004-90-9040-41902	AMAZON.COM	Toner	04/28/2023	0	48.99
			Vendor Subtotal:		48.99
9004-90-9040-41904	CITY OF MUSCATINE HOUSING RE'	MPW - March Base PRI	04/30/2023	0	6.35
			Vendor Subtotal:		6.35
9004-90-9040-41904	MUSCATINE POWER & WATER	March Phone - Hershey	04/28/2023	0	67.58

			Vendor Subtotal:	67.58
9004-90-9040-41905	CITY OF MUSCATINE HOUSING RE' January Postage	04/30/2023	0	50.00
			Vendor Subtotal:	50.00
9004-90-9040-41914	CITY OF MUSCATINE HOUSING RE' MPW - March/April Machlink	04/30/2023	0	10.14
			Vendor Subtotal:	10.14
9004-90-9040-41914	MUSCATINE POWER & WATER March Internet - Hershey	04/28/2023	0	83.18
			Vendor Subtotal:	83.18
9004-90-9040-43100	MUSCATINE POWER & WATER March Water - Hershey	04/28/2023	0	125.95
			Vendor Subtotal:	125.95
9004-90-9040-43200	MUSCATINE POWER & WATER March Electric - Hershey	04/28/2023	0	2,293.31
			Vendor Subtotal:	2,293.31
9004-90-9040-43700	ALLIANT ENERGY March Gas - Hershey	04/28/2023	0	1,221.62
			Vendor Subtotal:	1,221.62
9004-90-9040-43900	MUSCATINE POWER & WATER March Sewer - Hershey	04/28/2023	0	293.51
			Vendor Subtotal:	293.51
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Wages 4/28/23	04/30/2023	0	906.72
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 4/28/23	04/30/2023	0	1,147.50
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Longevity 4/28/23	04/30/2023	0	12.03
			Vendor Subtotal:	2,066.25
9004-90-9040-44201	MENARDS (MUSC) Pine Cleaner/Staples	04/28/2023	0	15.88

9004-90-9040-44201	MENARDS (MUSC)	Duct Tape/Tubing/Pail	04/28/2023	0	99.33
9004-90-9040-44201	MENARDS (MUSC)	Utility Knife	04/28/2023	0	16.92
9004-90-9040-44201	MENARDS (MUSC)	Drop Cloth/Furring	04/28/2023	0	32.80
Vendor Subtotal:					164.93
9004-90-9040-44202	CITY OF MUSCATINE HOUSING RE'	February Fuel	04/30/2023	0	7.97
Vendor Subtotal:					7.97
9004-90-9040-44203	NEAL'S VACUUM & SEWING CENTIHM	Vacuum Replacement SEBO 350 M	04/30/2023	0	629.00 00024056
Vendor Subtotal:					629.00
9004-90-9040-44204	MENARDS (MUSC)	Lumber	04/28/2023	0	94.50
9004-90-9040-44204	MENARDS (MUSC)	Lumber	04/28/2023	0	94.50
9004-90-9040-44204	MENARDS (MUSC)	Drywall/Drop Cloth/Blank Plate	04/30/2023	0	84.47
Vendor Subtotal:					273.47
9004-90-9040-44206	PLUMB SUPPLY COMPANY	Drain Cleaner	04/28/2023	0	58.21
Vendor Subtotal:					58.21
9004-90-9040-44208	zoro	HM Bath Fan Motor	04/30/2023	0	214.64 00024054
Vendor Subtotal:					214.64
9004-90-9040-44301	CITY OF MUSCATINE	Refuse	05/02/2023	0	98.20
Vendor Subtotal:					98.20
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #208	04/30/2023	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #500	04/30/2023	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	DOS 4/27/2023 HM 201 - 1st Follow Up	04/30/2023	0	100.00 00024118
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #207	04/28/2023	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #208	04/28/2023	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	DOS 4-13-23 HM 202 Bed Bug Initial	04/28/2023	0	382.00 00024025
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	04/28/2023	0	300.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	04/28/2023	0	50.00

		Vendor Subtotal:			912.00
9004-90-9040-44305	JOHNSON CONTROLS SECURITY SC	Security 5/1/23 - 7/31/32	05/02/2023	0	1,881.39
		Vendor Subtotal:			1,881.39
9004-90-9040-44306	CITY OF MUSCATINE HOUSING RE'	Verizon - April GPS	04/30/2023	0	10.47
		Vendor Subtotal:			10.47
9004-90-9040-44311	KELLY HEATING COOLING & PLBG	Bathroom Sink Slow Drain HM317	04/28/2023	0	120.00
		Vendor Subtotal:			120.00
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 4/28/23	04/30/2023	0	27.94
		Vendor Subtotal:			27.94
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE'	FICA 4/28/23	04/30/2023	0	227.23
		Vendor Subtotal:			227.23
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 4/28/23	04/30/2023	0	292.92
		Vendor Subtotal:			292.92
9004-90-9040-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 4/28/23	04/30/2023	0	656.28
		Vendor Subtotal:			656.28
9004-90-9040-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 4/28/23	04/30/2023	0	6.59
		Vendor Subtotal:			6.59
9004-90-9040-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 4/28/23	04/30/2023	0	27.40
		Vendor Subtotal:			27.40

9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 4/28/23	04/30/2023	0	8.89
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE' LTD BW Insurance 4/28/23	04/30/2023	0	1.55
	Vendor Subtotal:			10.44
	Subtotal for FUND: 9004			12,931.07
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 4/28/23	04/30/2023	0	1,872.91
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Part-Time Wages 4/28/23	04/30/2023	0	78.39
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Longevity 4/28/23	04/30/2023	0	2.60
	Vendor Subtotal:			1,953.90
9006-90-9060-41702	CITY OF MUSCATINE Audit Fees	04/28/2023	0	851.00
	Vendor Subtotal:			851.00
9006-90-9060-41902	AMAZON.COM Toner	04/28/2023	0	33.94
	Vendor Subtotal:			33.94
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE' MPW - March Base PRI	04/30/2023	0	6.35
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE' Mobile Phone 4/28/23	04/30/2023	0	3.00
	Vendor Subtotal:			9.35
9006-90-9060-41905	CITY OF MUSCATINE HOUSING RE' January Postage	04/30/2023	0	50.00
	Vendor Subtotal:			50.00
9006-90-9060-41914	CITY OF MUSCATINE HOUSING RE' MPW - March/April Machlink	04/30/2023	0	10.14
	Vendor Subtotal:			10.14
9006-90-9060-43100	MUSCATINE POWER & WATER March Water - Sunset	04/28/2023	0	19.24
	Vendor Subtotal:			19.24

9006-90-9060-43200	MUSCATINE POWER & WATER	March Electric - Sunset	04/28/2023	0	15.89
		Vendor Subtotal:			15.89
9006-90-9060-43700	ALLIANT ENERGY	March Gas - Sunset Office	04/28/2023	0	113.23
9006-90-9060-43700	ALLIANT ENERGY	March Gas - Sunset Garage	04/28/2023	0	80.99
		Vendor Subtotal:			194.22
9006-90-9060-43900	MUSCATINE POWER & WATER	March Sewer - Sunset	04/28/2023	0	9.38
		Vendor Subtotal:			9.38
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 4/28/23	04/30/2023	0	2,168.16
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 4/28/23	04/30/2023	0	6.17
		Vendor Subtotal:			2,174.33
9006-90-9060-44201	PLUMB SUPPLY COMPANY	Lubricant	04/30/2023	0	2.28
		Vendor Subtotal:			2.28
9006-90-9060-44202	CITY OF MUSCATINE HOUSING RE'	February Fuel	04/30/2023	0	7.96
		Vendor Subtotal:			7.96
9006-90-9060-44204	PLUMB SUPPLY COMPANY	Label/Cement/Adapter/Coupler	04/30/2023	0	25.08
9006-90-9060-44204	PLUMB SUPPLY COMPANY	Grab Bar/Flange	05/02/2023	0	27.41
		Vendor Subtotal:			52.49
9006-90-9060-44204	SEIFFERT LUMBER CO	SS2908D 1 Replacement Drawer Box and	04/30/2023	0	126.16 00023853
9006-90-9060-44204	SEIFFERT LUMBER CO	Drawer Box	04/28/2023	0	78.94
		Vendor Subtotal:			205.10
9006-90-9060-44204	MUSCATINE LUMBER	Wood Filler	04/30/2023	0	19.98
9006-90-9060-44204	MUSCATINE LUMBER	Wood Filler	04/30/2023	0	14.99

			Vendor Subtotal:		34.97
9006-90-9060-44206	HD SUPPLY FACILITIES MAINT	Showerhead	04/30/2023	0	37.98
			Vendor Subtotal:		37.98
9006-90-9060-44206	MENARDS (MUSC)	Coupling/Clamps	04/30/2023	0	46.37
			Vendor Subtotal:		46.37
9006-90-9060-44207	MENARDS (MUSC)	Sandpaper	04/30/2023	0	4.98
9006-90-9060-44207	MENARDS (MUSC)	Spray Paint/Orange Peel	04/30/2023	0	99.01
			Vendor Subtotal:		103.99
9006-90-9060-44209	ARNOLD MOTOR SUPPLY	SS tractor: WIX42845 Air Filter	04/30/2023	0	11.76 00024053
9006-90-9060-44209	ARNOLD MOTOR SUPPLY	SS Tractor: WIXWL10343	04/30/2023	0	31.01 00024053
9006-90-9060-44209	ARNOLD MOTOR SUPPLY	SS Tractor: WIX46449 Engine Oil Filter	04/30/2023	0	4.41 00024053
9006-90-9060-44209	ARNOLD MOTOR SUPPLY	SS Tractor: WAR75-474-3 P/M Gal Pre	04/30/2023	0	56.97 00024053
9006-90-9060-44209	ARNOLD MOTOR SUPPLY	SS Tractor: WIX33262 Fuel Filter	04/30/2023	0	8.45 00024053
9006-90-9060-44209	ARNOLD MOTOR SUPPLY	SS Tractor: AOI5380 PM 15W40 fleet12	04/30/2023	0	14.37 00024053
9006-90-9060-44209	ARNOLD MOTOR SUPPLY	SS Tractor: WIX46449 Air Filter	04/30/2023	0	13.45 00024053
			Vendor Subtotal:		140.42
9006-90-9060-44218	HD SUPPLY FACILITIES MAINT	Drip Bowl	04/30/2023	0	66.96
			Vendor Subtotal:		66.96
9006-90-9060-44218	AMAZON.COM	Electric Range Burner Control Switch	04/30/2023	0	26.99
			Vendor Subtotal:		26.99
9006-90-9060-44301	CITY OF MUSCATINE	Refuse	05/02/2023	0	320.00
			Vendor Subtotal:		320.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	04/28/2023	0	50.00

9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	04/28/2023	0	250.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	04/28/2023	0	250.00
		Vendor Subtotal:			550.00
9006-90-9060-44306	CITY OF MUSCATINE HOUSING RE'	Verizon - April GPS	04/30/2023	0	13.96
		Vendor Subtotal:			13.96
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Plugged Main Sewer - 2804D	04/28/2023	0	760.00
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Tub Leak 2812 C	04/28/2023	0	85.00
		Vendor Subtotal:			845.00
9006-90-9060-44311	WULFS SEPTIC SERVICE	Sewer Repair #2806	04/30/2023	0	695.50
		Vendor Subtotal:			695.50
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 4/28/23	04/30/2023	0	33.06
		Vendor Subtotal:			33.06
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'	FICA 4/28/23	04/30/2023	0	291.54
		Vendor Subtotal:			291.54
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 4/28/23	04/30/2023	0	389.71
		Vendor Subtotal:			389.71
9006-90-9060-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 4/28/23	04/30/2023	0	2,250.07
		Vendor Subtotal:			2,250.07
9006-90-9060-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 4/28/23	04/30/2023	0	12.57
		Vendor Subtotal:			12.57

9006-90-9060-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 4/28/23	04/30/2023	0	54.78
		Vendor Subtotal:			54.78
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'	LTD Insurance 4/28/23	04/30/2023	0	13.60
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'	LTD BW Insurance 4/28/23	04/30/2023	0	10.84
		Vendor Subtotal:			24.44
9006-90-9060-75200	CARVER CONSTRUCTION	SS 2800C Cabinet Installation Labor	04/30/2023	0	1,935.00 00023972
		Vendor Subtotal:			1,935.00
		Subtotal for FUND: 9006			13,462.53
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 4/28/23	04/30/2023	0	4,156.94
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 4/28/23	04/30/2023	0	627.14
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 4/28/23	04/30/2023	0	6.83
		Vendor Subtotal:			4,790.91
9007-90-9070-41702	CITY OF MUSCATINE	Audit Fees	04/28/2023	0	3,750.00
		Vendor Subtotal:			3,750.00
9007-90-9070-41901	CITY OF MUSCATINE HOUSING RE'	Office Supplies - Nov 22	04/30/2023	0	2.05
		Vendor Subtotal:			2.05
9007-90-9070-41902	LUPTON & TOYNE PRINTERS	Envelopes	04/30/2023	0	94.00
		Vendor Subtotal:			94.00
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE'	MPW - March Base PRI	04/30/2023	0	44.44
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE'	Mobile Phone 4/28/23	04/30/2023	0	1.50
		Vendor Subtotal:			45.94

9007-90-9070-41914	CITY OF MUSCATINE HOUSING RE' MPW - March/April Machlink	04/30/2023	0	78.15
	Vendor Subtotal:			78.15
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE' Unemployment 4/28/23	04/30/2023	0	41.08
	Vendor Subtotal:			41.08
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE' FICA 4/28/23	04/30/2023	0	331.83
	Vendor Subtotal:			331.83
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE' IPERS 4/28/23	04/30/2023	0	452.25
	Vendor Subtotal:			452.25
9007-90-9070-45403	CITY OF MUSCATINE HOUSING RE' Health Insurance 4/28/23	04/30/2023	0	3,258.78
	Vendor Subtotal:			3,258.78
9007-90-9070-45404	CITY OF MUSCATINE HOUSING RE' Life Insurance 4/28/23	04/30/2023	0	13.05
	Vendor Subtotal:			13.05
9007-90-9070-45405	CITY OF MUSCATINE HOUSING RE' Dental Insurance 4/28/23	04/30/2023	0	66.08
	Vendor Subtotal:			66.08
9007-90-9070-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 4/28/23	04/30/2023	0	18.23
	Vendor Subtotal:			18.23
9007-90-9070-47150	MCSA-MWA-LIMITED PARTNERSH New HAP I Smith Full April	04/30/2023	0	366.00
	Vendor Subtotal:			366.00
9007-90-9070-47150	TICO INVESTMENTS New HAP S Suiter 15 of 30 Days April F	04/30/2023	0	551.00

			Vendor Subtotal:		551.00
9007-90-9070-47150	EVERGREEN PROPERTY MGNMT	New HAP E Roberts Full April	04/28/2023	0	591.00
			Vendor Subtotal:		591.00
9007-90-9070-47150	CROSSROADS INC	New HAP A Salek Full March/April	04/30/2023	0	180.00
			Vendor Subtotal:		180.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP S Cooper 5 of 31 Days March	04/30/2023	0	19.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP A Goodwin 10 of 31 Days Apr	04/30/2023	0	181.00
			Vendor Subtotal:		200.00
9007-90-9070-47150	KEVIN WIESKAMP	New HAP J Keefe Full April	04/30/2023	0	922.00
			Vendor Subtotal:		922.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 4/28/23	04/30/2023	0	1,692.80
			Vendor Subtotal:		1,692.80
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 4/28/23	04/30/2023	0	15.23
			Vendor Subtotal:		15.23
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'	FICA 4/28/23	04/30/2023	0	116.78
			Vendor Subtotal:		116.78
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 4/28/23	04/30/2023	0	159.80
			Vendor Subtotal:		159.80
9007-90-9071-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 4/28/23	04/30/2023	0	1,289.98

		Vendor Subtotal:		1,289.98
9007-90-9071-45404	CITY OF MUSCATINE HOUSING RE' Life Insurance 4/28/23	04/30/2023	0	8.57
		Vendor Subtotal:		8.57
9007-90-9071-45405	CITY OF MUSCATINE HOUSING RE' Dental Insurance 4/28/23	04/30/2023	0	32.23
		Vendor Subtotal:		32.23
9007-90-9071-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 4/28/23	04/30/2023	0	14.72
		Vendor Subtotal:		14.72
		Subtotal for FUND: 9007		19,082.46
		Report Total:		718,744.35

BILLS FOR APPROVAL SUMMARY
May 5, 2023

Computer Bill Lists

Regular Bills 5/5/23		\$	718,744.35
Payroll Vendor Checks 4/28/23			42,599.51
Payroll Vendor ACH Payments 4/28/23			94,872.43
	Subtotal	\$	<u>856,216.29</u>

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance April	\$	79,000.00
Wellmark Insurance	Health/Dental Insurance May		79,000.00
Treasurer State of Iowa	State Tax Withholding		27,113.99
Treasurer State of Iowa	State Tax Withholding		117.98
Payroll Account	Transfer		426,003.80
Payroll Account	Transfer		1,656.13
Internal Revenue Service	Federal Withholding		113,348.49
Internal Revenue Service	Federal Withholding		485.23
Iowa Workforce Development	Unemployment		38,948.13
Treasurer State of Iowa	Monthly Sales Tax		34,127.65
	Subtotal	\$	<u>799,801.40</u>

Voucher Program

Various Landlords	Actual May Rent	\$	1,834.00
		\$	<u>1,834.00</u>

Voids

Void Checks 5/2/23	Operating	\$	(820.09)
	Subtotal	\$	<u>(820.09)</u>

Total Expenditures	\$	<u><u>1,657,031.60</u></u>
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4/28/2023	PAYROLL ACH	MISSION SQUARE ICMA	12,019.16
4/28/2023	PAYROLL ACH	MISSION SQUARE ICMA RC	1,464.53
4/28/2023	PAYROLL ACH	MUNICIPAL FIRE & POLICE	76,873.74
4/28/2023	PAYROLL ACH	NATIONWIDE	4,515.00
4/28/2023	PAYROLL CHECKS	AFA FLEX BILLING	5,155.66
4/28/2023	PAYROLL CHECKS	AFLAC	663.04
4/28/2023	PAYROLL CHECKS	ALLSTATE	39.14
4/28/2023	PAYROLL CHECKS	AMERICAN FIDELITY	2,934.26
4/28/2023	PAYROLL CHECKS	CITY OF MUSCATINE	31,777.08
4/28/2023	PAYROLL CHECKS	CLERK OF COURT	97.07
4/28/2023	PAYROLL CHECKS	MUSCATINE CO SHERIFF	166.17
4/28/2023	PAYROLL CHECKS	STATE OF IL	198.40
4/28/2023	PAYROLL CHECKS	UNITED WAY	77.00
4/28/2023	PAYROLL CHECKS	ATTN: REVENUE ADMIN	1,491.69



City of Muscatine

ITEM NUMBER 2023-0178

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Carol Webb, City Administrator

SUBJECT

First Reading of an Ordinance Temporarily Amending City Code to Address Public Health and Safety Issues related to the July 29, 2023 visit of the Registers Annual Great Bike Ride Across Iowa (RAGBRAI) to Muscatine

EXECUTIVE SUMMARY

In preparation for welcoming 20,000 to 30,000 +/- RAGBRAI cyclists and visitors to our community on July 29, 2023, the Muscatine RAGBRAI Committee has requested the City approve a temporary ordinance to ensure a safe, healthy, and friendly event for riders, visitors, and residents. Adoption of such an ordinance is recommended by the official RAGBRAI Town Handbook. The City adopted a similar ordinance for RAGBRAI'S 2016 visit to Muscatine.

STAFF RECOMMENDATION

Staff recommends approval

BACKGROUND/DISCUSSION

In preparation for welcoming 20,000 to 30,000 +/- RAGBRAI cyclists and visitors to our community on July 29, 2023, the Muscatine RAGBRAI Committee has requested the City approve a temporary ordinance to ensure a safe, healthy, and friendly event for riders, visitors, and residents. Adoption of such an ordinance is recommended by the official RAGBRAI Town Handbook.

The purpose of this ordinance is as follows:

1. Establish regulations for commercial vendors who desire to sell food or goods to the public
2. Establish commercial vendor fees
3. Establish regulations for the service of alcoholic beverages.

4. Describe the penalties for violation of the RAGBRAI ordinance.

The City adopted a similar ordinance for RAGBRAI'S 2016 visit to Muscatine.

CITY FINANCIAL IMPACT

The vendor fees established in this ordinance and received by the Muscatine RAGBRAI committee will be utilized to host and operate the event.

ATTACHMENTS

1. 2023 RAGBRAI ORDINANCE

RAGBRAI ORDINANCE NO. 2023-0178

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MUSCATINE, IOWA, ENACTED TO ASSIST CITY OFFICIALS AND THE RAGBRAI COMMITTEE TO ADDRESS PUBLIC HEALTH AND SAFETY ISSUES CREATED BY THE INFUSION OF A LARGE NUMBER OF PEOPLE INTO THE CITY OF MUSCATINE WHEN THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA (RAGBRAI) ARRIVES IN MUSCATINE ON JULY 29, 2023, AND DEPARTS ON JULY 29, 2023.

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

Section I. That the Municipal Code of the City of Muscatine, Iowa, be amended by this Ordinance designated "RAGBRAI ORDINANCE", which because of its temporary nature shall not be printed as part of the permanent Code of Ordinances. The RAGBRAI Ordinance is as follows:

Section 1. Definitions.

- A. As used herein, "food" shall include food products of all kind including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.
- B. As used herein, "person" shall include any individual person, club, group, organization, partnership, corporation or entity of any kind.
- C. The RAGBRAI Committee for purposes herein shall be defined as the Advisory Board and the Executive Committee as designated by the Greater Muscatine Chamber of Commerce & Industry.

Section 2. Commercial Vendor Booth – Permit Required.

No for-profit person, shall provide or sell food or goods to the public in Muscatine, Iowa, on July 29, 2023 at a location other than their regularly established place of business unless said person shall first obtain a Commercial Vendor Booth Permit from the Muscatine RAGBRAI Committee through the Greater Muscatine Chamber of Commerce & Industry office located at 100 W. 2nd Street, Muscatine, Iowa. The RAGBRAI Committee shall review all permits.

For purposes of this Section, a Peddler Permit previously issued by the City of Muscatine shall not exempt the person or entity from the requirement to obtain a vendor permit pursuant to this Ordinance.

Section 3. Commercial Vendor Booth Fees

The fee for a Commercial Vendor Booth Permit shall be \$350.00.

Section 4. Commercial Vendor Booth Location

A Vendor who has been granted a Muscatine Commercial Vendor Booth Permit shall locate its temporary sale facility within city limits at a location, and only at that location, to be determined by the official Muscatine RAGBRAI Committee.

Section 5. Non-Profit Vendor Booth – Permit Required

No non-profit person of any kind shall provide or sell food or goods to the public in Muscatine on July 29, 2023, at a location other than their regularly established place of business unless said person or entity shall first obtain a Non-Profit Vendor Booth permit from the Muscatine RAGBRAI Committee through Greater Muscatine Chamber of Commerce & Industry office located at 100 W. 2nd Street, Muscatine, Iowa. The RAGBRAI Committee shall review all permits.

Section 6. Non-Profit Vendor Booth Fees

The fee for a local Non-Profit Vendor Booth Permit shall be \$150.00.

Section 7. Non-Profit Vendor Booth Location

A vendor who has been granted a Muscatine Non-Profit Vendor Booth Permit shall locate its temporary facility within city limits at a location, and only at that location, to be determined by the official Muscatine RAGBRAI Committee.

Section 8. Non-Glass Containers.

To promote public safety during RAGBRAI, all beverages, both alcoholic and nonalcoholic, sold in Muscatine, Iowa, by any vendor, business or liquor licensee to be consumed outside shall be sold in non-glass containers on July 29, 2023. Sales of any beverage by a beer permit holder, business or liquor license holder which is to be consumed outside the building if permitted by the beer permit or liquor license, shall not be served in glass containers.

Section 9. Health Regulations

A person issued a commercial or non-profit food booth permit pursuant to this Ordinance shall comply with the Iowa Department of Health rules and regulations, including obtaining appropriate permits, pertaining to the sale and dispensing of food for consumption on its premises.

Section 10. Refundable Cleanup Deposit

Permitted vendors shall pay, at the time of application, a \$150.00 refundable deposit. If cleanup of the site is approved by the Sanitation Committee, the deposit will be refunded.

Section 11. Declining Permit

The Muscatine RAGBRAI Committee shall approve all permits and have sole discretion to decline to issue a permit for any reason, provided, however, that no applicant for a permit shall be denied based upon the race, creed, color, sex, age, or country of origin of the applicant.

Section 12. Application Deadline

All applications for permits must be received by June 1, 2023. Applications received after this date are not ensured of approval and are subject to a \$250 late fee.

Section 13. Electrical Service

The fee for providing electrical service (subject to availability) to each booth shall be \$50.00 per pole. Additional charges may apply if more than basic electrical needs are requested.

Section 14. Outdoor Alcoholic Beverage Garden.

The presence of 20,000 to 30,000 extra people in Muscatine on July 29, 2023, many of whom may be consuming alcoholic beverages, has the potential to overwhelm local law enforcement personnel. Therefore, in order to ensure public safety and to facilitate police protection, the Council determines that there may be no more than one applicant permitted to operate an outdoor alcoholic beverage garden from a temporary location on the aforementioned date.

The beverage garden shall be constructed so as to meet the requirements of the vendor's liquor liability insurance and the liquor license or beer permit.

Businesses that have an existing outdoor beverage garden with appropriate liquor license as of the date of approval of this Ordinance shall be permitted to operate such within the space defined in their license.

Section 15. Motorized Vehicles

The use of motorized vehicles such as scooters, golf carts, ATV's, etc. are prohibited in event venue areas, as designated by the Muscatine RAGBRAI Committee, unless specifically authorized by the Committee or Police Chief.

Section 16. Nuisance.

The sale of food or the erection of a temporary facility for the sale of food or other merchandise without a commercial or non-profit vendor permit on July 29, 2023, is in violation of this Ordinance and shall be considered a nuisance as defined by Section 9-3-1 of the City of Muscatine's Municipal Code. If this type of nuisance is determined to exist by the City of Muscatine, an emergency abatement procedure pursuant to 9-3-14 of the City of Muscatine's Municipal Code is hereby authorized and may be executed by any peace officer, authorized city employee or those acting at their direction by dismantling and removing the nuisance without notice.

Section 17. Violations - Penalties

Selling or supplying food or goods to the public without a Muscatine Commercial/Non-Profit Vendor Booth Permit on July 29, 2023, when such a permit is required, is in violation of this Ordinance. The Muscatine RAGBRAI Committee may, at its sole discretion, issue a permit, subject to receipt of booth fee, regular late fee, and an additional late fee of \$500.00. Furthermore, any violation of this Chapter shall constitute a municipal infraction, as set forth in Appendix A of the City Code of Ordinances, and therefore, any civil penalties may likewise be assessed and enforced as set forth therein.

Section 18. Street Closings

During the effective dates of this Ordinance and without prior Council approval regarding the blocking of any city streets, any Muscatine police officer, or those at their direction, may place barricades or road blocks in any City street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of Muscatine.

Section 19. Effective

The provisions of this Ordinance shall be in effect upon passage by the Muscatine City Council and remain in effect until 8:00 p.m. on July 29, 2023.

Section 20. Certain Ordinances Suspended

Effective July 29 beginning at 5:00 a.m. to July 29, 2023 ending at 5:00 p.m., Ordinance Chapters 7-14-1, 7-14-8 through 10 related to bicycles shall be suspended and shall not be enforced except at the discretion of the Muscatine Police Department.

Section 21. Authority

Any and all issues and appeals regarding this Ordinance will be brought to the local Muscatine RAGBRAI Committee and the City of Muscatine for resolution.

Section 22. Repealer

All previous ordinances or parts of such ordinances in conflict with provisions of this Ordinance are hereby repealed.

Section 23. Severability Clause

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

Section 24. When Effective

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2023.

Dr. Bradley Bark, Mayor

ATTEST:

Carol A. Webb, City Clerk

First Reading: 4/20/23
Second Reading: _____
Final Reading: _____
Publication: _____



City of Muscatine

ITEM NUMBER 2023-0179

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Second Reading of an Ordinance Establishing Refuse Collection Monthly Fees for Class I and Class III Domestic Waste Effective July 1, 2023

EXECUTIVE SUMMARY

Title 13, Chapter 3, Section 11 of the Muscatine City Code provides for the establishment of Refuse Collection Rates with the fees to be set by Ordinance of the City Council. The recently adopted City Budget for Fiscal Year 2023/2024 includes an increase in the monthly rates for residential refuse collection services from the current \$22.00 per month for regular residential customers to \$23.00, and for senior customers (65 years of age and over) from \$17.00 per month to \$18.00.

STAFF RECOMMENDATION

Staff recommends approval of the second reading of this ordinance

BACKGROUND/DISCUSSION

The recently adopted fiscal year 2023/2024 budget included a \$1.00 per residential customer per month increase in the refuse collection rates. This increase was recommended due to the increased costs of providing the refuse collection service including increased fuel costs, increased wage and benefit costs, and increased costs of replacement refuse collection vehicles. This will increase the monthly rates from the current \$22.00 per month for regular residential customers to \$23.00, and for senior customers (65 years of age and over) from \$17.00 per month to \$18.00. The ordinance is scheduled to be considered on three readings as follows:

April 20, 2023 1st Reading
May 4, 2023 2nd Reading
May 18, 2023 3rd Reading

CITY FINANCIAL IMPACT

None since the 2023/2024 budget included this rate increase.

ATTACHMENTS

1. Refuse Rates Eff 7-1-23 Ord.4-20-23 (1st Reading) (1)

ORDINANCE NO. 2023-0179

**ORDINANCE ESTABLISHING REFUSE COLLECTION MONTHLY FEES
FOR CLASS I AND CLASS III DOMESTIC WASTE EFFECTIVE JULY 1, 2023**

WHEREAS, the City Code for the City of Muscatine, Iowa, provides for collection of fees related to Class I and Class III Domestic Waste; and provides for establishing fees for Class II Domestic and Commercial Accounts; and

WHEREAS, the City Budget for Fiscal Year 2023/2024 includes an increase in the monthly rates for residential refuse collection services;

NOW, THEREFORE, BE IT ORDAINED by the City of Muscatine that Title 13, Chapter 3, Section 11 is hereby amended as follows:

13-3-11 Collection Fees. The City Council shall establish by ordinance monthly collection fees for Class I and III domestic waste and establish the guidelines for collection fees for Class II domestic and commercial accounts. The following refuse collection rates are hereby established effective July 1, 2023:

- (A) **Class I and III.** Twenty-three dollars (\$23.00) per month for each single-family dwelling, except persons sixty-five (65) years of age and over shall be charged eighteen dollars (\$18.00) per month for each single-family dwelling. However, yard waste fees shall be charged on a per bag basis.
- (B) **Class I and III.** Twenty-three dollars (\$23.00) per month for each dwelling unit or apartment unit in a multi-family dwelling or apartment building with up to five (5) units, except persons sixty-five (65) years of age and over shall be charged eighteen dollars (\$18.00) per month for each dwelling unit or apartment in a multi-family dwelling or apartment building with up to five (5) units. However, yard waste fees shall be charged on a per bag basis.

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

Brad Bark, Mayor

Attest:

Carol Webb, City Clerk

First Reading 4/20/23
Second Reading 5/4/2023
Third Reading
Publication



City of Muscatine

ITEM NUMBER 2023-0180

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Nancy Lueck, Finance Director
Jon Koch, Water Pollution Control Plant Director

SUBJECT

Second reading of Ordinance Amending Title 13, Chapter 5, Section 4 Collection and Drainage and Title 13, Chapter 5, Section 5, Subsection A, Sewerage Rate Component to Set Collection and Drainage and Sewer Rates

EXECUTIVE SUMMARY

A review of the 2023 Sewer Rate Study was presented to the City Council at the In Depth meeting on April 13, 2023 by Bob Veenstra of Veenstra and Kimm Engineering. This rate study was designed to determine revenue needs compared to projected costs of the Collection and Drainage Fund and the Water Pollution Control Operations Fund. The study concluded that incremental increases in rates over the next 5 years will be necessary to maintain acceptable funding levels in the two funds studied. It is now time for City Council to consider the ordinance providing for the implementation of the 2023 Sewer Rate Study recommendations.

STAFF RECOMMENDATION

Staff recommends approval of the second reading of this ordinance

BACKGROUND/DISCUSSION

Since the City enacted the current rate structure approximately 20 years ago, the City Council has tried to avoid large rate increases. The City Council has focused on implementing smaller rate increases on an annual basis. City staff directed that the study be conducted with the same focus to minimize the impact on the rate payer. By forecasting what large capital expenses were expected over the next 10 years, Bob Veenstra used computer modeling to determine if current revenue levels would maintain acceptable funding levels in these funds. Based on future capital and operational cost projections in the computer model, the rate study recommendations include (1) 3% annual increases in the sewer rates over the next five years; and (2) 5% annual increases in the collection and drainage rate over the next four years and 3% for the 5th year. The larger percentage increases in collection and drainage rates are due to upcoming projects including the Papoose Force Main Redundant Line mandated by an

Administrative Consent Order with the Iowa Department of Natural Resources to be completed by December 31, 2026.

Sewer and Collection and Drainage rate changes are required to be done by ordinance. The three ordinance readings are scheduled for:

April 20, 2023	1 st Reading
May 4, 2023	2 nd Reading
May 18, 2023	3 rd Reading

CITY FINANCIAL IMPACT

None since the 2023/2024 budget allowed for these rate increases.

ATTACHMENTS

1. Veenstra & Kimm Sewer Enterprise Fund Overview and Recommendations.230317 (1) 4-13-23
2. Veenstra & Kimm Collection & Drainage Overview and Recommendations.4-13-23
3. Average Monthly Bill Impacts
4. Sewer Rate Ord Eff 7-1-23.4-20-23 (First Reading) (1)



March 20, 2023

Nancy Lueck
City of Muscatine
215 Sycamore
Muscatine, Iowa 52761-3840

MUSCATINE, IOWA
SEWER RATE STUDY – 2022
SEWER ENTERPRISE FUND
OVERVIEW AND RECOMMENDATIONS

This letter presents an overview of the 2022 Sewer Rate Study related to the Sewer Enterprise Fund. This letter sets forth recommendations for rate adjustments for the five year period from FY 2023-2024 (FY 24) through FY 2027-2028 (FY 28).

The last sewer rate study for the City of Muscatine was completed in 2018. The 2018 rate study recommended the City continue the program of annual increases in both the monthly availability charge and the commodity charge. That rate study recommended a 3% annual increase in each of the two components of the rate structure. The City Council subsequently adopted the recommendation.

The first aspect of the rate study was to compare the projected revenues and expenses for FY 19 through FY 22 with the actual revenues and expenditures. Because the current fiscal year ending June 30, 2023 is not complete, the rate study does not compare the 2018 rate study projection to the current fiscal year.

The following table shows a comparison of the projection to actual for each of the four fiscal years.

<u>Category</u>	<u>Projected</u>	<u>Actual</u>
<u>FY 19</u>		
Total Revenue	\$5,252,786	\$5,018,345
Total Expenditures	\$5,412,159	\$5,082,734
Gain/Loss	-\$159,373	-\$64,389
Year End Fund Balance	\$1,066,072	\$1,784,198
<u>FY 20</u>		
Total Revenue	\$5,526,301	\$5,338,572
Total Expenditures	\$5,793,492	\$5,026,818
Gain/Loss	-\$267,191	\$311,754
Year End Fund Balance	\$798,881	\$2,078,012
<u>FY 21</u>		
Total Revenue	\$5,815,586	\$5,631,872
Total Expenditures	\$6,064,693	\$5,404,112
Gain/Loss	-\$249,107	\$227,760
Year End Fund Balance	\$549,774	\$2,456,315
<u>FY 22</u>		
Total Revenue	\$6,121,573	\$5,721,184
Total Expenditures	\$5,867,456	\$5,437,165
Gain/Loss	\$254,117	\$284,019
Year End Fund Balance	\$803,890	\$2,511,019

The projected year end for the fiscal year ending June 30, 2023.

<u>Category</u>	<u>Projected</u>
<u>FY 23</u>	
Total Revenue	\$5,873,507
Total Expenditures	\$5,378,890
Gain/Loss	\$498,617
Year End Fund Balance	\$3,009,907

During the four year period FY 19 through FY 22 the Sewer Enterprise Fund performed better than anticipated. The 2018 rate study projected during the four year period FY 19 through FY 23 the fund would experience a loss in three of the four years and would only experience a gain in the final fiscal year FY 22. The fund balance was projected to decrease over the four year period by approximately \$421,500.

During the four year period the fund experienced a small loss in FY 19 and noticeable gains in FY 20 through FY 22. Rather than declining, the fund balance actually increased over the four year period and ended on June 30, 2022 with a balance of \$2,511,019.

Over the four year period the actual revenue trailed the 2018 revenue projection. The actual revenue of \$21,709,973 was \$1,006,273 less than the revenue of \$22,716,246 projected in the 2018 rate study. Over the four year period the total revenue lagged the projection by 4.43%.

During the four year period the expenditures were lower than the projected expenditures in the 2018 rate study. The actual four year expenditures totaled \$20,950,829. The 2018 rate study projected expenditures during the four fiscal year period were \$23,137,800. The actual expenditures were \$2,186,971 less than the 2018 rate study projection. This lower expenditures translated to 9.45% of the projected expenditures.

Over the four fiscal year period the expenditures were a net 5% lower than the expected expenditures when adjusted for the lag in revenue. It is the lower expenditures in relationship to revenue that result in an increase in the year end fund balance.

It is noted while it is possible to compare the annual gain and loss, the year end fund balance is not as easily trackable. The year end fund balance on June 30, 2018 was only a projection as that fiscal year was not complete at the time of the 2018 rate study. The performance of the fund during the fiscal year ending June 30, 2018 exceeded the projection and resulted in a fund balance on June 30, 2018 that was greater than projected in the rate study. Also, there are adjustments that are made through the four year period that result in deviations between the

theoretical fund balance and the actual fund balance. For purposes of the rate study the focus should be on the actual fund balance at the end of each fiscal year and not on a numeric tracking of the fund balance based on annual gain and loss.

The fund balance on June 30, 2022 of \$2,511,019 translates to 46% of the expenditures in FY 22. Historically, the City has targeted a fund balance in the range of 30% of annual revenue.

The City has identified a series of capital improvement projects to be implemented over the next several years, including the Priority 1 and Priority 2 projects. When embarking on an aggressive capital improvement program it is always prudent to have a strong fund balance. The fund balance provides the City the option to absorb unexpected increases in capital project costs while still maintaining the long term rate setting strategy the City has utilized for the last 20 years.

One of the significant factors affecting the revenue projection is the number of monthly minimums paid and the number of commodity units billed on an annual basis. Periodically it is appropriate to reassess both the number of bills as well as the commodity volume for each of the class users. An assessment of billing units was completed as part of the 2018 rate study as there appeared to be deviations from the levels projected in the 2013 rate study.

A review of the units billed for the last four fiscal years indicate there have been changes in the usage levels since the last adjustment in 2018. The 2018 rate study reviewed the actual number of monthly minimums and commodity units to adjust the levels for the Class 1, Class 1 - Senior, Class 2, Class 3, Class 5 and City billed industrial users.

The following tabulation shows the utilization levels used for the 2018 rate study compared to the number of units used for the 2022 rate study.

<u>User/Classification</u>	<u>2018 Annual Units</u>	<u>2018 Annual Minimums</u>	<u>2022 Annual Units</u>	<u>2022 Annual Minimums</u>
Class 1	650,000	95,000	617,800	98,250
Class 1 - Senior	46,000	13,000	41,400	12,100
Class 2	79,000	268	58,200	281
Class 3	6,000	168	3,735	160
Class 5	33,000	802	28,200	760
GPC	60,000	12	52,000	12
Lutheran Homes	7,800	12	11,230	12
Linde	22,000	12	41,850	12
Union Tank Car	11,000	12	6,425	12
Phelps	15,000	12	20,200	12
Ripley's	34,176	12	34,176	12

For most categories the 2022 rate study number of units was based on the actual number of units for FY 22.

As noted in the tabulation there was an overall decline in the number of units between 2018 and 2022. There are some exceptions to the overall decline. For example, the number of minimum units for Class 1 increased between the two rate studies.

Some of the industrial users showed an increase in the number of units between the 2018 rate study and the 2022 rate study. Other industrial users showed a decrease in the overall number of units between the 2018 rate study and the 2022 rate study.

In aggregate, there was a decline in the number of billing units between 2018 and 2022. As noted earlier the revenue over the four year period FY 19 through FY 22 was lower than projected in the 2018 rate study. The decrease in revenue is attributable to the decrease in the number of aggregate billing units.

The aggregate decline in the number of billing units between 2018 and 2022 is a continuation of the trend that started with the 2013 rate study. For example, in the 2013 rate study the number of Class 1 billing commodity units was 700,000. That number of billing units has decreased by slightly more than 10% over the last 10 years.

Over the 10 year period the number of Class 2 billing units decreased from a projected 107,000 in 2013 to 58,200 in the 2022 rate study. There were some exceptions to the trend of decreasing higher class user units.

The following table shows a comparison of the revenues projected for Kraft Heinz for the five fiscal years FY 2018 through FY 2022 compared to the actual revenue.

<u>Fiscal Year</u>	<u>2018 Rate Study Projection</u>	<u>Actual Revenue</u>
FY 2018	\$509,535.00	\$502,208.40
FY 2019	\$601,589.00	\$574,940.70
FY 2020	\$613,620.78	\$649,856.52
FY 2021	\$625,893.20	\$710,647.68
FY 2022	\$638,411.06	\$786,368.82

A major source of increased revenue over the five year period is the Kraft Heinz billings. In FY 18 and FY 19 the Kraft Heinz revenue was relatively close to the rate projection. Starting in FY 20 and continuing through FY 22 the Kraft Heinz revenue was noticeably higher than the revenue projected in the 2018 rate study.

The Kraft Heinz revenue is based on the block rate agreement concept the City and Kraft Heinz have utilized for over 20 years. The Kraft Heinz revenue is directly related to a combination of its annual volume of flow and annual biological loading (BOD₅). The increased revenue is attributable to either an increase in flow, an increase in biological loading or a combination of increases in flow and biological loading.

Over the 10 year period since 2013 the Kraft Heinz revenue has increased noticeably. In the timeframe of the 2013 rate study the annual Kraft Heinz revenue was projected to be about \$180,000 per year. Adjusted for the annual rate increases the 2013 Kraft Heinz revenue of \$180,000 would translate to a revenue in 2022 of approximately \$240,000. The increased flow and loading from Kraft Heinz over the last 10 years have directly translated to an increase in revenue of approximately \$540,000 annually.

This rate study utilized the same basic concept for projecting revenues and expenses based on prior years used in the previous rate studies. Sewer user charge revenue from the various users are projected based on the annual number of units and the rate established by the rate ordinance. Charges for miscellaneous income sources remain relatively stable and are based on the prior year level of revenue.

The 2018 rate study added a new revenue source from fat, oil and grease charges. The 2018 rate study projected the revenue from the fat, oil and grease charges would be in the range of \$200,000 per year. In FY 18 and FY 19 the actual revenue was just over \$100,000, or noticeably less than the revenue projected in the 2018 rate study. In FY 20, FY 21 and FY 22 the revenue exceeded the projection with the revenue in FY 20 and FY 22 averaging around \$250,000 per year. The revenue in FY 21 of approximately \$418,000 is considered an anomaly.

For purposes of this rate study the fat, oil and grease charge revenue is projected to increase annually above the actual revenue in FY 22. The baseline revenue in FY 22 was \$255,598. This revenue is slowly projected to increase to about \$300,000 in FY 28.

The 2018 rate study added a new category of high strength waste charges. The 2018 rate study projected the high strength waste charges would be average about \$100,000 per year.

The first separately identified high strength waste charge revenue was experienced in FY 20 at just under \$16,000. By FY 22 the revenue had increased to \$120,398.75.

For purposes of this rate study the high strength waste revenue is projected to increase at a rate of 2% per year of the baseline revenue in FY 2022. By FY 28 the high strength waste revenue is projected to reach about \$135,000.

The 2018 rate study projected the total revenue from fat, oil and grease and high strength waste to total \$300,000 per year. The 2022 rate study projects the revenue to be approximately \$385,000 in FY 23 and increasing to \$440,000 per year in FY 28.

The expenditures for the Sewer Enterprise Fund consist of the operating and administrative expenditures, the transfers to reserve funds and the debt service from the previous WPCP capital improvement project. Historically, the City has projected increases in operating expenditures at 2% per year. That strategy was successful during the period when inflation was at a relatively modest rate.

With the current rate of inflation this rate study utilizes a larger annual increase in operating expenditures. For FY 23 through FY 27 operating expenses are projected to increase at 3.5% per year. It is recognized based on the recent inflation rates the actual operating expenditures may increase at greater than 3.5% per year in the near term. Inflation rates are expected to decrease and in the latter part of the four year period it is reasonable to assume inflation rates and operating expenditures increases will increase at a rate less than the 3.5% level to allow the City to catch up with any shortfall. The fund balance is adequate to allow this longer term strategy relative to address the current rate of inflation in operating expenditures.

Beyond 2027 operating expenditures are projected to increase at 3% annually. The long term rate of 3% is greater than the historical rate of 2% and recognizes it may be unlikely inflation will return to the low levels experienced over the last several years. .

The administrative transfer is an annual transfer to fund select administrative service of the City that support the overall operations.

The projected total operating expenses and administrative transfer for the last full fiscal year, the current fiscal year and the next five fiscal years is as follows:

<u>Fiscal Year</u>	<u>Operating Expenditures</u>	<u>Administrative Transfer</u>
FY 2022	\$3,115,937	\$218,000
FY 2023	\$3,224,995	\$219,925
FY 2024	\$3,337,995	\$226,523
FY 2025	\$3,454,695	\$233,319
FY 2026	\$3,575,609	\$240,319
FY 2027	\$3,700,756	\$247,529
FY 2028	\$3,811,778	\$254,955

The debt service on previous capital project continues. The largest component of debt service is the last major upgrade of the treatment facility. That debt service is retired on June 1, 2032. The debt service for the current fiscal year and the next five fiscal years is as follows:

<u>Fiscal Year</u>	<u>Debt Service</u>
FY 2023	\$1,033,710
FY 2024	\$1,044,970
FY 2025	\$1,050,800
FY 2026	\$1,062,130
FY 2027	\$1,430,310
FY 2028	\$1,444,240

The final component of the expenditures is the transfers associated with capital improvement projects. The City has been transferring \$200,000 per year to the West Hill Project Reserve Fund since FY 2012. This transfer will continue through FY 2028.

In FY 2019 the City established a debt service reserve transfer associated with the biogas project. The transfer to the debt service reserve is \$85,000 per year.

The final expenditure from the Sewer Enterprise Fund is annual transfer to the Plant Replacement Fund. The 2018 rate study indicated the City could not sustain a \$700,000 per year annual transfer to the Plant Replacement Fund based on the 3% annual rate increase without depleting the fund balance. To preserve the fund balance, the annual transfer was decreased to \$400,000 in FY 23.

The City recently completed a comprehensive evaluation of the Water Pollution Control Plan. That evaluation identified a number of improvements projects that should be undertaken over the next several years. The City evaluated the recommended improvements and prioritized the improvements. The highest priority improvements that need to be constructed first are identified as the Priority 1 improvements. The next highest priority of improvements is identified as Priority 2. Each of the priority groups includes a number of projects. The total cost for each of the Priority 1 projects and Priority 2 project is each approximately \$5,000,000.

The City currently does not have sufficient reserve funds to finance this level of capital improvements. It is anticipated the City will need to borrow to fund both Priority 1 and Priority 2 improvements. Based on the current fund balance it is possible the City can finance and fund a portion of the Priority 1 or Priority 2 improvements from fund balances or reserve funds. However, for purposes of the rate study it is assumed the City will borrow \$5,000,000 for the Priority 1 improvements and \$5,000,000 for the Priority 2 improvements.

For purposes of the rate study it is assumed the City will finance both the Priority 1 improvements and Priority 2 improvements using the State Revolving Fund (SRF) loan program. That program offers 20 year loans at an interest rate that is currently 2% per year. Under the SRF loan program the average annual principal and interest payment on a \$5,000,000 borrowing is \$306,000 per year.

The 2022 rate study includes new debt service for the Priority 1 and Priority 2 improvements. Under the SRF loan program the first full principal and interest payment is due on June 30 of not more than 12 months following completion of the project. For purposes of the rate study it is assumed the first full principal and interest payment on the SRF loan for the Priority 1 improvements will be due on June 1, 2026, or in FY 26.

It is assumed the first full principal and interest payment on the SRF loan for the Priority 2 improvements will be on June 30, 2029, or FY 29. Debt service for the Priority 2 improvements will be incurred in the first full fiscal year beyond the five year focus of this rate study. Because the project will be in progress during the five year period the longer term projection of this rate study took into account the debt service for the Priority 2 improvements starting in FY 29.

The initial analysis of the Sewer Enterprise Fund was completed based on the continuation of existing expenditures and the addition of the debt service for the Priority 1 and Priority 2 improvements. The analysis was completed based on a continuation of the 3% annual increase in both components of the sewer user charge rate.

In completing the analysis it was recognized the City's current fund balance of approximately \$2,500,000 is greater than the City has considered a necessary funding balance. Historically, the City has considered a fund balance in the range of \$1,500,000 to \$2,000,000 to be adequate. In completing the evaluation it was assumed the fund balance could decrease over the next several years as long as the fund balance remained at a reasonable level. It was recognized that starting in FY 33 the financial position of the Sewer Enterprise Fund changes noticeably with the retirement of the large SRF debt service that decreases debt service expenditures by slightly more than \$1,000,000 per year.

Based on the current condition the initial evaluation of the rate model was based on a continuation of the \$400,000 per year transfer to the plant replacement fund. It was recognized the City have varied the plant replacement fund transfer from time to time based on the interaction between the fund balance and the objective of a 3% annual rate increase. The initial analysis showed the fund would experience modest losses in FY 23 through FY 25. However, in FY 26 with the debt service on the Priority 1 improvements the annual loss would increase to the range of \$300,000 to \$400,000 per year and this would result in depleting the fund balance in FY 31. Although the fund balance can decrease over the next several years, it is necessary to maintain a reasonable positive fund balance. To achieve this target it would either be necessary to decrease expenditures or to adjust the sewer user charge rate increase to a level above 3%.

The City will be undertaking the Priority 1 and Priority 2 improvements over the next five to seven years. The financial position of the enterprise fund will also strengthen significantly starting on July 1, 2032. Given these two factors it appeared preferable to decrease the transfer to the plant replacement fund over the next 10 years. The rate model includes both the transfer to the plant replacement fund and an estimated annual \$400,000 per year in small capital expenditures. A combination of these two line items provide significant resources for ongoing plant improvements concurrently with the larger Priority 1 and Priority 2 improvements.

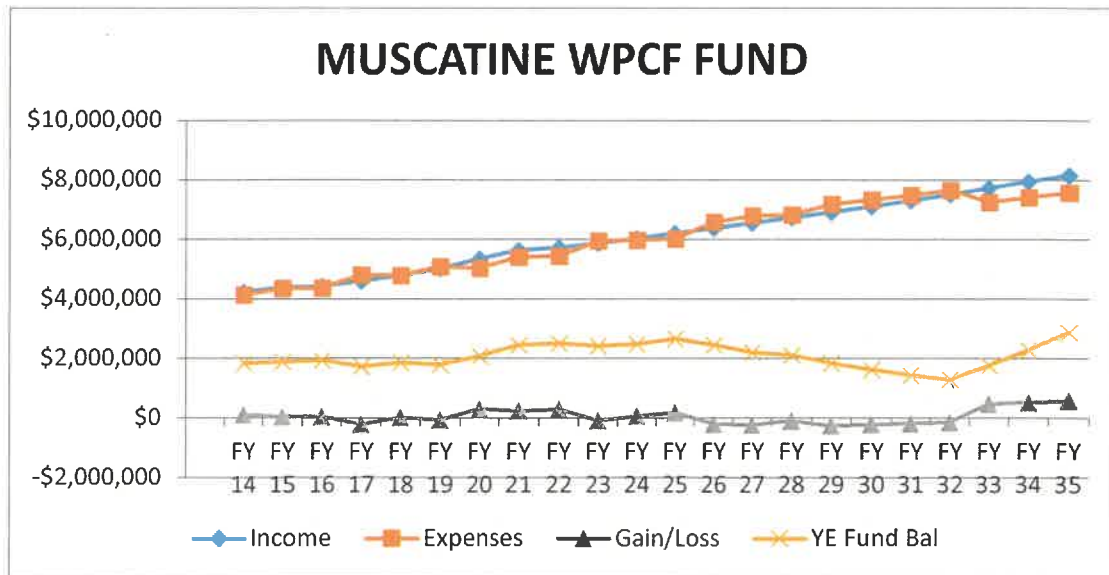
Rather than adjusting the rate increase above the historical 3%, this report recommends decreasing the annual transfer to the plant replacement fund starting in FY 24. The decrease would be from \$400,000 to \$200,000 per year and that transfer amount is projected to continue through FY 32. This rate study shows the annual transfer to the plant replacement fund to increase to \$700,000 per year starting in FY 33. This transfer rate is equal to the transfer rate prior to 2018. The transfer rate increase is beyond FY 28 and can be evaluated as part of the next rate study

This strategy allows the City to slowly decrease the fund balance over the next nine years to a level that is consistent with the City's long term objective and allows the City to maintain the 3% annual rate increase for the next five years and likely beyond. This strategy is consistent with the City's historical practice of adjusting the funds available for capital improvements from time to time as necessary to maintain the desired 3% annual rate increase.

Based on the projection of revenues and expenses the revenues and expenses for FY 2022 through FY 2035 are summarized as follows:

<u>Year</u>	<u>Income</u>	<u>Expenses</u>	<u>Gain/Loss</u>	<u>YE Fund Balance</u>
FY 22	\$5,721,185	\$5,437,165	\$284,020	\$2,511,290
FY 23	\$5,873,221	\$5,960,866	-\$87,645	\$2,423,645
FY 24	\$6,035,275	\$5,976,098	\$59,177	\$2,482,822
FY 25	\$6,202,005	\$6,022,466	\$179,539	\$2,662,362
FY 26	\$6,373,549	\$6,581,262	-\$207,713	\$2,454,649
FY 27	\$6,550,046	\$6,796,781	-\$246,735	\$2,207,914
FY 28	\$6,731,642	\$6,832,361	-\$100,718	\$2,107,195
FY 29	\$6,918,486	\$7,182,675	-\$264,189	\$1,843,007
FY 30	\$7,110,731	\$7,334,192	-\$223,461	\$1,619,546
FY 31	\$7,308,535	\$7,491,315	-\$182,780	\$1,436,766
FY 32	\$7,512,060	\$7,652,130	-\$140,070	\$1,296,696
FY 33	\$7,721,475	\$7,256,767	\$464,708	\$1,761,404
FY 34	\$7,936,951	\$7,414,560	\$522,391	\$2,283,795
FY 35	\$8,158,665	\$7,577,087	\$581,579	\$2,865,373

The information regarding the long term revenues and expenses is shown in the following chart.



The projection of revenues and expenditures indicates for the period FY 23 through FY 25 the fund balance will experience a gain of approximately \$150,000. Starting in FY 26 and continuing through FY 32 the 3% annual rate increase results in an annual loss to the fund ranging from approximately \$100,000 per year to approximately \$265,000 per year. Over this period the fund balance will decline on an annual basis and reach a projected low point at the end of FY 32 of approximately \$1,300,000. In the period FY 30 through FY 32 the fund balance would be at or below the City's target level of \$1,500,000.

With the retirement of the debt in FY 32, the financial position of the fund will recover starting in FY 33. Annual gains in the range of \$460,000 to \$580,000 are projected in FY 33 through FY 35. This gain is above the \$500,000 increase in the plant replacement transfer. By the end of FY 35 the fund balance will increase to approximately \$2,865,000.

The rate study recognizes through FY 32 the City should continue its annual 3% increase in rates. The long term forecast would project in the timeframe of FY 33 the City may be able to pause the annual rate increases for several years. However, that projection is almost 10 years in the future and many conditions can change prior to that time. In particular, the current rate study only evaluates the Priority 1 and Priority 2 improvements to the treatment facility. The long range capital plan identifies additional improvements than may be required. The magnitude of these capital improvements mitigates the potential for reducing rates starting in FY 33, but may allow for up to a several year pause in the annual rate increases.

Based on this recommendation the Class 1 rates for each of the next five fiscal years would be as follows:

<u>WPCP Rates</u>	<u>Monthly Availability</u>	<u>Commodity Rate</u>
FY 23	\$9.21	\$3.15
FY 24	\$9.49	\$3.24
FY 25	\$9.77	\$3.34
FY 26	\$10.06	\$3.44
FY 27	\$10.37	\$3.55
FY 28	\$10.68	\$3.65

In previous rate studies the City developed a projection of the annual sewer user charge bill based on typical usage of 7.5 CCF. Based on this usage the Class 1 sewer bill for the current fiscal year and the next five fiscal years would be as follows:

<u>Fiscal Year</u>	<u>Typical Class 1 Monthly Bill</u>
FY 23	\$32.84
FY 24	\$33.82
FY 25	\$34.83
FY 26	\$35.88
FY 27	\$36.96
FY 28	\$38.06

Under the recommended five year rate program a typical Class 1 user would see an increase in their sewer user charge rate in the range of approximately \$1.04 per month. This would increase the typical bill over the next five years from \$32.84 to \$38.06.

An average residential bill in the \$33 to \$38 range would be considered below average to average for communities that have a compliant wastewater treatment plant. There are communities with lower sewer user bills. However, many of those communities will be facing major improvements over the next few years that will necessitate rate increases.

Nancy Lueck
March 20, 2023
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If you have any questions or comments concerning the project, please contact the writer at 800-241-8000, or bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'H. R. Veenstra Jr.', with a stylized, cursive script.

H. R. Veenstra Jr.

HRVJr:paj
20819
cc: Jon Koch



March 8, 2023

Nancy Lueck
City of Muscatine
215 Sycamore
Muscatine, Iowa 52761-3840

MUSCATINE, IOWA
SEWER RATE STUDY – 2022
COLLECTION AND DRAINAGE FUND
OVERVIEW AND RECOMMENDATIONS

This letter is to present an overview of the results of the Sewer Rate Study - 2022 relating to the Collection and Drainage Fund. This letter sets forth the recommendation for the Collection and Drainage Fund rate for the next five fiscal years from FY 23-24 (FY 24) through FY 27-28 (FY 28).

The Collection and Drainage Fund was last evaluated during the 2018 Sewer Rate Study. The 2018 Sewer Rate Study recommended the City increase the Collection and Drainage Fee 2% per year for the five fiscal years through FY 23. The City Council subsequently adopted the recommendation and implemented the five year rate program. The current rate program will expire at the end of FY 23.

The first part of the rate study compared the revenue and expense projections for the collection drainage fund in the 2018 rate study with the actual revenue and expenses through FY 22.

The following table shows a comparison of the projected revenues and expenses from the 2018 rate study with the actual revenue and expenses.

<u>Category</u>	<u>Total Revenue</u>	<u>Total Expenditures</u>
<u>FY 19</u>		
Projection	\$1,455,600.00	\$1,469,900.00
Actual	\$1,408,516.22	\$1,502,257.09
<u>FY 20</u>		
Projection	\$1,423,100.00	\$1,440,900.00
Actual	\$1,495,159.36	\$1,516,760.80
<u>FY 21</u>		
Projection	\$1,451,150.00	\$1,465,365.81
Actual	\$1,456,903.26	\$1,446,178.30
<u>FY 22</u>		
Projection	\$1,479,761.00	\$1,490,937.78
Actual	\$1,482,654.89	\$1,495,490.68

The projected year revenues and expenses at the end of the current fiscal year on June 30, 2023 is as follows:

Total Revenues: \$1,508,944.22
 Total Expenditures: \$1,599,636.99

Over the four year period FY 19 through FY 22 the revenues have been relatively close to the revenue projections in the 2018 rate study. The actual revenue of \$5,843,233.73 over the four years exceeded the projected revenue of \$5,809,611 by 0.58%. Only a small deviation in revenue is expected as the revenue is derived by the number of customers billed monthly. The customer count in Muscatine is relatively stable.

During the five year period ending on June 30, 2022 the variation between the projected expenditures and the actual expenditures was only slightly greater than the deviation in revenue. The actual expenditures of \$5,791,768.78 over the four years were lower than the projected expenditures of \$5,867,103.09 by 1.28%.

The collection and drainage revenue is primarily used to fund operational expenditures and transfers to reserves and capital improvements.

In the previous rate studies the operational expenditures have been projected to increase at 3% per year. This annual adjustment percentage is being used in this rate study.

Since 2012 the City has transferred \$200,000 per year from the Collection and Drainage Fund to the West Hill Reserve. This \$200,000 per year transfer is projected to continue for at least the next five to six years.

Prior to FY 2018 the City was transferring \$180,000 per year from collection and drainage to the Sewer Extension and Improvement Reserve. This transfer increased to \$350,000 per year starting in FY 19. This transfer rate is projected to continue at this level.

For the last 15 years the City has targeted increasing the Collection and Drainage Fee at a rate of 2% per year. To keep the rate increase at that level the prior rate studies focused on managing total expenditures to stay within the projected revenue generated by the Collection and Drainage Fee. In the 2018 rate study the transfer rate to the Sewer Extension and Improvement Reserve was increased. To fund the additional transfer rate no other capital improvements were shown to be funded from collection and drainage for the five year period through FY 23. Although there were transfers out of the fund for capital related projects during the five year period. Since 2018, the total transfers for capital projects was significantly lower than in prior years. The minimal capital expenditures have been consistent with the intent of the last rate study. The budgetary allocation for sewer repair and maintenance in the operations of the system was set at \$120,000. Starting in FY 20 this repair line item was \$60,000 per year.

In prior rate studies the City considered funding additional capital improvements from the Collection and Drainage Fee. However, the decision was made to forego funding any capital improvements in preference to maintaining the 2% rate increase.

The City is currently under a Consent Order to complete the Papoose Redundant Line. The estimated cost for that project is \$3,200,000. The City has identified the Progress Park Redundant Line as a desirable project. Although that project is not required under a Consent Order, the City has determined a redundant line should be constructed to improve the reliability of the collection system. The estimated cost for that project is approximately \$1,800,000.

To date the City has not identified a funding source for either the Papoose Redundant Line or the Progress Park Redundant Line. The estimated total project cost of \$5,000,000 for these two improvements is large enough the City will need to borrow funds and determine a source for funding the debt service.

Both projects are part of the Collection and Drainage system. As such, funding the debt service for these two projects from Collection and Drainage revenue would be appropriate. Funding of these two projects is similar to the funding of a portion of the West Hill Sewer Separation project and the Sewer Extension and Improvement projects that have been funded from Collection and Drainage revenue.

This rate study recommends the City plan to fund the debt service for these two projects from Collection and Drainage revenue. It is anticipated both projects will be funded through the State Revolving Fund (SRF) loan program. That program provides 20 year loans at the current interest rate of 2%.

For purposes of the rate study the projected debt service on the Papoose Redundant Line is \$196,000 and would be incurred as early as FY 25. The debt service on the Progress Park Redundant Line is estimated to be \$115,000. That debt service is projected to be incurred in FY 29. Although the debt service for the Progress Park Redundant Line will not be incurred until just beyond the five year period of this rate study, the project will likely be in progress during the five year period. As a result it is necessary to consider the debt service in projecting rates as part of this rate study.

The addition of these two larger capital projects will not allow the City to continue the historical trend of a 2% annual rate increase in the Collection and Drainage Fee.

To fund these two larger projects this rate study recommends the City phase in a larger rate increase strategy over the next four fiscal years and then return to a more modest rate increase in line with historical inflationary cost increases. For the last 20 years the companion sewer rates have increased at 3% per year and that strategy has proven successful in aligning revenues and expenditures. Historically, the City's 2% increase in the Collection and Drainage Fee has resulted in the City needing to scale back capital improvements funded from Collection and Drainage. The rate structure is to a point where the City cannot continue to fund operations and basic transfers beyond the phased in increase to fund the two projects. This rate study recommends the City's long term strategy adjust from a 2% increase to a 3% increase that would align with the historical practice for the sewer rates.

To fund the two capital projects the following rate increases are anticipated for the next five fiscal years.

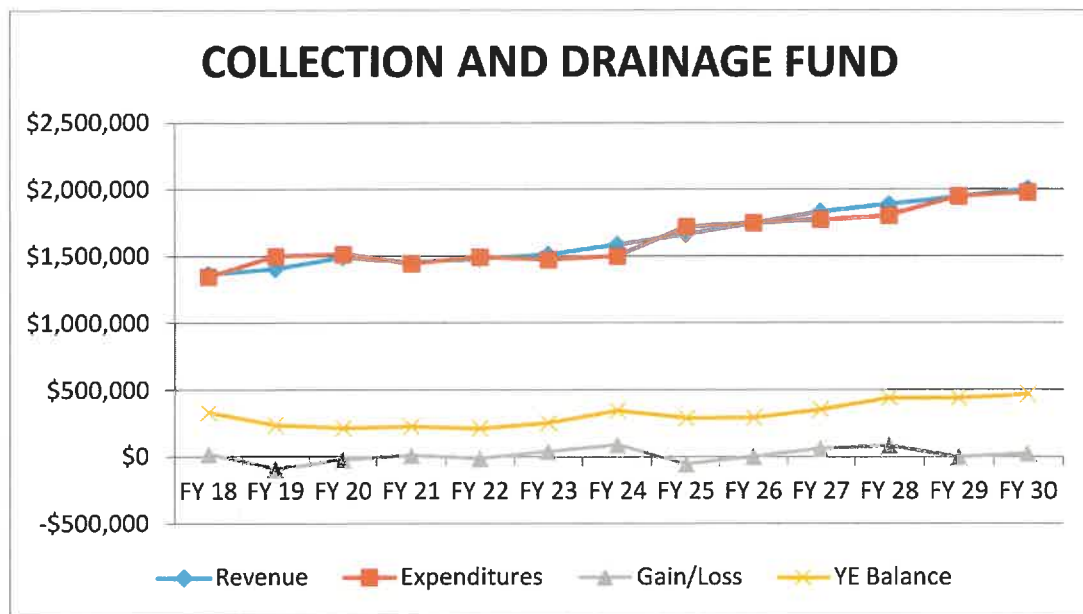
FY 24	5%
FY 25	5%
FY 26	5%
FY 27	5%
FY 28	3%

It is anticipated starting in FY 29 there will be 3% annual increases. Those increases will be established in the next rate study to be completed during FY 28.

With these adjustments the projected revenues and expenses of the collection and drainage fund is as follows:

	<u>Actual</u> <u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
Total Revenue	\$1,482,654.89	\$1,516,387.96	\$1,591,177.35	\$1,669,706.22	\$1,752,161.53	\$1,838,739.61	\$1,893,283.80
Total Expenditures	\$1,495,490.68	\$1,476,598.47	\$1,501,827.42	\$1,723,798.24	\$1,750,533.19	\$1,778,055.19	\$1,806,387.84
Annual Gain/Loss	-\$12,835.79	\$39,789.49	\$89,349.93	-\$54,092.02	\$1,628.34	\$60,684.42	\$86,895.95
Beginning Balance	\$225,378.46	\$212,542.67	\$252,332.16	\$341,682.09	\$287,590.06	\$289,218.41	\$349,902.83
Ending Balance	\$212,542.67	\$252,332.16	\$341,682.09	\$287,590.06	\$289,218.41	\$349,902.83	\$436,798.78

The following chart shows graphically the revenues, expenses, gain/loss and year-end balance of the fund over the period FY 18 through FY 30.



The rate study shows there will be an approximately \$200,000 gain in the fund balance over the next five fiscal years. The average gain over the next five fiscal years would be about \$40,000 per year, or about 3% of the projected annual expenditures of the fund. Looking beyond the end of the five year period, the City will incur the additional debt service for the Progress Park Redundant Line starting in FY 29. That additional debt service will result in a break even position in the following two fiscal years. When the following two fiscal years are taken into account, the annual gain over seven years is projected to be slightly less than 2% of revenue.

The City's experience with the Collection and Drainage Fund has shown there are always minor variations in revenues and slightly larger variations in expenditures. To account for these variations prudent planning for long term rate projections targets an annual gain of 2% to 5% per year. The City's projected gain averaging 2% per year over the next seven fiscal years would be considered sound rate setting practice.

Nancy Lueck
March 8, 2023
Page 7

Based on the recommendations in this rate study the Collection and Drainage Fee on a per bill basis for the current fiscal year and the next five fiscal years would be as follows:

<u>Year</u>	<u>Monthly Fee</u>	<u>Monthly Increase</u>
FY 23 (Current)	\$13.40	
FY 24	\$14.07	\$0.67
FY 25	\$14.77	\$0.70
FY 26	\$15.51	\$0.74
FY 27	\$16.29	\$0.78
FY 28	\$16.78	\$0.49

If you have any questions or comments concerning the project, please contact the writer at 800-241-8000, or bveenstra@v-k.net.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:paj
20819
cc: Brian Stineman

The average Class 1 sewer bill for the current fiscal year and the next five fiscal years would be as follows:

<u>Fiscal Year</u>	<u>Typical Class 1 Monthly Bill</u>	<u>Monthly Increase</u>
FY 23	\$32.84	
FY 24	\$33.82	\$0.98
FY 25	\$34.83	\$1.01
FY 26	\$35.88	\$1.05
FY 27	\$36.96	\$1.08
FY 28	\$38.06	\$1.10

The Collection and Drainage Fee on a per bill basis for the current fiscal year and the next five fiscal years would be as follows:

<u>Fiscal Year</u>	<u>Monthly Fee</u>	<u>Monthly Increase</u>
FY 23	\$13.40	
FY 24	\$14.07	\$0.67
FY 25	\$14.77	\$0.70
FY 26	\$15.51	\$0.74
FY 27	\$16.29	\$0.78
FY 28	\$16.78	\$0.49

ORDINANCE NO. 2023-0180

AN ORDINANCE AMENDING TITLE 13, CHAPTER 5, SECTION 4 COLLECTION AND DRAINAGE AND TITLE 13, CHAPTER 5, SECTION 5, SUBSECTION A SEWERAGE RATE COMPONENT TO SET COLLECTION AND DRAINAGE AND SEWER RATES

WHEREAS, the City Council for the City of Muscatine, Iowa, has established a monthly fee for expenses incurred in the collection and conveyance of wastewater through the collection and drainage system; and

WHEREAS, the City of Muscatine, Iowa, has established a sewage rate component for the treatment of wastewater; and

WHEREAS, it is necessary for the City of Muscatine to periodically adjust the unit rates contained in Title 13, Chapter 5, Sections 4 and 5; and

WHEREAS, the City contracted for a rate study for collection and drainage and sewer rates; and

WHEREAS, the City Council concurs with the recommendations in that study and has chosen to implement those recommendations;

NOW, THEREFORE, BE IT ORDAINED that Title 13, Chapter 5, Section 4 be amended to read as follows:

13-5-4 Collection and Drainage. To provide for the recovery of costs associated with the operation of the collection and drainage system, the following per bill charge shall be assessed to all users of the POTW, except for users provided by special agreement, on the following basis:

- A. From July 1, 2023 through June 30, 2024, \$14.07 per bill.
- B. From July 1, 2024 through June 30, 2025, \$14.77 per bill.
- C. From July 1, 2025 through June 30, 2026, \$15.51 per bill.
- D. From July 1, 2026 through June 30, 2027, \$16.29 per bill
- E. On and after July 1, 2027, \$16.78 per bill.

These unit rates may be reviewed and adjusted by Ordinance adopted by the City Council and published per Section 362.3 of the Iowa Code.

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF MUSCATINE, IOWA, that Title 13, Chapter 5, Section 5, subsection A, parts 1 through 7 be amended to read as follows:

13-5-5 Sewage Rate Component.

A. The sewage rate system shall be determined on the basis of a monthly customer charge and a sewer user charge for a domestic strength wastewater customer (Class 1 customer). The sewage rate components shall be as follows:

1. From July 1, 2023 through June 30, 2024:
 - a. Customer charge, \$9.49 per bill
 - b. Volume, \$3.24 per 100 cubic feet
2. From July 1, 2024 through June 30, 2025:
 - a. Customer charge, \$9.77 per bill
 - b. Volume, \$3.34 per 100 cubic feet
3. From July 1, 2025 through June 30, 2026:
 - a. Customer charge, \$10.06 per bill
 - b. Volume, \$3.44 per 100 cubic feet
4. From July 1, 2026 through June 30, 2027:
 - a. Customer charge, \$10.37 per bill
 - b. Volume, \$3.55 per 100 cubic feet
5. On and after July 1, 2027:
 - a. Customer charge, \$10.68 per bill
 - b. Volume, \$3.65 per 100 cubic feet

These sewage rate components may be reviewed and adjusted by ordinance adopted by the City Council and published per Section 362.3 of the Iowa Code.

6. The minimum charge for service shall be determined based on the customer charge and the unit rate for up to a minimum quantity of three hundred (300) cubic feet per month of normal domestic strength wastewater. The minimum charge for service for each month or fraction thereof shall be:

- a. From July 1, 2023 through June 30, 2024, \$19.21
- b. From July 1, 2024 through June 30, 2025, \$19.79
- c. From July 1, 2025 through June 30, 2026, \$20.38
- d. From July 1, 2026 through June 30, 2027, \$21.02
- e. On and after July 1, 2027, \$21.63

The minimum charge for sewerage rates as set forth in this Section shall be in addition to the per bill charge for collection and drainage as set forth in Section 13-5-4.

The minimum sewerage service charge shall apply to any individual, firm, institution or private corporation discharging by conveyance of the collection system, waste water or other liquid into the water pollution control facilities of the city, even though no water meter is installed upon his, her, or its premises.

7. The sewerage user charge component in this section shall be applicable to all customers except those customers subject to a special agreement.

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Muscatine, Iowa, on
this __ day of _____, 2023.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk

First Reading: April 20, 2023

Second Reading: May 4, 2023

Third Reading:

Publication:



City of Muscatine

ITEM NUMBER 2023-xxxxx

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Approving Contract and Bond with Heuer Construction for the Fulliam Avenue Reconstruction Project Phase I

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution to approve the contract and bond with Heuer Construction for the Fulliam Avenue Reconstruction Project, Phase I

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

At the April 20, 2023 City Council Meeting, the City Council approved the bid from Heuer Construction, Inc. Muscatine, Iowa of \$702,543.50. This resolution approves their contract and bond, which will allow them to perform the work on the project.

CITY FINANCIAL IMPACT

Funding for this project is available from Road Use Tax in the Roadway Maintenance Budget.

ATTACHMENTS

1. Approve Contract and Bond RES
2. Contract signed
3. PPB Signed

RESOLUTION _____

**APPROVING CONTRACT AND BOND
FULLIAM AVENUE RECONSTRUCTION PROJECT – PHASE 1**

WHEREAS, this Council has awarded the contract for the Fulliam Avenue Reconstruction Project – Phase 1 to Heuer Construction , Inc. dated the 4th day of May 2023, in the amount of \$702,543.50; and

WHEREAS, this Council has authorized and directed the Mayor and City Clerk to enter into a written contract for this project with said contractor, subject to final approval by this Council; and

WHEREAS, the contract and bond has been examined by this Council;

NOW, THEREFORE, IT IS RESOLVED that:

1. The above contract between the City of Muscatine, Iowa and Heuer Construction, Inc. dated the 4th day of May, 2023, in the amount of \$702,543.50 is approved.
2. The performance bond accompanying such contract, wherein Heuer Construction, Inc. appears as principal and United Fire & Casualty appears as surety, is approved.

The original executed contract and performance bond shall be placed on file in the office of the City Clerk.

PASSED, APPROVED AND ADOPTED THIS 4th DAY OF MAY, 2023.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator

CONTRACT

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

THIS CONTRACT, made and entered into at Muscatine, Iowa this 28th day of April 2023, by and between the City of Muscatine hereinafter called the "Jurisdiction", and Heuer Construction, Inc., of Muscatine, Iowa, 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. 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 Seven Hundred Two Thousand, Five Hundred Forty-Three and 50/100 dollars (\$702,543.50), 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.

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

By _____
Jamie Heuer
President

ATTEST:

Carol Webb, City Administrator

2360 US-61 Bypass 61
Street Address

Muscatine, IA 52761
City, State, Zip Code

(563) 264-8533
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C0954-45 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. 54251147
Name of Surety United Fire & Casualty

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 Iowa)
) SS
Muscatine County)

On this 28 day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jamie Heuer and to me known, who, being by me duly sworn, did say that they are the President 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 _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Signature Crystal Gute
Notary Public in and for the State of Iowa
August 1st 20, 2021



Crystal Gute
Commission Number 742010
My Commission Expires

8-1-24

City of Muscatine
April 2023

CONTRACT
PAGE 3

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.

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING	LS	1	\$ 1,250.00	\$ 1,250.00
2	TOPSOIL, OFF-SITE	CY	600	\$ 50.00	\$ 30,000.00
3	EXCAVATION, CLASS 10	CY	1,000	\$ 30.00	\$ 30,000.00
4	SUBGRADE PREPARATION	SY	3,370	\$ 1.75	\$ 5,897.50
5	SUBGRADE TREATMENT, GEO-GRID	SY	3,370	\$ 1.50	\$ 5,055.00
6	SUBBASE, GRANULAR	SY	3,784	\$ 6.75	\$ 25,542.00
7	SUBBASE, MODIFIED	SY	596	\$ 6.75	\$ 4,023.00
8	SUBGRADE COMPACTION TESTING	LS	1	\$ 1,400.00	\$ 1,400.00
9	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	120	\$ 36.00	\$ 4,320.00
10	TRENCH COMPACTION TESTING	LS	1	\$ 800.00	\$ 800.00
11	STORM SEWER, TRENCHED, RCP, 15-INCH	LF	291	\$ 79.80	\$ 23,221.80
12	STORM SEWER, TRENCHED, RCP, 18-INCH	LF	64	\$ 106.95	\$ 6,844.80
13	STORM SEWER, TRENCHED, RCP, 30-INCH	LF	58	\$ 168.50	\$ 9,773.00
14	REMOVAL OF STORM SEWER, <36" DIA.	LF	351	\$ 10.40	\$ 3,650.40
15	SUBDRAIN, TYPE 1 CASE C, 6-INCH	LF	1,455	\$ 9.90	\$ 14,404.50
16	INTAKE, SW-507	EA	8	\$ 7,770.00	\$ 62,160.00
17	INTAKE, SW-507, TOP ONLY	EA	4	\$ 3,500.00	\$ 14,000.00
18	MANHOLE ADJUSTMENT, MINOR	EA	3	\$ 625.00	\$ 1,875.00
19	REMOVE MANHOLE	EA	2	\$ 600.00	\$ 1,200.00
20	REMOVE INTAKE	EA	4	\$ 600.00	\$ 2,400.00

21	PAVEMENT, PCC, 8-INCH	SY	3,370	\$ 80.00	\$ 269,600.00
22	REMOVAL OF SIDEWALK	SY	31	\$ 30.00	\$ 930.00
23	REMOVAL OF DRIVEWAY	SY	301	\$ 20.00	\$ 6,020.00
24	SIDEWALK, PCC, 4" (THICKNESS)	SY	351	\$ 81.00	\$ 28,431.00
25	DETECTABLE WARNING	SF	110	\$ 40.00	\$ 4,400.00
26	DRIVEWAY, PAVED, PCC, 7-INCH	SY	255	\$ 90.00	\$ 22,950.00
27	SUBBASE OVER-EXCAVATION	TON	50	\$ 39.50	\$ 1,975.00
28	PAVEMENT REMOVAL	SY	3.370	\$ 10.00	\$ 33,700.00
29	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.33	\$ 6,475.00	\$ 2,136.75
30	SWPPP PREPARATION	LS	1	\$ 1,500.00	\$ 1,500.00
31	SWPPP MANAGEMENT	LS	1	\$ 2,000.00	\$ 2,000.00
32	FILTER SOCK, COMPOST, 12 IN.	LF	1.375	\$ 4.15	\$ 5,706.25
33	FILTER SOCKS, REMOVAL	LF	1.375	\$ 0.30	\$ 412.50
34	INLET PROTECTION DEVICE, DROP IN PROTECTION	EA	11	\$ 175.00	\$ 1,925.00
35	INLET PROTECTION DEVICE, MAINTENANCE	EA	33	\$ 60.00	\$ 1,980.00
36	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	21	\$ 1,210.00	\$ 25,410.00
37	MOBILIZATION	LS	1	\$ 41,650.00	\$ 41,650.00
38	MAINTENANCE OF POSTAL SERVICE	LS	1	\$ 1,500.00	\$ 1,500.00
39	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$ 1,500.00	\$ 1,500.00
40	CONCRETE WASHOUT	LS	1	\$ 1,000.00	\$ 1,000.00
TOTAL – BASE BID					\$702,543.50

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

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

KNOW ALL BY THESE PRESENTS:

That we, Heuer Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company, as Surety are held and firmly bound unto the City of Muscatine, as Oblige (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 Seven Hundred Two Thousand Five Hundred Forty-Three and 50/100 DOLLARS (\$702,543.50), 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 28 day of April, 2023, 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.

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

Witness our hands, in triplicate, this 28 day of April, 2023.

Surety Countersigned By:

N/A

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).

Name of Resident Commission Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Heuer Construction, Inc.

Contractor

By:


Signature

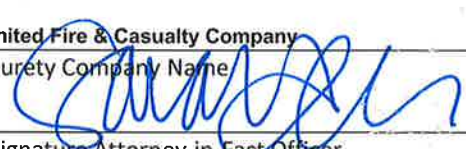
Title: President

SURETY:

United Fire & Casualty Company

Surety Company Name

By:


Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact and IA Resident Agent

Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Surety Company Name

2727 Grand Prairie Parkway

Surety Company Address

Waukee, IA 50263

Surety City, State, Zip Code

(515) 223-6800

Surety 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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0049 1217



City of Muscatine

ITEM NUMBER 2023-0205

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

April Limburg, City Planner

SUBJECT

Resolution Authorizing the Execution of a Special Warranty Deed for City Owned Real Estate located at the Hershey and Houser Street Intersection.

EXECUTIVE SUMMARY

The City of Muscatine has accumulated a number of parcels of land no longer required for the discharge of public responsibilities. City Council has declared parcels 1304200016 (7.02 acres NE Corner of Heshey Ave and Houser St) and 1304200021 (19.61 acres NE Corner of Hershey Ave and Houser St) as surplus and directed City Staff to actively pursue their disposal. Chad & Judy Eichelberger have submitted an accepted bid to purchase the property for \$65,000.

STAFF RECOMMENDATION

Staff recommends approval

BACKGROUND/DISCUSSION

At the March 16, 2023 City Council Meeting, parcels 1304200016 (7.02 acres NE Corner of Heshey Ave and Houser St) and 1304200021 (19.61 acres NE Corner of Hershey Ave and Houser St) were declared as surplus and City Staff was directed to actively pursue their disposal. City staff held a live auction on April 25, 2023, regarding the sale of these parcels. The accepted high bid was \$65,000, submitted by Chad and Judy Eichelberger. It is now necessary for the Council to pass a resolution approving the sale of this parcel to the winning bidder and executing the deed.

CITY FINANCIAL IMPACT

In addition to the \$65,000 of proceeds generated by the sale of these parcels, the sale of these surplus properties would reduce city maintenance costs. The sale of these parcels would make them, and any improvements made to them, subject to property tax, which would have a positive financial impact on the City.

ATTACHMENTS

1. Resolution Approving Deed to Convey Hershey & Houser to Eichelberger
2. Deed Hershey and Houser

RESOLUTION NO. _____

A Resolution Authorizing the Execution of a Special Warranty Deed to Said Described Real Estate located at the NE Corner of Hershey Ave and Houser St (Parcel No. 1304200016 and Parcel No. 1304200021)

WHEREAS, a Resolution was adopted by the City Council of Muscatine, Iowa, on May 4, 2023, concerning the proposed sale of all the City's rights, title, and interest in and to the real property described in the copy of the Deed "Exhibit A" to this Resolution and incorporated by reference; and

WHEREAS, due notice of said proposal to convey said real property convey to adjoining property owners was given as provided for by law, setting forth the time and place for hearing on said proposal; 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 public hearing held on March 16, 2023; and

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

WHEREAS, the City of Muscatine, Iowa on May 4, 2023 approved sale between the City of Muscatine and Chad Eichelberger for \$65,000

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA, as follows:

1. The City of Muscatine, Iowa, will sell and convey its rights, title, and interest in and to the real property described in the copy of the deed attached to this Resolution marked "Exhibit A" to Chad Eichelberger
2. The deed will be delivered upon receipt of \$65,000
3. The deed will be in the name of the City of Muscatine, Iowa; will be signed by the Mayor and attested by the City Clerk; and will be in substantially the same form as the copy of the deed attached as "Exhibit A" to this Resolution.
4. Any Resolution or part thereof in conflict or inconsistent with this Resolution is repealed.

PASSED, APPROVED AND ADOPTED this 4th day of May, 2023.

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

Dr. Brad Bark, Mayor

Attest:

Carol Webb, City Clerk

Prepared by: April Limburg, 215 Sycamore Street, Muscatine, IA 52761; 563.262.4141
Return and Tax Statement to: Chad Eichelberger, 1878 205th St, Muscatine IA 52761-0071

WARRANTY DEED

The City of Muscatine, Iowa, a municipal corporation situated in Muscatine County, Iowa, for valuable consideration, transfers and conveys Chad Eichelberger all its right, title, and interest in the following real property in Muscatine County, Iowa:

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.

Exempt from transfer tax per Iowa Code Section 428A.2(6).

Exhibit A

The City covenants with the grantee, its successors and assigns, to warrant and defend the real property against the lawful claims of all persons claiming by, through, or under the City.

IN WITNESS WHEREOF, the City of Muscatine, Iowa, has caused this instrument to be executed in its corporate name by its Mayor and City Administrator and its seal to be affixed on May 5, 2023.

CITY OF MUSCATINE, IOWA

(CITY SEAL)

By: _____
Brad Bark
Mayor

ATTEST:

Carol Webb
City Clerk

STATE OF IOWA, MUSCATINE COUNTY, ss.

This instrument was acknowledged before me on _____, 2023, by Dr. Brad Bark and Carol Webb as Mayor and City Clerk, respectively, of the City of Muscatine, Iowa.

Cinda Hilger, Notary Public in and for the State of Iowa



City of Muscatine

ITEM NUMBER 2023-0208

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Melissa Rinnert, Housing Programs Supervisor

SUBJECT

Resolution to approve the FY2024 Muscatine Municipal Housing Agency Annual Plan & Related Documents

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution approving the Muscatine Municipal Housing Agency's FY2024 Annual Plan and related documents for submission to 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.

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 annual plan is due 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 must be conducted. The Annual Plan furthers the goals approved in the 5-Year Plan while also adapting to current needs and conditions. The submission includes the proposed uses of the Capital Fund Grant and the Public Housing Admissions and Occupancy Policy (ACOP) and mandatory certifications. Funds will be used as approved in the City's FY24 budget, including for unit turnover, necessary capital repairs and allowed improvements.

Proposed policy changes presented in the synopsis include:

- Denying an applicant if the household owes rent or other amounts to any PHA unless the family repays the full amount;
- Terminate the family's tenancy within six months of the PHA's final over income notification after the 24-month grace period;
- Requiring tenants to comply with quarterly housekeeping inspections at public housing properties; and

- HUD allows for remote informal hearings with requirements.

The public comment period opened March 16, and ends with the May 4 public hearing. The RAB consultation was held on April 3, with no concerns noted. No public comments have been received.

CITY FINANCIAL IMPACT

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

ATTACHMENTS

1. 2023 ACOP overview of plan revisions
2. PHA Board Resolution HUD-52574
3. Streamlined Annual PHA plan HUD-50075-SM
4. Certification of Payments HUD-50071
5. Civil Rights Certification 50077-CR
6. Proof of Publication - Muscatine Journal
7. Proof of Publication - Hola America

2023 Admissions and Continued Occupancy Policy (ACOP) Plan Revisions

The Violence Against Women Act (VAWA) 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA. In 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

Chapter 3 – Eligibility

- An applicant can be denied if the household Owes rent or other amounts to any PHA in connection with Section 8, public housing, or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list.

Chapter 6 – Income

- In determining the value of a checking account, the PHA will use the current balance. (Previously used average monthly balance for the last 6 months).
- Effective the day after SSA has announced the COLA, PHAs are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1st or later of the upcoming year [Notice PIH 2018-24].

Chapter 8 – Leasing

- Quarterly housekeeping inspections may be completed with at least 48 hour notice.

Chapter 9 - Reexaminations

- The PHA will not conduct interim reexaminations in each of the following instance(s):
A household member temporarily leaves their job, not due to medical conditions, and plans to return to the same job after their absence.

Chapter 10 – Pets

- Clarifies in easier language the difference between assistance animals, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling.
- Except for emergencies, management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or responsible person designated by the pet owner. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its tasks. Any delays or interruptions suffered by

management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination.

Chapter 13 – Lease Terminations

HUD requires new lease requirements for families whose incomes have exceeded the over-income limit for 24 consecutive months. When this occurs, the PHA will:

- Terminate the family's tenancy within six months of the PHA's final notification of the end of the 24-month grace period;

Chapter 14 – Grievances

- HUD allows for remote informal hearings with requirements

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 06/30/2022)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Muscatine Municipal Housing Agency

PHA Code: IA049

PHA Fiscal Year Beginning: July 1, 2023

Board Resolution Number: 2023-0183

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: 04/20/2023
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Dr. Brad Bark	Signature:	Date:
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Streamlined Annual PHA Plan (Small PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-SM is to be completed annually by **Small PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, HCV-Only PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																										
A.1	PHA Name: <u>Muscatine Municipal Housing Agency</u> PHA Code: <u>IA049</u> PHA Type: ☒ Small PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>02/2023</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>150</u> Number of Housing Choice Vouchers (HCVs) <u>376</u> Total Combined <u>526</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
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		PH	HCV																								
Lead PHA:																											

B.	Plan Elements Submitted with 5-Year PHA Plans. Required elements for Small PHAs completing this document in years in which the 5-Year Plan is also due. This section does not need to be completed for years when a Small PHA is not submitting its 5-Year Plan. See sub-section below for required elements in all other years (Years 1-4).
B.1	Revision of Existing PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Five-Year PHA Plan submission? Y N ☐ ☐ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☐ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☐ Financial Resources. ☐ ☐ Rent Determination. ☐ ☐ Homeownership Programs. ☐ ☐ Substantial Deviation. ☐ ☐ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each element(s): (c) The PHA must submit its Deconcentration Policy for Field Office Review.
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☐ Hope VI or Choice Neighborhoods. ☐ ☐ Mixed Finance Modernization or Development. ☐ ☐ Demolition and/or Disposition. ☐ ☐ Conversion of Public Housing to Tenant Based Assistance. ☐ ☐ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☐ ☐ Project Based Vouchers. ☐ ☐ Units with Approved Vacancies for Modernization. ☐ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.
B.4	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.

B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
Plan Elements Submitted All Other Years (Years 1-4). Required elements for all other fiscal years. This section does not need to be completed in years when a Small PHA is submitting its 5-Year PHA Plan.	
B.1	New Activities (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant-Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Assistance under RAD. ☐ ☒ Project Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. (c) If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan. (d) The PHA must submit its Deconcentration Policy for Field Office Review.
B.2	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. 2020 – 2024 with the 5 year plan being approved on October 16, 2020. MMHA has made substantial progress modernizing units at turnover with new flooring and cabinetry, updating flooring in common areas, new playground, scheduling PTAC unit replacement, and have secured engineering for capital improvement projects of lighting, modernization of the elevator and garage floor replacement.
C Other Document or Certification Requirements for Annual Plan Submissions. Required in all submission years.	
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☐ ☒ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-CRT-SM, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations</i>

	<i>Including PHA Plan Elements that Have Changed, must be submitted by the PHA as an electronic attachment to the PHA Plan.</i>
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☐ If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).						
D.1	Affirmatively Furthering Fair Housing. Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item <table border="1" data-bbox="196 483 1455 932"> <tr> <td data-bbox="196 483 1455 525">Fair Housing Goal:</td></tr> <tr> <td data-bbox="196 525 1455 932"> <u>Describe fair housing strategies and actions to achieve the goal</u> </td></tr> </table> <table border="1" data-bbox="196 955 1455 1371"> <tr> <td data-bbox="196 955 1455 997">Fair Housing Goal:</td></tr> <tr> <td data-bbox="196 997 1455 1371"> <u>Describe fair housing strategies and actions to achieve the goal</u> </td></tr> </table> <table border="1" data-bbox="196 1394 1455 1848"> <tr> <td data-bbox="196 1394 1455 1436">Fair Housing Goal:</td></tr> <tr> <td data-bbox="196 1436 1455 1848"> <u>Describe fair housing strategies and actions to achieve the goal</u> </td></tr> </table>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>
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Instructions for Preparation of Form HUD-50075-SM Annual Plan for Small PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. PHAs must complete this section during years where the 5-Year Plan is also due. (24 CFR §903.12)

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k)) and 24 CFR §903.12(b).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the ‘Sample PHA Plan Amendment’ found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

☐ **HOPE VI or Choice Neighborhoods. 1)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD’s website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6 . (Notice PIH 2011-47)

☐ **Mixed Finance Modernization or Development.** **1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.](#)

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan (24 CFR §903.7(b)).

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR §903.7(g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

B. Annual Plan Elements Submitted All Other Years (Years 1-4). PHAs must complete this section during years where the 5-Year Plan is also due. (24 CFR §903.12)

B.1 New Activities. If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI or Choice Neighborhoods.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6. (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.](#)

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations and describe how project-basing would be consistent with the PHA Plan.

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.2 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR §903.7(g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 CRT-SM, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077 CRT-SM, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 7.02 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Muscatine Municipal Housing Agency

Program/Activity Receiving Federal Grant Funding

Public Housing Operations/Capital Fund Program/Housing Choice Voucher Program

The undersigned 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned 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 sub recipients 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Jodi Royal-Goodwin

Title

Community Development Director

Signature

Date (mm/dd/yyyy)

05/04/2023

Civil Rights Certification (Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 3/31/2024

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning July 1, 2022 in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

Muscatine Municipal Housing Agency

PHA Name

IA 049

PHA Number/HA Code

I hereby certify that all the statement above, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director: Jodi Royal-Goodwin

Name of Board Chairperson: Brad Bark

Signature

Date 05/04/2023

Signature

Date 05/04/2023

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

***** Proof of Publication *****

The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE MUSCATINE JOURNAL, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is made a part of this affidavit, was published in said THE MUSCATINE JOURNAL, on the dates listed below.

MUSCATINE HOUSING DEPT

215 SYCAMORE ST.
MUSCATINE, IA 52761

ORDER NUMBER 151096

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Shelby Grimsley

**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@muscatineia.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@muscatineia.gov. The public comment period will begin March 20 and end May 4 at 6:00 p.m.

Section: Notices & Legals

Category: 2627 Miscellaneous Notices

PUBLISHED ON: 03/25/2023

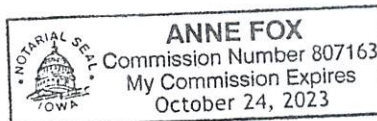
TOTAL AD COST: 45.18

FILED ON: 3/27/2023

Subscribed and sworn to before me by said affiant this 27th day of March 2023.

Anne Fox

Notary Public in and for Scott County, Iowa



La Cámara de Comercio Hispana celebra su 15 Aniversario

Por Anastassia Zveryguina, HOLA AMERICA

Quad Cities, IA/IL - Marisol Solarte-Erlacher será la oradora principal de la celebración de primavera de la Cámara de Comercio Hispana de Greater Quad Cities en su 15º aniversario con una presentación con el tema "Cuando la vida no sale según lo planeado: sacando fuerza de nuestra herencia". Marisol Solarte-Erlacher, M.A., LPC es una galardonada experta en trauma, oradora principal y consultora corporativa. Ella facilita la programación que fortalece la resiliencia de los empleados y mejora el desempeño del equipo, trabajando con organizaciones sin fines de lucro, corporaciones medianas y entidades de servicio público. También es la creadora y presentadora del podcast *Resilience and Resistance*. Lidera en su campo, Marisol fue terapeuta en práctica privada, supervisora clínica de estudiantes de Maestría en Consejería en la Universidad de Colorado en Denver, y actualmente es presidenta de la Asociación Internacional de Reprocesamiento y Desensibilización por Movimientos Oculares (EMDR). Ella y su familia viven en Denver, CO.

"Nuestro tema, 'Juntos Nos Levantamos | Together We

Rise' se centra en la comunidad y la unión", explicó Janessa Calderon, directora ejecutiva de GQCHCC. "La Cámara de Comercio Hispana de Greater Quad Cities ha perseverado y escalado hasta la cima, mientras apoya a nuestra comunidad y membresía durante tiempos de desafíos sin precedentes. Nuestro ascenso es un esfuerzo de colaboración de toda la región de Quad Cities y muestra lo que le sucede a nuestra economía local cuando los líderes se apoyan mutuamente".

La Cámara de Comercio Hispana de Greater Quad Cities fue fundada por el Sr. Bob Ontiveros en 2008. Desafortunadamente, el empresario y líder comunitario falleció en febrero de 2022. Por primera vez, la organización que fundó tendrá su evento anual sin su presencia.

"Para este año, tendremos un momento de silencio en memoria de nuestro fundador Bob Ontiveros y su esposa Blenda Ontiveros (quien falleció a principios de este mes). Quienes hicieron tanto por la comunidad de los Quad Cities", compartió Calderon.

El evento también reconocerá negocios destacados que están marcando una diferencia positiva en las comunidades hispanas y multiculturales. Los destinatarios de los

premios son:

Pequeña empresa del año: Jazmin Newton, Newton Law
Organización sin fines de lucro del año: ProjectNOW
Defensora del Año: Araceli Vazquez
Miembro Corporativo del Año: GroupO

La celebración de primavera se llevará a cabo el viernes 14 de abril de 2023 a las 6:00 pm en el Rhythm City Casino en Davenport, Iowa. Apertura de puertas a las 5:30 pm. La noche es una celebración de los logros, miembros y simpatizantes de la Cámara de Comercio Hispana de Greater Quad Cities. Las entradas para el evento cuestan \$60. La inscripción es en línea hasta el 6 de abril. Las oportunidades de patrocinio están disponibles. La gala anual contará con recepción, entretenimiento, cena, premios empresariales y la calidez de colegas, clientes, líderes empresariales, socios comunitarios y miembros de la cámara hispana. Para obtener más información sobre la Cámara de Comercio Hispana de Greater Quad Cities, visite www.gqchcc.com o llame al (563) 214-5160.

Hispanic Chamber hosts Spring Celebration on its 15th Anniversary

By Anastassia Zveryguina, HOLA AMERICA

AVISO DE PERÍODO DE COMENTARIO AL PÚBLICO Y
 HORA Y LUGAR DE LA AUDIENCIA PÚBLICA PARA
 CONVERSAR EL PLAN ANUAL Y REVISIONES DE LA AGEN-
 CIA 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 preliminar 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 obtenidas contactando MMHA al mninnert@muscatineia.gov o llamando al 563-262-4141.

Se llevará a cabo 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 electrónica a través del enlace GoToMeeting la cual será publicada en la agenda oficial. Si usted requiere de algún arreglo especial por una discapacidad o barrera de idioma, favor de contactar MMHA al 563-262-4141 al menos tres días laborales de anticipación a la fecha de la reunión que se llevará a cabo.

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

Quad Cities, IA/IL - Marisol Solarte-Erlacher will keynote the Greater Quad Cities Hispanic Chamber of Commerce's Spring Celebration on its 15th year anniversary with a presentation on "When Life Doesn't Go as Planned: Drawing Strength from Our Herencia". Marisol Solarte-Erlacher, M.A., LPC is an award-winning trauma expert, keynote speaker and corporate consultant. She facilitates programming that strengthens employee resilience and enhances team performance, working with nonprofit organizations, mid-sized corporations and public service entities. She is also the creator and host of the podcast *Resilience and Resistance*. A leader in her field, Marisol was a therapist in private practice, clinical supervisor for Master of Counseling students at the University of Colorado at Denver, and is currently President of the Eye Movement Desensitization and Reprocessing (EMDR) International Association. She and her family live in Denver, CO.

"Our theme, 'Juntos Nos Levantamos | Together We Rise' is focused on community and togetherness," Janessa Calderon, GQCHCC Executive Director, explained. "The Greater Quad Cities Hispanic Chamber of Commerce has persevered and climbed to the top, all the while supporting our community and membership during unprecedented times of challenges. Our ascent is a collaborative effort of the entire Quad Cities region and shows what happens to our local economy when leaders pull each other up together."

The Greater Quad Cities Hispanic Chamber of Commerce was founded by Mr. Bob Ontiveros in

2008. Unfortunately, the local businessman and community leader passed away in February 2022. For the first time, the organization he founded will be having its annual event without his presence.

"For this year, we will be having a moment of silence in memory of our founder Bob Ontiveros and his wife Blenda Ontiveros (who passed away earlier this month). Who have done so much for the Quad Cities community," Calderon shared.

The event will also recognize outstanding businesses that are making a positive difference in the Hispanic and multicultural communities. Recipients of the awards are:

Small Business of the Year: Jazmin Newton, Newton Law
Nonprofit of the Year: ProjectNOW
Advocate of the Year: Araceli Vazquez
Corporate Member of the Year: GroupO

The Spring Celebration will be held Friday, April 14th, 2023, 6:00 pm at Rhythm City Casino in Davenport, Iowa. Doors open at 5:30 pm. The evening is a celebration of the Greater Quad Cities Hispanic Chamber of Commerce's accomplishments, members, and supporters. Tickets for the event are \$60. Registration is online through April 6th. Sponsorship opportunities are available. The annual gala will feature reception, entertainment, dinner, business awards, and the warmth of colleagues, clients, business leaders, community partners, and Hispanic chamber members. For more information on the Greater Quad Cities Hispanic Chamber of Commerce, visit www.gqchcc.com or call (563) 214-5160.



City of Muscatine

ITEM NUMBER 2023-0217

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Setting a Public Hearing on May 18, 2023 regarding Amendment #2 to the Fiscal Year 2022/2023 City Budget

EXECUTIVE SUMMARY

City Council approved the first amendment to the 2022/2023 budget on April 20, 2023. That action amended the budget to the Revised Estimate amounts established at the budget review sessions. This second amendment includes additional proposed amendments since that time. These proposed amendments will increase total budgeted expenditures for the City by \$560,800 and transfers out will increase by \$67,200. Budgeted revenues are proposed to be amended by \$83,100 and transfers in amended by \$67,200. The public hearing on the proposed Budget Amendment #2 will be held on May 18, 2023 at 6:00 p.m.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution setting this public hearing.

BACKGROUND/DISCUSSION

City Council approved the first amendment to the 2022/2023 budget on April 20, 2023. That action amended the budget to the Revised Estimate amounts established at the budget review sessions.

This second amendment includes additional proposed amendments since that time. This proposed amendment will increase total budgeted expenditures for the City by \$560,800 and transfers out will increase by \$67,200. Budgeted revenues are proposed to be amended by \$83,100 and transfers in amended by \$67,200.

The revenue amendments include (1) \$20,000 in increased golf clubhouse merchandise sales, (2) an estimated \$15,000 insurance reimbursement for storm damages at the Airport, (3) a \$12,000 increase in Local Housing Trust funds for increased down payment assistance funding for individuals completing the Home Ownership class and purchasing a home, (4) \$35,000 in additional HUD funding for Section 8 Choice Voucher Housing Assistance Payments, and (5)

\$1,100 in donations. These total to the \$83,100 in revenue amendments.

General Fund expenditures are proposed to be amended by a total of \$136,000, of which \$1,100 will be funded from a donation and \$50,000 will be funded from a transfer from the Employee Benefits fund. In addition, the Roadway Maintenance budget will be amended upward by \$53,300. That increase will be offset by a reduction of \$53,300 in the Snow & Ice Control budget. General Fund amendments include (1) a \$65,000 increase in legal services based on actual expenditures to date and estimated additional costs through June 30, (2) a \$10,300 increase in the Risk Management budget for a correction in allocated insurance costs, (3) a \$50,000 increase in the Fire department budget for disability-related medical costs for a retired firefighter, (4) the Police department budget will be amended by \$1,100 for MSORT equipment that is expected to be funded by a donation, (5) the Cemetery budget will be amended by \$3,000, and (6) the Kent Stein Park budget will be amended by \$6,600 to the amount of the actual cost of a grooming machine since the original vendor could not fulfill the original order at their original bid price.

The \$136,000 General Fund 2nd amendment for 2022/2023 is comparable to the 2nd amendments in recent years. The 2nd amendment in 2021/2022 was \$73,000; in 2020/2021 it was \$348,400; in 2019/2020 it was \$135,800; and the 2nd amendment in 2018/2019 was \$326,500.

Enterprise fund expenditure amendments total \$325,000 and include (1) a \$5,800 increase in the Golf Course Maintenance budget to reimburse the golf cart lessor for a stolen cart, (2) a \$20,000 increase in golf merchandise purchases for re-sale due to increased sales, (3) a \$36,000 increase in the Refuse Collection budget due to increased vehicle repair and maintenance costs, (4) a \$129,000 increase in the Transfer Station budget due to increased repair and maintenance costs for equipment and the building, (5) a \$50,000 increase in the Water Pollution Control Plant (WPCP) Operations budget which includes increased software maintenance costs, increased natural gas costs, increased technical services costs, and increased employee training costs, (6) a \$47,000 increase in the WPCP Pumping Stations budget for increased electrical supplies, repair and maintenance supplies, and outside services costs, (7) a \$20,000 increase in the Airport budget for storm damage repairs with these repairs to be partially reimbursed by insurance, and (8) an increase of \$17,200 in the Landfill budget due to increases in the required transfers to the Landfill Closure and Post-Closure Reserves.

The balance of the amendments total \$167,000 and include (1) a \$12,000 increase in down payment assistance costs in the Home Ownership Program which will be funded from the Local Housing Trust, (2) an estimated \$20,000 for initial costs for the CDBG Neighborhood Improvement project, (3) an estimated \$50,000 for initial costs for the Downtown Revitalization project, (4) a \$35,000 increase in Section 8 Housing Voucher Program housing assistance payments funded from HUD funds, and (5) a \$50,000 transfer from the Employee Benefits fund to the General fund for the disability-related medical costs for the retired firefighter.

CITY FINANCIAL IMPACT

The proposed General Fund expenditure and revenue amendments would result in a decrease in the General fund balance of \$84,900 since a portion of the amendments are expected to be funded from a donation and a transfer from other funds. It is, however, expected that there should be savings in various General Fund department budgets which will offset at least a portion of this amount. For the City's Governmental Funds (primarily the General Fund), expenditures are required to be within the budget for each functional area. This amendment allows for somewhat of a "cushion" for increased costs so the budgets for the various functions are not exceeded at year-end.

It should also be noted that although it currently appears that several departments will be under their budget amounts, we traditionally have not amended those budgets downward to offset increases in other departments. With two months remaining in the fiscal year, the actual amounts that those budgets may be under budget cannot be determined, especially if those departments have unforeseen costs before year-end.

These amendments are to comply with the State requirement that cities do not exceed the budgeted expenditures by function.

ATTACHMENTS

1. FY 23 Budget Amendment #2 Resolution Setting Public Hearing.5-4-23
2. FY 23 Budget Amendment #2 Hearing Notice
3. FY 23 Budget Amendment #2 - Detailed List of Amendments

RESOLUTION NO. _____

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING
CONCERNING AMENDMENT #2 TO THE CITY BUDGET
FOR THE FISCAL YEAR ENDING JUNE 30, 2023
FOR THE CITY OF MUSCATINE, IOWA**

WHEREAS, a public hearing is required in order to amend the budget for the City of Muscatine for the fiscal year ending June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA that a public hearing be set for May 18, 2023 at 6:00 p.m. at the City Hall Council Chambers. At this meeting, the public can comment on the proposed Amendment #2 to the Fiscal Year 2022/2023 Budget.

Electronic access information for 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 4th day of May, 2023.

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

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of MUSCATINE
Fiscal Year July 1, 2022 - June 30, 2023

The City of MUSCATINE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/18/2023 06:00 PM

Contact: Carol Webb

Phone: (563) 264-1550

Meeting Location: City Hall Council Chambers

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	15,185,562	0	15,185,562
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	15,185,562	0	15,185,562
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,348,000	0	2,348,000
Other City Taxes	6	4,607,599	0	4,607,599
Licenses & Permits	7	349,700	0	349,700
Use of Money & Property	8	1,469,505	0	1,469,505
Intergovernmental	9	17,105,032	47,000	17,152,032
Charges for Service	10	16,409,900	0	16,409,900
Special Assessments	11	0	0	0
Miscellaneous	12	8,793,200	36,100	8,829,300
Other Financing Sources	13	500,000	0	500,000
Transfers In	14	21,734,772	67,200	21,801,972
Total Revenues & Other Sources	15	88,503,270	150,300	88,653,570
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	11,650,600	51,100	11,701,700
Public Works	17	3,191,800	0	3,191,800
Health and Social Services	18	55,000	0	55,000
Culture and Recreation	19	4,382,300	9,600	4,391,900
Community and Economic Development	20	5,778,373	117,000	5,895,373
General Government	21	3,764,718	75,300	3,840,018
Debt Service	22	2,815,524	0	2,815,524
Capital Projects	23	7,924,700	0	7,924,700
Total Government Activities Expenditures	24	39,563,015	253,000	39,816,015
Business Type/Enterprise	25	30,437,280	307,800	30,745,080
Total Gov Activities & Business Expenditures	26	70,000,295	560,800	70,561,095
Transfers Out	27	21,734,772	67,200	21,801,972
Total Expenditures/Transfers Out	28	91,735,067	628,000	92,363,067
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-3,231,797	-477,700	-3,709,497
Beginning Fund Balance July 1, 2022	30	37,448,958	0	37,448,958
Ending Fund Balance June 30, 2023	31	34,217,161	-477,700	33,739,461

Explanation of Changes: To appropriate additional revenues and available fund balances. Amendments include increases in legal services, disability related medical costs for a retired firefighter, vehicle and facility repair and maintenance costs, grant funded expenditures, housing assistance payments, and various other increases.

City of Muscatine
FY 2022/2023 Proposed Budget Amendments
(Budget Amendment #2)
May 18, 2023 (Set Public Hearing at May 4, 2023 Meeting)

Fund/Department	Account	Expenditure Amendment	Comments	Revenues/ Transfers In Amendment
General Fund				
Legal Services:				
City Attorney Legal Services	1000-01-1121-61220	\$ 65,000	Based on actual to date and estimated through 6/30/23	\$ -
Risk Management:				
Other Insurance	1000-01-1144-66300	\$ 10,300	To correct for fine arts insurance allocation to Art Center	-
Police:				
Equipment Purchase for MSORT	1000-15-1315-74200	\$ 1,100	Suppressors for sniper rifles funded by donation	1,100
Fire:				
Disability Retiree Medical Costs	1000-20-1321-61560	50,000	Actual disability-related medical costs for retired firefighter	
			Transfer from Employee Benefits Fund 1000-20-1321-39400	50,000
Cemetery:				
Judgements and Damages	1000-25-1411-69500	3,000	Unreimbursed disinterment charges	-
Kent Stein Park:				
Operating Equipment	1000-25-1424-74200	\$ 6,600	Grooming machine extra costs since original vendor could not fulfill order	-
Roadway Maintenance:				
Fulltime Wages	1000-40-1621-41100	\$ 2,200	Retirement pay - T King	
Retirement Health Savings Plan	1000-40-1621-46700	19,800	Retirement pay - T King	
Unleaded Gas	1000-40-1621-52720	3,000	Based on actual to date and estimated through 6/30/23	
Diesel	1000-40-1621-52730	2,500	Based on actual to date and estimated through 6/30/23	
Oil	1000-40-1621-52740	1,800	Based on actual to date and estimated through 6/30/23	
Gas (Alliant)	1000-40-1621-65310	15,000	Based on actual to date and estimated through 6/30/23	
Outside Services	1000-40-1621-67130	9,000	Based on actual to date and estimated through 6/30/23	
			Road Use Tax Transfer Increase (1000-40-1621-39400)	53,300
Snow & Ice Control:				
Salt	1000-40-1622-52230	\$ (13,900)	Reduced based on lower costs in 2022/2023	
Contracted Snow Removal Services	1000-40-1622-62470	(39,400)	Reduced based on lower costs in 2022/2023	
			Road Use Tax Transfer Reduction (1000-40-1622-39400)	(53,300)
Total - General Fund		\$ 136,000		\$ 51,100
Enterprise/Internal Service Funds				
Golf Course Operations:				
Operating Equipment	5451-25-5451-74200	\$ 5,800	Reimbursement to lessor for stolen cart	-
		<u>\$ 5,800</u>		<u>\$ -</u>
Golf Clubhouse Operations:				
Merchandise for Resale	5451-25-5452-52830	\$ 20,000	Based on actual to date and estimated through 6-30-23 (increased revenues will more than offset these costs)	
			5451-25-5452-38363	\$ 20,000
Subtotal		<u>\$ 20,000</u>		<u>\$ 20,000</u>
Refuse Collection:				
Inside Services	5642-45-5642-67110	\$ 10,000	Based on actual to date and estimated through 6-30-23	\$ -
Inside Service	5642-45-5642-67120	11,000	Based on actual to date and estimated through 6-30-23	-
Tires/Tire Repairs	5642-45-5642-67130	15,000	Based on actual to date and estimated through 6-30-23	-
Subtotal		<u>\$ 36,000</u>		<u>\$ -</u>

Fund/Department	Account	Expenditure Amendment	Comments	Revenues/ Transfers In Amendment
Landfill:				
Transfers Out - Closure Reserve	5652-45-5652-90500	10,700	Additional Transfer Required per Annual Engineering Report	
Transfers Out - Post-Closure Reserve	5652-45-5652-90500	6,500	Additional Transfer Required per Annual Engineering Report	
Transfers In - Closure Reserve	5656-45-5656-39500		Additional Transfer Required per Annual Engineering Report	
			5656-40-5656-39500	10,700
Transfers In - Post-Closure Reserve	5654-45-5654-39500		Additional Transfer Required per Annual Engineering Report	
			5654-40-5654-39500	6,500
Subtotal - Landfill		<u>\$ 17,200</u>		<u>\$ 17,200</u>
Transfer Station:				
Outside Services	5658-45-5658-67130	\$ 100,000	Based on actual to date and estimated through 6-30-23	\$ -
Outside Parts	5658-45-5658-67150	24,000	Based on actual to date and estimated through 6-30-23	-
Building Repair/Maint. Services	5658-45-5658-67200	5,000	Based on actual to date and estimated through 6-30-23	-
Subtotal		<u>\$ 129,000</u>		<u>\$ -</u>
WPCP Operations:				
Software Maintenance Fees	5660-50-5662-61340	\$ 20,000	Support fee for Wonderware software (new owner of software)	\$ -
Misc. Technical Services	5660-50-5662-62530	6,000	Based on actual to date and estimated through 6-30-23	-
Travel and Education	5660-50-5662-64200	4,000	Registrations for leadership training	-
Gas	5660-50-5662-65310	20,000	Based on actual to date and estimated through 6-30-23 (due to increased rates for natural gas)	-
Subtotal		<u>\$ 50,000</u>		<u>\$ -</u>
WPCP Pumping Stations:				
Electrical Supplies	5660-50-5663-53120	\$ 5,000	Based on actual to date and estimated through 6-30-23	\$ -
Inventory Materials	5660-50-5663-53210	8,000	Based on actual to date and estimated through 6-30-23	-
Non-Inventory Materials	5660-50-5663-53220	6,000	Based on actual to date and estimated through 6-30-23	-
Outside Services	5660-50-5663-67130	28,000	Based on actual to date and estimated through 6-30-23	-
Subtotal		<u>\$ 47,000</u>		<u>\$ -</u>
Airport:				
Repair & Maintenance Services	5711-10-5711-67200	20,000	Repair of storm damages	
			Insurance reimbursement (all excluding deductible)	\$ 15,000
Subtotal		<u>\$ 20,000</u>	5711-10-5711-38430	<u>\$ 15,000</u>
Total Enterprise Funds		<u>\$ 325,000</u>		<u>\$ 52,200</u>
<u>Special Revenue Funds</u>				
Road Use Tax Fund:				
Transfer for Add'l Roadway Maint. (Transfer Out)	8200-00-8211-90400	\$ 53,300	Transfer for General Fund amendments listed above	\$ -
Transfer Reduction - Snow & Ice (Transfer Out)	8200-00-8212-90400	(53,300)	Transfer for General Fund amendments listed above	-
Subtotal		<u>\$ -</u>		<u>\$ -</u>
Employee Benefit Fund:				
Transfer to General Fund	8350-00-8354-90400	<u>\$ 50,000</u>	Transfer for Fire disability retiree medical costs	<u>\$ -</u>
Home Ownership Program:				
Downpayment Assistance	8180-90-8180-68300	\$ 12,000	Based on actual to date and estimated through 6/30/23	
			Housing Trust Funding 8180-90-8180-34330	12,000
Subtotal		<u>\$ 12,000</u>		<u>\$ 12,000</u>
CDBG Grant for Neighborhood Project:				
Professional Services	8142-10-8142-61660	<u>\$ 20,000</u>	Potential grant expenditures before 6/30/23	<u>-</u>
Downtown Revitalization Grant:				
Architectural Services	8143-10-8143-61610	\$ 50,000	Potential grant expenditures before 6/30/23	
		-		\$ -
Subtotal		<u>\$ 50,000</u>		<u>\$ -</u>

Fund/Department	Account	Expenditure Amendment	Comments	Revenues/ Transfers In Amendment
Section 8 Voucher Program:				
Housing Assistance Payments	9007-90-9070-47150	20,000	Based on actual to date and estimated through 6-30-23	
Hsg Assistance Pmts - FSS Escrow	9007-90-9070-47154	15,000	Based on actual to date and estimated through 6-30-23	
			HUD HAPS funding 9007-90-9070-36903	\$ 35,000
Subtotal - Section 8 Voucher Program		<u>\$ 35,000</u>		<u>\$ 35,000</u>
Total Special Revenue Funds		<u>\$ 167,000</u>		<u>\$ 47,000</u>
Total Budgeted Funds (Including Transfers Out)				
		<u>\$ 628,000</u>		<u>\$ 150,300</u>
Expenditure Breakout:			Revenue Breakout:	
Expenditure Increase		\$ 560,800	Increased Revenues	\$ 83,100
Funding Transfer Increase		67,200	Increased Transfers In	67,200
Total		<u>\$ 628,000</u>		<u>\$ 150,300</u>
Non-Certified Budget Amendment				
Non-Budgeted Fund:				
Equipment Services Operations:				
Unleaded Gasoline	7625-40-7625-52720	\$ 20,000	Based on actual to date and estimated through 6-30-23	
Oil	7625-40-7625-52740	3,500	Based on actual to date and estimated through 6-30-23	
Non-Inventory Materials	7625-40-7625-53220	12,000	Based on actual to date and estimated through 6-30-23	
Outside Services	7625-40-7625-67130	100,000	Based on actual to date and estimated through 6-30-23	
Operating Equipment	7625-40-7625-74200	5,800	Replacement of failing pump handles	
			Service Charges - Fuel and Lubricants 7625-40-7625-35440	\$ 23,500
			Service Charges - Equip Repair 7625-40-7625-35450	112,000
		<u>\$ 141,300</u>		<u>\$ 135,500</u>
Total Budgeted and Non-Budgeted Funds		<u>\$ 769,300</u>		<u>\$ 285,800</u>
Total to Enter in Ledger (Exclude Capital Projects, if any)		<u>\$ 769,300</u>		<u>\$ 285,800</u>



City of Muscatine

ITEM NUMBER 2023-0209

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Amy Fortenbacher, Transit Supervisor
Brian Stineman, Public Works Director

SUBJECT

Request to Approve the Issuance of a Purchase Order to Safety Vision, in the Amount of \$48,466, for a Camera System for Buses .

EXECUTIVE SUMMARY

Presented for the City Council's consideration is a request to authorize the issuance of a purchase order in the amount of \$48,466.00 to Safety Vision for cameras to replace the current obsolete system in our buses.

STAFF RECOMMENDATION

It is the recommendation of the Public Works/Transit staff to approve the request to issue a purchase order for a new camera system for the buses. The purchase will replace the cameras in 10 buses and add cameras to the new low floor buses.

BACKGROUND/DISCUSSION

MuscaBus has used Excel Mobile Video Solutions, Inc. for all our camera systems. Beginning in 2020, Excel decreased their service times due to covid. It was the assumption that as soon as the covid emergency was over, the service level would return. The opposite happened and Excel no longer responds to any attempts to reach them. This has led to the need for a new camera system on our buses. The need for the new system was discussed in our budget meeting and funds were approved in the 2022/2023 revised transit budget. Three quotes were obtained: \$42,168.00 from Pro-Vision, \$48,466.00 from Safety Vision, and \$63,039.00 from REI. Pro-Vision was the lowest quote, but it only included three cameras in each bus and their quote was not very detailed . They do not service any transit systems in Iowa. Safety Vision had a very detailed quote with 7 cameras per bus. They service Riverbend Transit (Davenport, IA) as well as several other transit systems in Iowa. Riverbend Transit gave a very good recommendation.

CITY FINANCIAL IMPACT

The purchase order request is for the amount of \$48,466.00 and was included in the 22/23 revised transit budgt.

ATTACHMENTS

1. Muscatine Public Transit Revised Quote 020223 - Pro-Vision
2. Safety Vision Camera Quote
3. City of Muscatine Mail - REI camera Quotes

PRO-VISION® PRICE QUOTE

8625-B Byron Commerce Dr.
Byron Center, MI 49315

provisionusa.com
800-576-1126

PREPARED BY:
Scott Erlenborn

PREPARED FOR:
Muscatine Public Transit

QUOTE #:
MASQ25691

DATE:
11/22/2022

Description	Part #	Qty	Unit Price	Ext. Price
Ranger 1080P HD Hybrid Base Kit with (2) Low Profile Camera [128GB]	DVR-908LP2-128	12	\$989	\$11,868.00
AHD Side Camera KIT Includes: Camera and 10M A/V Cable (PX-1943)	DVR-920	24	\$215	\$5,160.00
7" AHD LCD Monitor KIT - 3 Channel Includes: 7" AHD LCD Monitor - Monitor Mounting Brackets & Hardware - Power Harness	PM-1970S	12	\$345	\$4,140.00
Enhanced Connectivity Bundle - Five Year Device License	ECB-5YR	12	\$350	\$4,200.00
Installation	PV-INSTALL	12	\$1,321	\$15,852.00
			Total	\$41,220.00
			(Options Not Included)	

Options & Accessories:

HARDWARE LEASE / INSTALLMENT PURCHASE OPTIONS:

60 Month Installment Purchase Option (per unit/month) \$
Above Option with Installation (per unit/month) \$

Lease price based on total product purchase divided by the total number of systems.

NOTES:

TERMS:

General Terms: PRO-VISION® Solutions, LLC. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling and tax, if taxable, is not included unless specified. Quote is valid for 30 days. Purchase price is USD and FOB Byron Center, MI. Product Invoice Net 30 Day Terms. (excludes installation and SecuraMax Server). Terms do not apply to leases or credit card payments. 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of install/service work. Minimum Service Deposit Required for Service Work. Install rates based on a single location with minimum access of 12 hrs/days, 7 days/ week. Additional fees may apply if installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. All transactions are subject to final PRO-VISION® Management Approval.

Unused product in original packaging may be returned and/or exchanged up to 60 days from invoice date. Returns and exchanges must be issued a Return Authorization Number (RMA) prior to returning. All returns and exchanges must be inspected prior to account credit issuance less restocking fee of 10% for exchanges and 25% for returns.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling and tax, if taxable, is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. One advance payment equal to the total monthly rate is required with approved final Installment Purchase Option Documents.

SecuraMax®: Plan Price per Month Based on Service Contract for the specified length. Service Contract and End User License Agreement (EULA) required. Additional terms specified in Service Contract and EULA. Hardware using SecuraMax must be paid for prior to deployment. Protection Plan Claims Subject to Deductible.



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

DATE:	PAGE	ORDER NUMBER:
2/2/2023	1	X020258

PROPOSAL

Thank you for your request for proposal

If you have any questions or issues, just call
us **TOLL FREE** at 1-800-880-8855

BILL TO ACCOUNT# MUSCA
MUSCATINE PUBLIC TRANSIT 1459 Washington St Muscatine, IA 52761-5040

SHIP TO:
MUSCATINE PUBLIC TRANSIT 1459 Washington St Muscatine, IA 52761-5040

EXPIRE DATE: 04/03/2023	SALESPERSON: CWB - Carl Buchner
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CUSTOMER PO:		ORDER DATE: 02/02/2023	SHIP VIA: GROUND		TERMS: Net 30 Days	
ITEM NUMBER	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT

4112 HVR with 1 TB Solid State Storage; 64 GB SD card for fail over storage
4 interior cameras and 3 exterior cameras (subject to change depending on customer)
5 year advance replacement warranty on all equipment
11 Cutaway; 1 van
INCLUDES WIRELESS INFRASTRUCTURE FOR YARD
CLOUD STORAGE QUOTE

4112-HVR

4112-HVR-KIT	4112-HVR Standard Kit w/out Storage	12.00	0.00	1,049.00	12,588.00
41-GPS	GPS Module for 41 Series	12.00	0.00	COMPONENT	
41-PWRHRNS	Power Harness 4000/4100/4108/4112/4116	12.00	0.00	COMPONENT	
41-TRIGGER	Trigger Harness for 41 Series	12.00	0.00	COMPONENT	
4112-HVR	12 chan rec-8 analog 4 IP cam	12.00	0.00	COMPONENT	
SV-BATTERY-AAA	Alkaline AAA Battery	24.00	0.00	COMPONENT	

1 TB SOLID STATE DRIVE

4112-SSD-1TB-NP	4112-HVR 1TBNP SSD w/ Canister	12.00	0.00	279.00	3,348.00
SV-1TBSSD-NP	1TB SSD	12.00	0.00	COMPONENT	
SV-4112-CAN	4112-HVR Canister Only	12.00	0.00	COMPONENT	

64 GB SD CARD FOR FAILOVER STORAGE

SD-64GSA	64GB SD Card	12.00	0.00	49.00	588.00
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PANIC BUTTON/LED STATUS INDICATOR

41-PANIC-KIT	Panic Button Kit for 41's	12.00	0.00	49.00	588.00
41-PANIC	Panic Button for 4108/4112/4116	12.00	0.00	COMPONENT	
41-PANIC-CABLE	Cable for 41-Panic. Use with all but the 4000HYB	12.00	0.00	COMPONENT	

WIFI ANTENNA TO CONNECT TO ACCESS POINTS

41-ANT	wifi antenna for the 4100, 4108 & 4116	12.00	0.00	99.00	1,188.00
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CAMERAS AND PLACEMENTS

CAMERA #1: FACING OUT THE WINDSHIELD

AHD-H2.8M-BK	1080 AHD BLACK CAMERA W/OUT IR'S	12.00	0.00	99.00	1,188.00
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Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

DATE:	PAGE	ORDER NUMBER:
2/2/2023	2	X020258

PROPOSAL

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us **TOLL FREE** at 1-800-880-8855

BILL TO ACCOUNT# MUSCA
MUSCATINE PUBLIC TRANSIT 1459 Washington St Muscatine, IA 52761-5040

SHIP TO:
MUSCATINE PUBLIC TRANSIT 1459 Washington St Muscatine, IA 52761-5040

EXPIRE DATE: 04/03/2023	SALESPERSON: CWB - Carl Buchner
-------------------------	---------------------------------

CUSTOMER PO:		ORDER DATE: 02/02/2023	SHIP VIA: GROUND		TERMS: Net 30 Days	
ITEM NUMBER	DESCRIPTION	QTY	SHIPPED	PRICE	AMOUNT	
SVS-5MMF	16ft 4in M/F THREADED CABLE	12.00	0.00	16.00	192.00	
41-WS-BRKT	front windshield bracket	12.00	0.00	39.00	468.00	
CAMERA #2: CAPTURING THE DRIVER						
AHD-H2.8MIR-WT	1080 AHD 2.8MM WHITE W/ IR	12.00	0.00	99.00	1,188.00	
SVS-5MMF	16ft 4in M/F THREADED CABLE	12.00	0.00	16.00	192.00	
CAMERA#3: MOUNTED IN THE FRONT FACING THE REAR						
39-1.8IR-720	Black 720 AHD 1.8mm Cam w/ IR	12.00	0.00	99.00	1,188.00	
SVS-5MMF	16ft 4in M/F THREADED CABLE	12.00	0.00	16.00	192.00	
CAMERA #4: MOUNTED MID SHIP CAPTURING THE WHEEL CHAIR LIFT/CAN BE MOVED TO REAR IF BETTER LOCATION						
39-1.8IR-720	Black 720 AHD 1.8mm Cam w/ IR	12.00	0.00	99.00	1,188.00	
SVS-5MMF	16ft 4in M/F THREADED CABLE	12.00	0.00	16.00	192.00	
CAMERA #5: EXTERIOR STREETSIDE						
SV-EXTCAM-1080W	1080P AHD Ext Camera w/4pin micro din-white	12.00	0.00	129.00	1,548.00	
SVS-5MMF	16ft 4in M/F THREADED CABLE	12.00	0.00	16.00	192.00	
CAMERA #6: EXTERIOR CURBSIDE						
SV-EXTCAM-1080W	1080P AHD Ext Camera w/4pin micro din-white	12.00	0.00	129.00	1,548.00	
SVS-7MMF	7M M/F THREADED CABLE	12.00	0.00	19.00	228.00	
CAMERA #7: CAMERA MOUNTED IN THE REAR						
SV-EXTCAM-1080W	1080P AHD Ext Camera w/4pin micro din-white	11.00	0.00	129.00	1,419.00	
(FOR LTV VEHICLES)						
SV-LPCAM-AHD	AHD 1080P License Plate Camera	1.00	0.00	129.00	129.00	
(FOR VAN; EASIER MOUNTING SOLUTION ON VANS)						
SVS-10MMF	32ft 8in M/F THREADED CABLE	12.00	0.00	26.00	312.00	
INSTALLATION FOR 12 VEHICLES						
/027	Install Transit				9,840.00	



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

DATE:	PAGE	ORDER NUMBER:
2/2/2023	3	X020258

PROPOSAL

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us **TOLL FREE** at 1-800-880-8855

BILL TO ACCOUNT# MUSCA
MUSCATINE PUBLIC TRANSIT 1459 Washington St Muscatine, IA 52761-5040

SHIP TO:
MUSCATINE PUBLIC TRANSIT 1459 Washington St Muscatine, IA 52761-5040

EXPIRE DATE: 04/03/2023	SALESPERSON: CWB - Carl Buchner
-------------------------	---------------------------------

CUSTOMER PO:		ORDER DATE: 02/02/2023	SHIP VIA: GROUND		TERMS: Net 30 Days	
ITEM NUMBER	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT

WIRELESS INFRASTRUCTURE FOR YARD

ACCESS POINTS

WIFI-RUCKT310D	Ruckus Outdoor AP Omni	2.00	0.00	1,742.00	3,484.00
30-160030	cat 6 30' cable	4.00	0.00	COMPONENT	
SV-POE-48V24W	120VAC PoE Injector, 48VDC@24W	2.00	0.00	COMPONENT	
SV-T310D-RUCK	Ruckus Omni AP	2.00	0.00	COMPONENT	

CLOUD STORAGE YEARLY SUBSCRIPTION FOR FLEET

SV-ECM-MT1YR	Cloud Manager 1 year	12.00	0.00	144.00	1,728.00
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ACCESS POINT INSTALL/SERVER SETUP

/027	Install Transit				3,750.00
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CONTACT CARL BUCHNER AT 713-929-1056 WITH QUESTIONS

TERMS Net 30 Days FROM INVOICE DATE, 7 DAYS SHIPPING.

ALL PRICES FIRM FOR SIXTY (60) DAYS.
INSTALLATION MAY BE DONE INTERNALLY OR WE CAN PROVIDE QUOTES FOR SERVICE.

ACCOUNT MANAGER: _____ DATE: _____

CUSTOMER SIGNATURE: _____

Net Order:	48,466.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	3,392.62
	51,858.62



Fortenbacher, Amy <afortenbacher@muscatineiowa.gov>

REI camera Quotes

3 messages

Evan Saxton-Williams <evan@hoglundbus.com>
To: "Fortenbacher, Amy" <afortenbacher@muscatineiowa.gov>

Tue, Feb 7, 2023 at 5:12 PM

Amy,

Please see below for the camera system pricing. Jim Hakes with REI will be reaching out to you any day with additional prices that you will need to add to the systems below to take the Rei system to the next level with cell coverage and immediate access to every bus at any location and time. The monthly contract cell service is all through REI so I am unable to get you prices on that. We will try and utilize existing holes in the buses as best as possible. It will be your responsibility to cover / patch any holes in the bus from removing the old system if the same holes cannot be used again.

Rei 4 to 6 camera system with 1TB DVR

Wireless GPS/ antenna and incident button.

Installation would take place at your facility.

6 Camera system

Nine cutaway buses

\$5,560 each installed

4 Camera system

1 conversion van (transit)

\$4,133 each installed

4 camera system (cannot do 6 camera due to design of N.E.W buses. Limited routing areas)

2 New England Wheels

\$4,433 Each installed

Let me know if you have and questions.

Evan Saxton-Williams

HOGLUND BUS CO., INC.

Iowa Commercial Bus Sales

Cell: 641-750-0550

www.hoglundbus.com

Fortenbacher, Amy <afortenbacher@muscatineiowa.gov>
To: Jim Hakes <jhakes@radioeng.com>

Thu, Apr 13, 2023 at 1:10 PM

Hi Jim,

This was the last quote I received from Evan. Would you say this still looks correct?

Thank you,
Amy Fortenbacher
Transit Supervisor
City of Muscatine - MuscaBus
563-263-8152

[Quoted text hidden]

Jim Hakes <jhakes@radioeng.com>
To: "Fortenbacher, Amy" <afortenbacher@muscatineiowa.gov>

Fri, Apr 14, 2023 at 10:14 AM

Good morning,

Yes, the pricing looks correct.

Best Regards,

Jim

Jim Hakes
REI | Territory Manager
jhakes@radioeng.com | radioeng.com |
M: 402-681-9749 | O: 402-339-2200 | 24 Hour Service: 877.726.4617

From: Fortenbacher, Amy <afortenbacher@muscatineiowa.gov>
Sent: Thursday, April 13, 2023 1:11 PM
To: Jim Hakes <jhakes@radioeng.com>
Subject: Fwd: REI camera Quotes

[External Email: Use caution when clicking on links or opening attachments.]

[Quoted text hidden]



City of Muscatine

ITEM NUMBER 2023-0210

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Remove On Street Parking in the cul-de-sac at Magnolia Circle

EXECUTIVE SUMMARY

Request to remove on-street parking in the cul-de-sac of Magnolia Circle

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

The Muscatine Traffic Committee has received a petition from residents on Magnolia Street for action regarding parking on the street in the cul-de-sac at Magnolia Circle. Based on the petition, and our investigation of the matter, it is the opinion of the Traffic Committee that in order to provide room for large vehicles and emergency response, as well as driver safety, on-street parking should be eliminated the cul-de-sac at Magnolia Circle. If approved by City Council, no parking signs will be installed and the curb will be painted yellow when the city begins street painting. A letter informing residents of this proposal was sent out the week of April 24.

CITY FINANCIAL IMPACT

The cost for this work will be funded from the Traffic Control budget as part of normal operations.

ATTACHMENTS

1. Magnolia Circle No Parking
2. Magnolia Street Petition
3. Magnolia



1459 Washington St.
Muscatine, IA 52761-5040
(563) 263-8933
Fax (563) 263-2127

Public Works

City Transit 263-8152
Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering
Solid Waste

Resident or Property Owner

Muscatine, Iowa 52761

April 18, 2023

RE: Proposed Reduction of On-Street Parking

Dear Resident or Property Owner:

The Muscatine Traffic Committee has received a petition from residents in your neighborhood for action regarding parking on the street in the cul-de-sac at Magnolia Circle. Based on the petition, and our investigation of the matter, it is the opinion of the Traffic Committee that in order to provide room for large vehicles and emergency response, as well as driver safety, on-street parking should be eliminated the cul-de-sac at Magnolia Circle.

This proposal will be discussed by the Muscatine City Council at the regular council meeting on Thursday, May 4th, 2023 at 6:00 PM in City Hall, Council Chambers. This meeting will be your opportunity to express your concerns, support, or opposition to this proposal. Council approval is required before this change can be implemented permanently. As a neighbor in the vicinity of this area who may be affected by the proposed change, you are being notified so that you may have the opportunity to provide your input to the council before they make their decision.

Please feel free to attend the council meeting at the date and time listed above.

Sincerely,

Brian Stineman
Public Works Director
City of Muscatine

Cc: 5th Ward Councilmember, John Jindrich
City Administrator, Carol Webb



Traffic Petition

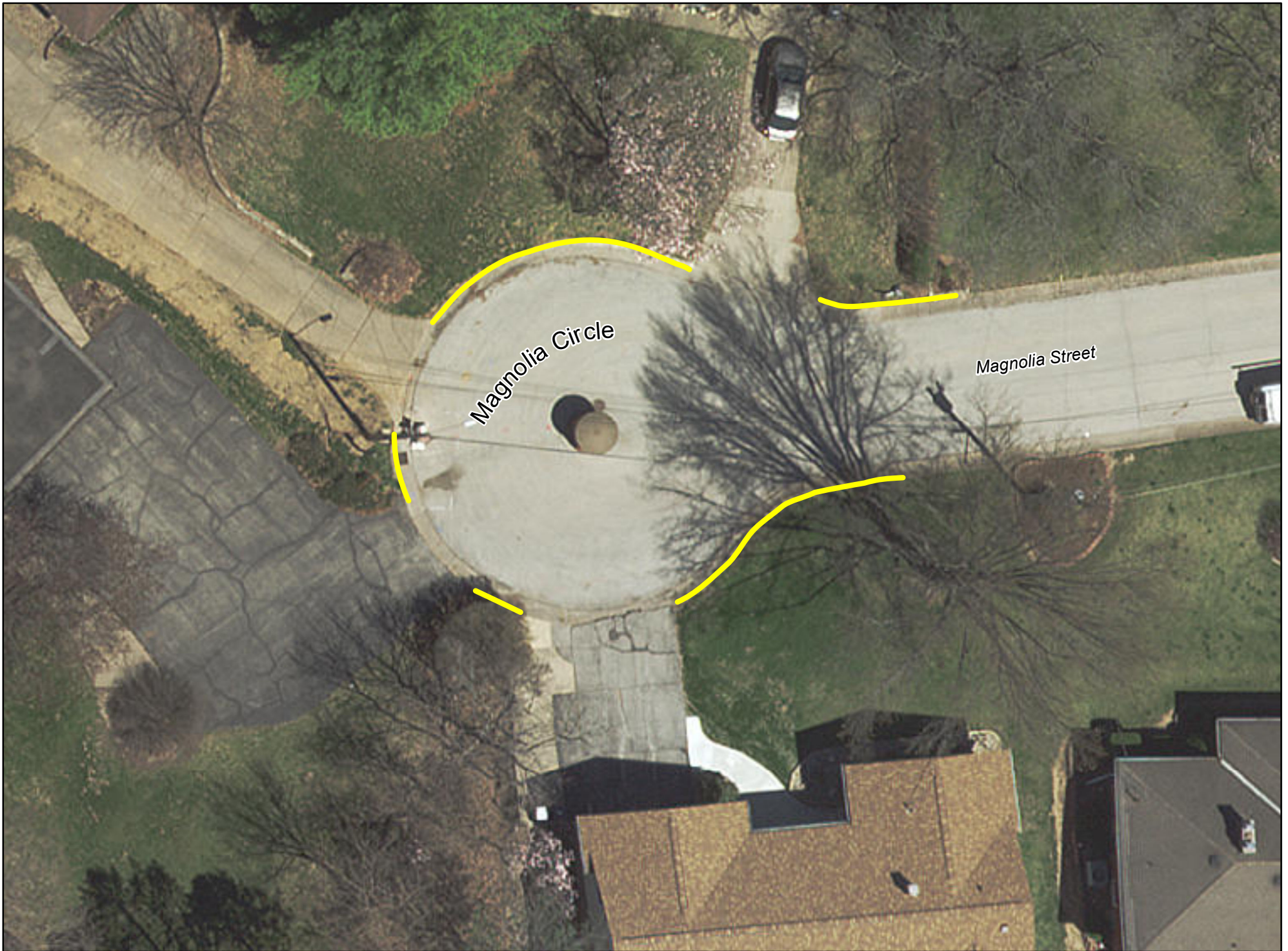
We, the undersigned, request: A painted yellow curb w/ no parking stencil be located in front of 1446 and 1441 Magnolia St to facilitate free movement around the lift station and in the cul de sac. Trailers, snowplows + refuse have a difficult time as it is.

Contact Name: <u>Jon Koch</u>	Daytime Phone: <u>(563) 554-4051</u>	please call to advise on neighbors wishes.
Address: <u>1441 Magnolia St</u>	ZIP Code: <u>52761</u>	
Neighborhood Name:	E-mail Address (Optional):	

Signature (One per household)	Address	Phone
1 <u>Chris Hansen</u>	<u>1517 Magnolia St</u>	<u>563-212-1355</u>
2 <u>Ronald L. Nantz</u>	<u>1525 MAGNOLIA ST</u>	<u>563-288-5946</u>
3 <u>[Signature]</u>	<u>1536 Magnolia St</u>	<u>563-260-3530</u>
4 <u>[Signature]</u>	<u>1515 Magnolia St</u>	<u>563-260-5199</u>
5 <u>[Signature]</u>	<u>1442 MAGNOLIA</u>	<u>563-306-5775</u>
6 <u>[Signature]</u>	<u>1441 Magnolia</u>	<u>563-554-4051</u>
7 <u>[Signature]</u>	<u>1531 MAGNOLIA</u>	<u>319-631-3961</u>
8		
9		
10		

If more space is needed please copy this form or add additional pages to with the same information.

After completing this form, fold it for mailing. Please mail or bring it to: City of Muscatine, Public Works Department, 1459 Washington Street, Muscatine, IA 52761. This request and petition will be reviewed during the City's Inter-departmental Staff Meeting, which meets on a monthly basis. Thank you for your interest in traffic safety. If you have any questions, please contact Brian Stineman, Public Works Director at 263-8933.





City of Muscatine

ITEM NUMBER 2023-0211

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Add to the Scope of the Carver Corner Roundabout Design Contract with Bolton & Menk to Include ALTA Survey in the Amount not to Exceed \$10,700.

EXECUTIVE SUMMARY

Request to add to the scope of the Carver Corner Roundabout Design contract with Bolton & Menk to include ALTA survey for an amount not to exceed \$10,700.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

Merge Development and the City of Muscatine have both contracted with Bolton & Menk for design services for the commercial development of the lots at Carver Corner and the roundabout respectively. Merge has requested an ALTA survey of the Carver Corner properties to assist in their design plans. They have agreed to split the cost of the survey with the City of Muscatine. The City has agreed to add this survey to the scope of the Carver Corner roundabout design and the City will invoice Merge for half of the cost of the survey, which is not to exceed the amount of \$10,700. The city portion of the survey will be \$5,350.

CITY FINANCIAL IMPACT

Funds for this project will come from bond proceeds for the Carver Corner roundabout project.

ATTACHMENTS

1. 2023-04-18_Carver Corner Survey Agreement for Professional Services_



Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

EXHIBIT A - BASIC SERVICES

CARVER CORNER REDEVELOPMENT ALTA SURVEY

MARCH 22, 2023

The following scope of services include exploratory survey and prepare an ALTA/NSPS Land Title Survey of the site as identified on EXHIBIT C – Address and Legal Description of Properties, and survey extents identified below. Additional design scope and fee to be negotiated for design phases as future task.

TASK 1: ALTA + TOPOGRAPHIC + BOUNDARY SURVEY

Topographic Survey:

- + Locate site improvements within the survey limits, including existing structures, trees, landscaping, streets, and observable evidence of utilities. Utility maps and locates will be requested through a design locate request.
- + Survey to be coordinated with Soil Borings and document dig locates of all utilities
- + Survey existing ground to create surface model and contours for the site
- + Deliverables – Bolton & Menk will provide electronic mapping in .dwg or. dgn format for your use.

Retracement Plat of Survey:

- + Establish the boundary of the property
- + Survey markers will be found and verified
- + Survey plat will detail the evaluated evidence and results of the survey
- + Record the Plat of Survey in the Muscatine County Register of Deeds

ALTA Survey:

- + Survey and documentation as specified on Table A attachment #2
- + Recording and filing of ALTA survey complete

Approximate Survey Boundary based on our current understanding of the project:



ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1 shall not be considered part of the Basic Services and may be authorized by the City of Muscatine as Additional Services and/or Additional Tasks.

- + Replat of lot lines or Boundary Line Adjustment Plat
- + Parcel splits or combinations
- + Title Commitment to be provided by owner of ALTA
- + Recording of new easements or vacation of existing easements

FEE AND TERMS OF PROPOSAL

The following tables summarize the cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Task 1 – Topo + Boundary Survey + ALTA	\$10,700
Total Bolton & Menk Lump Sum Fee	\$10,700

**Additional services, owner requested re-design and services in excess of stated allowances will be performed at Bolton & Menk's standard hourly rates as identified in Exhibit B – Schedule of Fees.*

EXHIBIT B

2023 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2023. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$175-248
Project Manager	\$145-198
Senior Project Engineer	\$140-198
Project Engineer	\$130-188
Design Engineer	\$110-168
Graduate Engineer	\$110-145
Senior Planner	\$115-198
Planner	\$115-171
Senior Landscape Architect	\$150-170
Landscape Architect	\$120-148
Landscape Designer	\$100-135
Licensed Project Surveyor	\$160-195
Graduate Surveyor	\$130-181
Survey Technician	\$85-173
Senior Technician	\$110-195
Technician	\$90-168
Specialist*	\$95-205
Practice Expert**	\$225-308
Senior Principal	\$195-308
Principal	\$160-235
Administrative/Corporate Specialists	\$75-120
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.

Exhibit C

Address and Legal Description of Property



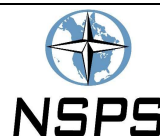
Address: Intersection of Green Street and Hershey Avenue
Legal Description: **Parcel 1302159002**
2-76-2W N 290 OL 2 SD OL (EX STATE OF IOWA SECS 2 & 3)
Parcel 1302159005
2-76-2W (EX TRI SE COR) S 153.6 N 443.6 OL 2 SECS 2 & 3
Parcel 1302159009
2-76-2W TRI TRACT SE COR S 153.6 N 443.6 OL 2 SECS 2 & 3
Parcel 1302159011
2-76-2W S 221.4 OL 2 EX W 128 N 145 S 205 SECS 2 & 3
Parcel 1302159012
2-76-2W TRACT 128' X 145' OL 2 SECS 2 & 3
Parcel 1302159015
2-76-2W (EX PARCEL R & S) OL 1 SD SECS 2 & 3
Parcel 1302305001
3-76-2W EX W 60' LOT 3 BLK 11 S MUSC

TABLE A
OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

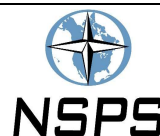
If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☒ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. ☒ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. ☒ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. ☒ Gross land area (and other areas if specified by the client).
5. ☒ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6. ☒ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
☒ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. ☒ (a) Exterior dimensions of all buildings at ground level.
(b) Square footage of:
_____ (1) exterior footprint of all buildings at ground level.
_____ (2) other areas as specified by the client.
_____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. ☒ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. ☒ Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.



10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- ☒ (a) plans and/or reports provided by client (with reference as to the sources of information)
- ☒ (b) markings coordinated by the surveyor pursuant to a private utility locate request.
- Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*
12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
13. _____ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. ☒ As specified by the client, distance to the nearest intersecting street.
15. _____ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16. ☒ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. ☒ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18. ☒ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.
19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
20. _____

Adopted by the American Land Title Association on October 1, 2020. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 30, 2020. More at: www.nspss.us.com.



**AGREEMENT FOR COLLABORATIVE PARTNERSHIP
to Establish a Community Grant Writer Position**

by and between

The City of Muscatine, Iowa,
Muscatine County, Iowa,
and the Community Foundation of Greater Muscatine

This Agreement is entered into between the City of Muscatine, Iowa, an Iowa municipal corporation (hereinafter "City"), Muscatine County (hereinafter "County"), an Iowa County, and the Community Foundation of Greater Muscatine (hereinafter "CFGM"), an Iowa not-for-profit, for the purpose of establishing a collaborative partnership in support of a Community Grant Writer position (hereinafter "Agreement").

WHEREAS, strategic priorities of the parties hereto are often overlapping and mutually beneficial; and

WHEREAS, an increase of resources available to address identified strategic priorities would benefit the parties hereto and residents throughout the County; and

WHEREAS, the parties hereto desire to enter into this Agreement in an effort to coordinate and thereby access funds on an immediate basis and to thereafter determine their respective benefits from this Agreement and adjust the Agreement terms at that time.

IN EXCHANGE FOR VALUABLE AND ADEQUATE CONSIDERATION, which ALL parties acknowledge and agree, exists at this time and for their respective benefits, it is hereby agreed as follows:

1. **Receipt of Funds.** The City, County, and CFGM each agree to allocate \$25,000 for a twelve (12) month period beginning July 1, 2023 and ending on June 30, 2024 to CFGM and for use as directed within this Agreement. Any additional or future funding obligations, if any, will be determined at the sole discretion of the individual parties at a future date.
2. **Use of Funds.** As a condition of the receipt of the funds set forth in paragraph 1, CFGM agrees to expend such funds pursuant to the following:
 - A. Funds shall be used for salary, benefit, equipment, space and other operational expenses, travel, and training expenses related to the Community Grant Writer position (hereinafter "Grant Writer").
 - B. All such funds shall be used in conformance with all applicable federal, state and local laws and shall not be used so as to violate any laws, regulations or codes applicable to governmental entities for employment.
 - C. CFGM will provide a semi-annual report of activity, as well as a billing invoice in the amount of \$12,500.

- D. Any funds necessary or needed beyond the \$25,000 will be paid solely by CFGM, unless either the City or the County elects to further contribute and then only after they have investigated and determined the benefit to their respective citizens.

3. **Position Establishment.**

- A. **Employment.** The Grant Writer position will be established as an employee of the CFGM, and in no way shall be construed as an employee of the City or County. CFGM agrees to indemnify and hold the City and County harmless, including defense costs, attorney's fees, expenses and related costs, and then from all claims that may arise because of the Grant Writer's employment by CFGM.
- B. **Supervisory and Managerial Control.** One (1) representative from the City, County, and CFGM, hereinafter to be known as the "Grant Collaborative", will establish performance targets for the position. Performance targets will be reviewed by the Collaborative on a semi-annual basis.

4. **Grant Identification.** As a condition of the receipt of the City, County, and CFGM funds as set forth in paragraph 1, the parties hereby agree to abide by the following terms and conditions:

- A. The parties will utilize a prioritization matrix that aligns with community priorities that are mutually established and agreed upon, at least semi-annually, and which will serve as a mechanism to filter grant application opportunities in alignment with timing deadlines and priorities. Grants opportunities may be brought forward for consideration by any of the parties and/or the Grant Writer.
- B. Grant priorities shall include, collaborative, upstream opportunities including, but not limited to the following:
 - a. Creation of or improvement in housing
 - b. Economic development via attraction, retention and/or expansion of businesses and workforce
 - c. Expansion or enhancement of educational workforce training and upskilling
 - d. Expansion or enhancement of health care services and/or facilities
 - e. Other public purposes that promote the general welfare and prosperity of the community including meeting the challenges of increasingly complex, social, economic, equity, and technological opportunities.
- C. Grants requiring matching funds, prior to or subsequent to award will be evaluated and identified on a case-by-case basis, with communication and agreement by all the parties. When required or appropriate such applications will be brought before the appropriate governing body(ies) for approval prior to submission.

- D. Grants may be written under the fiscal sponsorship of any of the parties or qualifying collaborative party, but only with prior consent received through the appropriate member of the Grant Collaborative.
5. **Grant Writer Responsibilities.** The Grant Writer is responsible for marshalling resources to our community by researching, drafting, and submitting grant proposals and CFGM acknowledges and agrees that they will hire a duly qualified and capable Grant Writer. The following is a general summary of the Grant Writer's responsibilities:
- A. Developing relationships and collaborating with the Grant Collaborative and key stakeholders.
 - B. Maintaining proficient knowledge of community priorities, data, and programs.
 - C. Identifying grant funding opportunities.
 - D. Writing, submitting, and managing grant proposals.
 - E. Furnishing prospective funders with supporting documents.
 - F. Facilitating collaborative meetings to measure compliance during grant terms.
 - G. Compiling a semi-annual activity report.
 - H. Maintaining appropriate records.
 - I. Others duties and responsibilities as may be discussed and assigned by the Grant Collaborative and which serve the interests of the citizens of Muscatine County.
6. **Retention and Access to Records.** CFGM will give any authorized representative of the City or County access to, with reasonable notice, the right to examine all records related to the expenditure of the City or County payments. CFGM shall keep financial records and all other records pertaining to these funds for a minimum of five (5) years. The City, County, and CFGM agree to maintain files, correspondence and other information confidential and in accordance with the Health Insurance Portability and Accountability Act (HIPAA) requirements.
7. **Payments.** The City and County shall each send funds to CFGM within ninety (90) days of the contract start date identified above. City and County retain the authority to demand a refund or withhold future payments if it is determined the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.
8. **Assignment.** CFGM shall not voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof without the prior written consent of the City, County, and CFGM. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and any assignment in violation of this provision shall be null and void.

9. **Miscellaneous.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of Iowa. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Any dispute herein by one
(1) or more of the parties shall be submitted to binding arbitration and then within thirty days (30) of the submission of written request by one or more of the parties to the Grant Collaborative.
10. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.



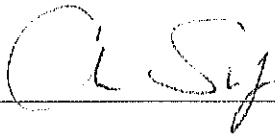
Muscatine County

04/10/2023

Date

City of Muscatine

Date



Community Foundation of Greater Muscatine

12-21-22

Date



City of Muscatine

ITEM NUMBER 2023-0213

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Accept Grant From the Federal Communication Commission Under the Affordability Connectivity Program

EXECUTIVE SUMMARY

Presented for Council consideration is a request to accept an Affordable Connectivity Grant from the Federal Communications Commission for \$83,234.

STAFF RECOMMENDATION

Staff recommends Council accept the grant.

BACKGROUND/DISCUSSION

Working with the Community Grant Writer a grant was submitted to the Federal Communications Commission (FCC) under a new funding opportunity to improve enrollment in the Affordable Connectivity Program (ACP). The ACP subsidizes internet subscription fees for low income households, but less than 20% of eligible families in Muscatine County have enrolled. This grant supports a part-time position and marketing expenses to promote the program and assist families with enrollment. The City of Muscatine was the only community in the state of Iowa to receive an award.

CITY FINANCIAL IMPACT

There is no impact to the general fund for accepting the grant. All local resources are in-kind.

ATTACHMENTS

1. ACP Grant Agreement



Recipient Information

1. Recipient Name

MUSCATINE, CITY OF
215 Sycamore St
Muscatine, IA 52761-3839

2. Congressional District of Recipient

02

3. Payment System Identifier (ID)

1426005008A2

4. Employer Identification Number (EIN)

426005008

5. Data Universal Numbering System (DUNS)

144509663

6. Recipient's Unique Entity Identifier (UEI)

UREHLGZMPJD5

7. Project Director or Principal Investigator

Jodi Royal-Goodwin
Community Development Director
jroyal-goodwin@muscatineiowa.gov
563-264-1554

8. Authorized Official

Jodi Royal-Goodwin
Community Development Director
jroyal-goodwin@muscatineiowa.gov
563-264-1554

Federal Agency Information

FCC-CGB-GSO

9. Awarding Agency Contact Information

Ms. Lindsey Tomes
Grants Management Specialist
lindsey.tomes@fcc.gov
202-394-7783

10. Program Official Contact Information

Ms. Miriam Montgomery
Grants Management Policy Advisor
miriam.montgomery@fcc.gov
202-418-0544

Federal Award Information

11. Award Number

ACOGP2340030-00

12. Unique Federal Award Identification Number (FAIN)

ACOGP2340030

13. Statutory Authority

47 U.S.C § 1752(b)(10)(C)

14. Federal Award Project Title

Muscatine Internet Connectivity Program (MICP)

15. Assistance Listing Number

32.011

16. Assistance Listing Program Title

Affordable Connectivity Outreach Grant Program

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 05/15/2023 - End Date 05/14/2025

20. Total Amount of Federal Funds Obligated by this Action \$83,234.00

20a. Direct Cost Amount \$104,590.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$21,356.00

25. Total Federal and Non-Federal Approved this Budget Period \$104,590.00

26. Period of Performance Start Date 05/15/2023 - End Date 05/14/2025

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$104,590.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Joy Sears
Supervisory Grants Management Specialist

30. Remarks



Recipient Information						
Recipient Name MUSCATINE, CITY OF 215 Sycamore St Muscatine, IA 52761-3839						
Congressional District of Recipient 02						
Payment Account Number and Type 1426005008A2						
Employer Identification Number (EIN) Data 426005008						
Universal Numbering System (DUNS) 144509663						
Recipient's Unique Entity Identifier (UEI) UREHLGZMPJD5						
31. Assistance Type Project Grant						
32. Type of Award Other						
33. Approved Budget (Excludes Direct Assistance)						
I. Financial Assistance from the Federal Awarding Agency Only						
II. Total project costs including grant funds and all other financial participation						
a. Salaries and Wages	\$27,131.00					
b. Fringe Benefits	\$4,613.00					
c. Total Personnel Costs	\$31,744.00					
d. Equipment	\$0.00					
e. Supplies	\$35,990.00					
f. Travel	\$3,000.00					
g. Construction	\$0.00					
h. Other	\$21,356.00					
i. Contractual	\$12,500.00					
j. TOTAL DIRECT COSTS	\$104,590.00					
k. INDIRECT COSTS	\$0.00					
l. TOTAL APPROVED BUDGET	\$104,590.00					
m. Federal Share	\$83,234.00					
n. Non-Federal Share	\$21,356.00					
34. Accounting Classification Codes						
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
ACOGP2	0033633280	FCC	4100	32.011	\$83,234.00	



35. Terms And Conditions

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/15/2023	06/30/2023	Quarterly	07/30/2023
07/01/2023	09/30/2023	Quarterly	10/30/2023
10/01/2023	12/31/2023	Quarterly	01/30/2024
01/01/2024	03/31/2024	Quarterly	04/30/2024
04/01/2024	06/30/2024	Quarterly	07/30/2024
07/01/2024	09/30/2024	Quarterly	10/30/2024
10/01/2024	12/31/2024	Quarterly	01/30/2025
01/01/2025	03/31/2025	Quarterly	04/30/2025
04/01/2025	05/14/2025	Final	09/11/2025

AWARD ATTACHMENTS

MUSCATINE, CITY OF

ACOGP2340030-00

1. Terms and Conditions

**Federal Communications Commission
Affordable Connectivity Outreach Grant Program
Award Terms and Conditions
March 2023**

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1. PURPOSE

This document provides the Federal Communications Commission’s (FCC’s) standard terms and conditions that apply to all awards under the Affordable Connectivity Outreach Grant Program, also known as the ACP Outreach Grant Program and Pilot Program Outreach Grants. Program recipients must have the financial, legal, administrative, and operational capacity to carry out the objectives of the federal grant.

Federal award is defined in 2 CFR 200, Subpart A and the information included in a federal award is identified in 2 CFR 200.211.

2. INTRODUCTION

As defined in 2 CFR 200.1, Subpart A, a non-federal entity (NFE) means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out the award as a recipient or subrecipient. These award terms are applicable to NFEs. The term recipient has the same meaning as NFE throughout this document, except that it also includes for-profit entities carrying out awards. The term subrecipient means an NFE, including a for-profit entity, that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program.

Authorized Departmental Officer (ADO) is the Consumer and Governmental Affairs Bureau (CGB) Chief or any employee of the FCC with delegated authority to issue or modify award instruments on behalf of the CGB Chief.

The recipient must, in addition to the assurances and certifications made as part of the award, comply with all applicable terms and conditions during the period of performance. Failure to comply may result in actions as outlined in Section 30. Remedies for Noncompliance.

All recipient award notifications issued by FCC will be considered ***conditional approvals*** pending final validation of all selected applicants’ submission documentation and/or application package. FCC reserves the right not to fund any ***conditionally approved*** selected applicant and/or application found to be ineligible after the final validation process.

This federal assistance award will be implemented using the “GrantSolutions” system for grants management and processing. GrantSolutions allows the recipient to accept awards electronically, manage user roles for individuals within their organization, and submit post-award action requests, and performance progress reports. To contact the GrantSolutions Help Desk for assistance in obtaining login credentials, email the GrantSolutions Online Help Desk at help@grantsolutions.gov. For technical assistance with GrantSolutions, call the customer support hotline 8:00 a.m. – 6:00 p.m. EST, Monday through Friday at (866) 577-0771, or email at help@grantsolutions.gov.

Notice of Award

Applicants who are selected for an FCC grant will receive a Notice of Award (NoA). **The recipient must accept or decline their award within (30) calendar days from the award date.** Funds will remain on hold until the recipient accepts the award through <https://grantsolutions.gov>. For Pilot Program recipients, all projects will have the same period of performance start date, which will appear in Field 26 of the NoA. **Failure to accept an award within the 30-day timeframe may result in termination of award.**

The NoA is the legal document that indicates an award has been made and that funds may be requested from FCC. It provides much of the critical information about administering and complying with the terms of the grant, including:

- Assistance Listing Number and Award number
- Legal authority
- Awardee organization and project manager/director
- Total award amount
- Duration of award (Period of Performance)
- Program and administrative points of contact at FCC

Once a recipient electronically signs the NoA, they have accepted the award. The contents of the NoA are binding on the recipient unless and until modified by a revised NoA signed by the CGB authorized official.

The NoA is subject to the Administrative Requirements, Cost Principles, and Audit Requirements that govern the federal funds associated with this award, as applicable, in 2 CFR 200. By accepting the award, the applicant agrees to comply with these requirements, as well as those set forth in the ACP Outreach Grant Program NOFO or the Pilot Program NOFO (as applicable), the ACP Report and Order (FCC 22-2) (applicable to Navigator Pilot Program Participants), the ACP Grant Program Second Report and Order (FCC 22-64), and the Third Report and Order (FCC 22-65) (applicable to Your Home, Your Internet Pilot Program participants).

FCC's determination of applicable terms and conditions of award or the ADO's denial of a request to change the terms and conditions is discretionary and not subject to appeal.

FCC Registration Number

An FCC Registration Number (FRN) will be required for recipients to draw down funds. Upon award acceptance, recipients will be required to register for an FRN, using the Commission Registration System (CORES). This unique 10- digit FRN is used to identify the registrant's business dealings with the FCC. To register with CORES, please use the following link: <https://apps.fcc.gov/cores/userLogin.do>. The first step to setting up an account in CORES is creating a username and account in the FCC User Registration System using the following link: <https://apps2.fcc.gov/fccUserReg/pages/login.htm>. Before the account is activated, the user will receive an automated email titled "FCC Account Request Verification" and must verify its account email address as prompted. Once the user is logged in to CORES, the user should select the "Register New FRN" or "Associate Username to FRN" option as applicable from the menu options that appear and provide the information as prompted by CORES. Users will need to provide their taxpayer identification number or TIN to register. The TIN is a nine-digit number that the IRS requires of all individuals, businesses, and other employers to identify their tax accounts with the IRS. Once the user provides the information required in CORES and clicks "Submit," CORES will generate a new FRN or associate the user's existing FRN with its account.

Programmatic Terms and Conditions

All award activities shall be limited to those authorized by the Infrastructure Investment and Jobs Act of 2021, Division J, Title IV, Public Law 117-58, 135 Stat. 429 (November 15, 2021) (47 U.S.C § 1752(b)(10)(C)) and specified in the Notice of Funding Opportunity. The objective of the ACP Outreach Grant Program and Pilot Program Outreach Grants is to support eligible partners in conducting a wide range of innovative outreach activities to raise awareness of the ACP and

increase enrollment among eligible households. The recipient shall carry out their award activities and processes as described in the approved ACP Outreach Grant Program Application Template (Application Template) or ACP Pilot Programs Application. Awardees will be bound by the activities and processes contained in the Application Template or ACP Pilot Programs Application and the further conditions contained in this award agreement. If the Application Template or ACP Pilot Programs Application is inconsistent with this award agreement, then the latter will govern.

This agreement shall be effective when executed by both parties. The award activities approved by FCC shall commence and be completed by the dates indicated in the Notice of Award (GrantSolutions generated Agreement Form), unless earlier terminated under Section 27.
Termination of This Award Agreement.

The recipient accepts responsibility for accomplishing their award project as submitted and included in their Application Template or ACP Pilot Programs Application. The recipient shall also provide continuing information to FCC on the status of their project, related activities, and any problems that may arise. The recipient must inform FCC as soon as possible if problems, delays, or adverse conditions which materially affect the ability to attain project objectives occur or prevent the meeting of milestones or goals. Modifications of the Application Template or ACP Pilot Programs Application, or changes in the awardee's budget may be approved by the ADO provided that, in FCC's opinion, the modification is justified and there is a likelihood that the recipient can accomplish the goals set out and approved in the Application Template or ACP Pilot Programs Application during the modification period. See the FCC Grants Manual for additional guidance on informing FCC.

The recipient shall use award funds only for the eligible purposes and activities approved by FCC in their budget. Any uses not provided for in the approved budget must be approved in writing by FCC. *See* Section 15. Prior Written Approval. Cumulative transfers among direct cost budget categories totaling more than 10 percent of the total budget must have prior written approval by FCC.

A change of any activities and processes must be submitted in writing then approved by the ADO. *See* Section 15. Prior Written Approval.

3. ORDER OF PRECEDENCE

In the event of any inconsistency between provisions of the award, the inconsistency will be resolved by giving precedence in the following order:

- Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award – 47 USC 1752(b)(10)(C)
- Code of Federal Regulations (CFR) – 47 CFR Part 54, and 2 CFR, Subtitle B, Part 6000
- ACP Report and Order (for Navigator Pilot Program Grant recipients), ACP Grant Program Second Report and Order (FCC 22-64), Third Report and Order (FCC 22-65) (for Your Home, Your Internet Grant recipients)
- ACP Outreach Grants Program Terms and Conditions
- Agency policy
- Application documents

4. APPLICABLE REGULATIONS AND NATIONAL POLICY REQUIREMENTS

In consideration of this award by FCC to the awardee, to be made pursuant to the Infrastructure Investment and Jobs Act of 2021, Division J, Title IV, Public Law 117-58, 135 Stat. 429 (November 15, 2021) (47 U.S.C § 1752(b)(10)(C)), the awardee will provide a program/project in accordance with the terms of this agreement and applicable regulations. The awardee agrees to comply with the following regulations, as applicable. The full text of Code of Federal Regulations (CFR) references may be found at eCFR—Code of Federal Regulations. Should a national requirement be missing, the recipient is nevertheless responsible for compliance with the applicable national policy requirements. In addition to any other terms and conditions stated herein, recipients shall be bound by the applicable statutory and national policy requirements which hereby are incorporated in this grant award by reference and such other provisions as specified herein.

Applicable Regulations and National Policy Requirements

This award and subawards at any tier under this award shall be governed to the extent applicable by the administrative provisions in effect at the time of award. These provisions are outlined in the FCC Grants Manual which specifies any updates made and the effective dates of those updates.

5. OTHER REQUIREMENTS

See the FCC Grants Manual for any additional program-specific requirements that apply to this award.

6. FLOW-DOWN OF REQUIREMENTS UNDER SUBAWARDS

The terms and conditions of the award flow down to subrecipients from the recipients, including the terms and conditions incorporated from the ACP Report and Order (for Navigator Pilot Program Outreach Grant recipients), ACP Grant Program Second Report and Order, Third Report and Order (for Your Home, Your Internet Outreach Grant recipients), 47 CFR Part 54, and 2 CFR, Subtitle B, Part 6000, unless the terms and conditions of the Report and Orders, the grant regulations cited above, or these Terms and Conditions specify an exception. See 2 CFR 200.101. Recipient Grants Management Officers should familiarize themselves with the requirements for reporting subawards set forth in the Federal Funding Accountability and Transparency Act of 2006 (FFATA or Transparency Act-P.L.109-282, as amended by section 6202(a) of P.L. 110-252) and 2 CFR Part 170.

FFATA Reporting

The FFATA requires accurate and prompt subawards reporting through the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). Reports are made publicly available through USASpending.gov, which is vital to monitoring the implementation of funded activities and FCC's ability to focus resources on mission essential initiatives.

Pursuant to 2 CFR Part 170, the FSRS is the reporting tool that all federal awardees must use to capture and report compensation of \$30,000 or more to any subaward (i.e., to contractors or subrecipients). See the FCC Grants Manual for additional information on FFATA reporting.

Subaward Reporting

As required by FFATA, 2 CFR 200.308, and these Terms and Conditions, recipients must report each action that obligates \$30,000 or more in funds, not including Recovery Funds (as

defined in Section 1512(a)(2) of the American Recovery and Investment Act of 2009, Public Law 111-5) in FSRs, and recipients have a continuing responsibility to update data on new obligations into subawards.

7. RECIPIENT AND FCC AGENCY CONTACTS

If a recipient fails to fully comply with mandatory requirements and award terms, FCC may impose additional award conditions or take other actions as appropriate under the circumstances, including those actions outlined in 2 CFR 200.338 and Section 30. Remedies for Noncompliance.

The following contacts are provided for the awardee's assistance.

Recipient Contacts:

The Recipient Project Director or Principal Investigator contact is identified in Field 7. of the Notice of Award.

FCC Contacts:

Questions regarding technical matters should be referred to the Program Official identified in Field 10 of the Notice of Award.

Questions regarding administrative matters should be referred to the Grants Management Specialist identified in Field 9 of the Notice of Award.

The CGB Chief's mailing address, and email address are as follows:

Federal Communications Commission
Consumer and Governmental Affairs Bureau
45 L Street NE
Washington, DC 20554
E-mail: ACPgrants@fcc.gov

8. PERIOD OF PERFORMANCE

"Period of Performance" has the meaning given in 2 CFR 200.77, with the additional clarification that the term includes any extension of the end date of the award, such as a no-cost extension authorized by 2 CFR 200.309. The period of performance is identified in Field 26 of the Notice of Award. Statutory language or agency policy may limit the maximum potential period of performance (including any awards transferred from another institution or organization). The period of performance will commence on the effective date cited in the award instrument. Any such limitation also applies to subcontracts made under awards subject to a period of performance limitation. Appropriations cannot be restored after expiration of the account. *See* Section 16. Extensions and Wind-down.

The recipient may charge to the award only allowable costs incurred during the period of performance. *See* 2 CFR 200.309. For FCC grants, any costs incurred before the FCC or pass-through entity made the award are unallowable. *See* Section 9. Pre-Award Costs.

9. PRE-AWARD COSTS

As outlined in 2 CFR 200.458, pre-award costs are those incurred prior to the start of the performance period. FCC does not allow pre-award costs for any FCC grant programs.

10. ALLOWABLE COSTS

Allowable costs shall be determined in accordance with the applicable program legislation, the purpose of the award, the terms and conditions of the award as contained herein, and by the following federal cost principles as outlined in 2 CFR 200 Subpart E—Cost Principles. For guidance on program-specific allowable costs, please see the FCC Grants Manual.

11. UNALLOWABLE COSTS AND FUNDING RESTRICTIONS

Costs incurred for any purpose prohibited in the Federal Cost Principles 2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230 are unallowable. Additionally, the FCC has adopted the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR Part 200, Subpart E as well as 2 CFR, Subtitle B, Part 6000.

The following funding restriction applies to recipients and subrecipients in accordance with the ACP Grant Program Second Report and Order and Third Report and Order (for Your Home, Your Internet Pilot Participants).

Neutrality of Grant-Funded Outreach Activities

Grant and subgrant recipients must maintain neutrality among ACP participating service providers or groups of service providers when conducting grant-funded outreach activities. Eligible households can be directed to the Companies Near Me Tool or be shown the complete list of ACP provider(s) serving the area. If there is only one service provider serving the area, the grant or subgrant recipient may inform the eligible household of that provider's information. This neutrality requirement ensures that the grant funding is not being used in a manner intended to specifically increase a particular provider's program enrollment and protects eligible households' right to choose their ACP provider and the type of broadband service that best fits their needs.

Grant and subgrant recipients are expressly prohibited from favoring, directing, steering, incentivizing or otherwise encouraging households to enroll with a particular provider when performing grant-funded outreach activities. When conducting grant funded outreach, grant and subgrant recipients are also expressly prohibited from using service provider-branded items such as outreach materials, gifts, or incentives, and from offering or providing consumers gifts or other incentives provided by service providers. Grant and subgrant recipients may not accept funding in any form, including in-kind contributions, from a participating provider or a specific group of participating providers (including, but not limited to, broadband industry groups such as trade associations) for the purpose of conducting ACP outreach activities.

Service providers may attend grant-funded outreach events to provide eligible households information on the available service offerings to which they may apply their ACP benefit. All service providers in the area where the outreach is conducted must have the same opportunity to attend and provide information on their services to which the ACP benefit can be applied. The Companies Near Me Tool can be used to obtain a list of all providers operating in areas where eligible households are being targeted with outreach events.

Grant and subgrant recipients may collaborate with state agencies, public interest groups, and non-profit organizations to carry out public awareness campaigns that highlight the value and benefit of broadband internet access and the ACP.

Funds Transfer Restriction

The grant recipient is prohibited from transferring funds between ACP grant programs (i.e., National Competitive Outreach Program (NCOP), Tribal Competitive Outreach Program (TCOP),

Your Home, Your Internet (YHYI), and Navigator Pilot Program (NPP)) and must comply with each program's unique reporting requirements. Recipients that submitted a project where funds come from multiple funding sources (i.e., NCOP, TCOP) are not allowed to divert funding from one program to another due to the specific funding allocations, which were established by the FCC.

Prohibition of Supplanting Other Outreach Funding

Grant or subgrant recipients may supplement but are prohibited from supplanting (replacing) funds that have already been obtained or are expected to be received from other sources, such as federal, state, or non-governmental funding provided to carry out ACP outreach activities as described in the applicable NOFO. Grant or subgrant recipients may not supplant funding from an ACP participating provider or a specific group of participating providers (including, but not limited to, broadband industry groups such as trade associations) provided to carry out ACP outreach activities as described in the applicable NOFO. ACP Outreach Grant Program funding is intended for ACP outreach costs for which applicants and their expected pass-through entities do not already have or expect to receive other funding. Pilot Program Outreach Grants funding is intended for targeted ACP outreach and application assistance costs to federal housing assistance recipients and other ACP eligible households for which applicants and their expected pass-through entities do not already have or expect to receive other funding.

Prohibition of Service Provider In-Kind Contributions for Funded Outreach

Acceptance of in-kind contributions from any broadband provider or a specific group of ACP participating providers (including broadband industry groups and trade associations) for grant-funded outreach activities is prohibited.

Prohibition of Profit, and Fees or Charges to Eligible Households

As stated in the NOFO, grantees may not make a profit from or otherwise financially benefit from conducting ACP outreach through the ACP Outreach Grant Program. A profit or other incremental charge above actual cost of grant-funded outreach activity is prohibited under the Pilot Program Outreach Grants. Fees or charges to eligible households for educating or providing enrollment assistance are also prohibited. Grantees are also prohibited from selling, disclosing to third parties for any reasons unrelated to grant activities, or otherwise using for profitmaking purposes (e.g. marketing or fundraising) any personally identifiable information collected in relation to grant activities.

Prohibition of Commissions or Compensation Linked to ACP Applications or Enrollment

Commission or compensation to individuals conducting funded outreach based on the number of ACP applications submitted or households enrolled is prohibited.

Prohibition of Remote Application Assistance

All funded ACP application assistance support must be done in person. Remote ACP application assistance support is prohibited. ACP application assistance to eligible households must be done in-person. Entities may provide process assistance to eligible households remotely, meaning, explaining the ACP enrollment process to eligible households. But assisting eligible households with completing and submitting their ACP application must be done in-person.

Prohibition of Lobbying

Use of appropriated funds, without the express authorization of Congress, to directly or indirectly pay for personal services or communications intended or designed to influence Members of Congress, jurisdictions, or officials of any government with regard to any legislation, law, ratification, policy, or appropriation is prohibited.

In accordance with the Second Report and Order, the use of grant funds is subject to certain restrictions on publicity, propaganda, and lobbying. *See, e.g.,* Division E—Financial Services and General Government Appropriations Act, 2021, Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (03/15/2022), Sections 715 (prohibiting the use of appropriated funds for publicity, propaganda, or lobbying Congress in support or opposition of pending legislation), and 718 (prohibiting the direct or indirect use of appropriated funds for publicity or propaganda purposes within the United States not authorized by Congress).

12. INDIRECT COSTS

Indirect costs are costs incurred by the recipient for a common or joint purpose that benefits more than one cost objective.

As outlined in 2 CFR 200.414(f), any recipient that has never had a negotiated indirect cost rate may use a de minimis rate of 10% of modified total direct costs (MTDC), which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. MTDC are described in 2 CFR §200.1.

Recipients may voluntarily choose to waive indirect costs or charge less than 10% of their MTDC.

Indirect costs will be allowed for the award when specifically included as a line item in the approved budget for this award.

13. COST SHARING OR MATCHING REQUIREMENTS

There are no cost-sharing or matching requirements associated with the ACP Outreach Grant Program. However, if the recipient chooses to include such funds in their budget, whether cash or in-kind, their award is subject to the requirements of 2 CFR 200.306. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as a part of cost sharing or matching only with the prior approval of the FCC.

The budget plan is the financial expression of the project or program as approved during the award process. The approved budget includes the federal share of project costs and that portion of the non-federal share of project costs, if any, that the recipient and the FCC formally agree upon as cost sharing (*see* Memoranda 01-06 -- Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs (archives.gov), January 5, 2001). Post-award requests to modify cost sharing commitments are budget revisions, and must be submitted electronically through GrantSolutions for approval by FCC as described in the FCC Grants Manual.

14. PROGRAM INCOME

Program income is defined in 2 CFR 200.1, except as provided in 2 CFR 200.307. Program income derived from this award must be managed according to 2 CFR 215. For FCC, the additive method of 2 CFR 200.307(e)(2) will be used to dispose of program income.

15. PRIOR WRITTEN APPROVAL

This section identifies prior approvals required as outlined in 2 CFR 200.308 and other sections of 2 CFR 200.

Prior approval is required for the following:

- Compensation-personal services (*see* 2 CFR 200.430)
- Compensation-fringe benefits (*see* 2 CFR 200.431)
- Entertainment costs (*see* 2 CFR 200.438)
- Fines, penalties, damages and other settlements (*see* 2 CFR 200.441)
- Fund raising and investment management costs (*see* 2 CFR 200.442)
- Insurance and indemnification (*see* 2 CFR 200.447)
- Memberships, subscriptions, and professional activity costs (*see* 2 CFR 200.454)
- Organization costs (*see* 2 CFR 200.455)
- Rearrangement and reconversion costs (*see* 2 CFR 200.462)
- Selling and marketing costs (*see* 2 CFR 200.467)
- Travel costs (*see* 2 CFR 200.474)

See the FCC Grants Manual for instructions on requesting prior approval.

16. EXTENSIONS AND WIND-DOWN

No-cost extensions to the initial period of performance will only be considered through formal, written requests to the recipient's CGB Grants Management Specialist containing specific justifications as to why an extension is required. No-cost extension requests will not be reviewed or approved after the wind-down process begins (*see* "Wind-down" subsection below). Requests must be submitted electronically through <https://grantsolutions.gov>. Recipients are advised to coordinate with their assigned FCC Grants Management Specialist when preparing an extension request. Additional information on requesting extensions is included in the FCC Grants Manual.

Grant recipients should submit all proposed extension requests to the FCC for review and consideration at least 120 days prior to the end of the period of performance to allow sufficient processing time. Extensions will not be granted for more than a six-month period and may be impacted by the wind-down (see additional information below). Any amendment of the award to extend the period of performance is at the sole discretion of the FCC.

Requests for no-cost extensions of time after expiration date

FCC may consider and approve requests for no-cost extensions of time up to 120 days following the expiration of the award. These will be approved only for extenuating circumstances, as determined by FCC. The awardee's Authorized Representative must submit the requirements identified in the FCC Grants Manual, as well as an "extenuating circumstance" justification.

The fact that funds are expected to remain unobligated at the expiration of the award is not in itself sufficient justification to receive an extension of time unless otherwise authorized in the program legislation. The period of performance (including any subsequent authorized extensions of time) shall not exceed any applicable statutory limit as well as any expiring appropriation limitation. *See* Section 20. Payments.

Wind-down

The wind-down process will begin when the forecasted end of the ACP is announced. The significance of the wind-down for recipients is that, once the wind-down is announced, there will no longer be sufficient time to implement and execute new outreach efforts. Recipients and subrecipients may continue to use their grant funds for outreach until ACP enrollments cease pursuant to any wind-down procedures established for the ACP, which are described in the FCC Grants Manual. Once ACP enrollments cease, any unobligated funds that have not been drawn down by the recipient may be allocated back to the larger ACP budget.

17. FINANCIAL REPORTING

The recipient will submit quarterly and final Federal Financial Reports (SF-425) in accordance with 2 CFR Part 215. The form and its instructions for completion can be found at Grants.gov under the Forms tab, “Post Award Reporting Forms”. **Please note: The SF-425 is a cumulative report; enter cumulative amounts from the start of the period of performance through the end date of the reporting period specified.**

Recipients must submit quarterly Federal Financial Reports (FFRs) via the Payment Management System (PMS) no later than 90 days after the end of the budget period, and the Final FFR via PMS no later than 120 days after the end of the period of performance. Additional instructions on completing and submitting the SF-425 can be found in the FCC Grants Manual. **If a recipient fails to submit a complete and accurate quarterly FFR within 10 business days after the established deadline, FCC will restrict the recipient’s access to their PMS account until the recipient is current with required reporting. If a recipient fails to submit a complete and accurate final FFR within 30 business days after the established deadline, FCC will begin administratively closing out the associated grant and unspent funds will be de-obligated.**

There should not be any unliquidated obligations reported on the final SF-425 report (*see* definition in 2 CFR 200.97). If the recipient still has valid obligations that remain unpaid when the SF-425 is due, the recipient shall request an extension of time to submit the report. *See* Section 15. Prior Written Approval.

If any remaining funding is needed by the recipient when the performance period ends, they must contact FCC and request a draw, providing FCC with justification and documentation to support the draw. Such draw requests will only be approved in extenuating circumstances, as determined by FCC. Regardless of extensions given for the submission of the SF-425, funds will not be available for any drawdowns that exceed statutory limits as well as any expiring appropriations (*see* Expiring Appropriation under Section 20. Payments).

A recipient may submit a final financial report in lieu of a quarterly financial report if all approved project(s) are successfully completed ahead of the end of the period of performance.

18. REPORTING PROGRAM PERFORMANCE

As outlined in 2 CFR 200.329, the recipient is responsible for oversight of the operations of the award support activities. The recipient must monitor the activities to assure compliance with applicable federal requirements and performance expectations are being achieved. Monitoring must cover each program/project, function, or activity. 2 CFR 200.301 addresses performance measurement. Performance Progress Reports (PPRs), including the PPR Supplemental, must be submitted by the recipient in accordance with Subpart D of 2 CFR 200.

Quarterly progress and final progress reporting on this grant are to be completed through GrantSolutions. Complete progress submissions will include both the standard and supplemental PPR templates. Information on PPR requirements can be found in the FCC Grants Manual. Questions regarding the report content should be referred to the CGB Grants Management Specialist identified in Field 9 of the Notice of Award via email or telephone.

Quarterly Performance Progress Reporting

Quarterly PPR will be submitted by the recipient within 30 days after the end of each reporting period, including partial calendar quarters, as well as in periods where no grant award activity occurs. PPR must indicate progress against performance measures as specified in the FCC Grants Manual and should relate financial data to the performance accomplishments of the recipient's federal award.

FCC will monitor PPR submissions to ensure that minimum performance requirements are being met.

Final Performance Progress Report

The Final PPR will cover the entire period of award including any no cost extension period that is approved in the agreement and is due no later than 120 days after the end date of the Period of Award. The Final PPR will follow the format of the quarterly PPR to include the same information required in those reports but also must include a summary of participants, target audiences, products (outputs), accomplishments (outcomes/impacts), and changes/problems.

For guidance on required components of Final PPRs and subrecipient performance reporting, see the FCC Grants Manual.

Use of Reported Information

Please note the vital importance of preparing well-written progress reports. Information reported may be used extensively by FCC for describing the work the FCC funds, planning and defending its budget, assessing its programs, and communicating project results to Congress. This depends on quality reports written in lay terms.

19. RESPONSIBILITY FOR SUBRECIPIENT MONITORING AND MANAGEMENT

If the project involves subaward agreements, the pass-through entity is responsible for assessing the risk of subrecipients and ensuring subrecipients are meeting the performance goals and objectives (*see* 2 CFR 200.331 through 200.333).

The pass-through entity must provide to subrecipient(s) appropriate terms and conditions concerning closeout of the subaward(s). Requirements for pass-through entity monitoring of subrecipients are described in 2 CFR 200.332(d).

20. PAYMENTS

Subject to 31 CFR 208.3, notwithstanding any other provision of law, all federal payments made by the FCC shall be made by electronic funds transfer (EFT), unless a waiver applies (*see* 31 CFR 208.4).

As outlined in 2 CFR 200.305(b), for recipients other than states (as defined in 2 CFR 200.1), payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the recipient, whether the

payment is made by EFT, or issuance or redemption of checks, warrants, or payment by other means.

The FCC will use the grantee organization name, address, and UEI found in SAM.gov to register the official organization for payments. In order to receive payment, grant recipients **must maintain an active SAM registration and FCC Registration Number (FRN)** with current information at all times during which they have an active federal award. Payments to grant recipients will be made on a reimbursement basis through FCC's financial management system; as such, the SF-270 shall not be submitted by the recipient.

The recipient agrees to carry out agreement activities and seek reimbursement in accordance with the approved project budget. The funding of eligible items identified in the approved budget constitutes FCC's authorization for the recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. *See* Section 15. Prior Written Approval.

Payments shall be paid only to the grant recipient or pass-through entity identified in the NoA. It shall be the responsibility of the grant recipient or pass-through entity to pay any subrecipients in accordance with 2 CFR Part 200. **Recipients should take note of the impact program wind-down may have on the availability of unobligated funds (*see* Section 16. Extensions and Wind-down, and additional information on the process included in the FCC Grants Manual).**

21. INTEREST EARNED ON FEDERAL ADVANCE PAYMENTS

Requirements related to interest earned on federal advance payments are outlined in 2 CFR 200.305(b)(9). Questions should be referred to the CGB Grants Management Specialist identified in Field 9 of the Notice of Award via email or telephone.

22. EQUIPMENT

Equipment is defined in accordance with 2 CFR 200.1 (*see also* 2 CFR 200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies).

Equipment is an unallowable cost under the ACP Outreach Grant Program.

Fixed Equipment and Real Property

No funds awarded under the ACP Outreach Grant Program may be used for the renovation or refurbishment of a building or facility; the purchase or installation of fixed equipment in such spaces; or for the planning, repair, rehabilitation, acquisition, or construction of a building or facility.

23. PROCUREMENT

Recipients shall adhere to the requirements of 2 CFR 200.317 through 2 CFR 200.326 which prescribes standards in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with federal funds.

See FAQs 200.110-6, 200-318-1, 200.320-2 of the *Frequently Asked Questions for The Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200* (located at <https://cfo.gov/cofar>) regarding procurement.

24. SUBRECIPIENT AND CONTRACTOR DETERMINATIONS

The recipient may concurrently receive federal awards as a recipient, a subrecipient, or a contractor, depending on the substance of its agreements with federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. If the FCC supplies or requires recipients to comply with additional guidance to support these determinations, it will be described in the FCC Grants Manual and will not conflict with this section.

Regardless of whether an award is a grant, cooperative agreement, subgrant or contract under an award, all are expected to follow the applicable OMB cost principles in 2 CFR 200—Subpart E. The recipients are also responsible for ensuring all contracts contain the appropriate provisions outlined in 2 CFR 200, Appendix II.

25. CONFLICT OF INTEREST

Awards are subject to the conflict of interest requirements outlined in 2 CFR 200.112, the Second Report and Order, and the ACP Outreach Grants and Pilot Program NOFOs, including the requirement that recipients disclose in writing any potential conflicts of interest to the FCC or pass-through entity in accordance with applicable FCC policy.

*See FAQ 200.112-1 of the *Frequently Asked Questions for The Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200* (located at <https://cfo.gov/cofar>) regarding Conflict of Interest.*

26. ACCURACY AND ACKNOWLEDGEMENT OF SUPPORT ON PUBLICATIONS, AUDIOVISUAL AND NON-VISUAL OUTREACH MATERIALS

ACP Outreach grantees and subrecipients must ensure that promotional materials created with FCC grant funding accurately reflect the ACP rules and requirements. A description of the ACP rules and requirements can be found on FCC's website at www.fcc.gov/acp, along with sample ACP promotional materials. If questions arise during the development or repurposing of ACP promotional materials, they can be addressed to your assigned Grants Management Specialist.

All ACP Outreach Grant Program recipients shall acknowledge federal funding when publicizing projects or programs funded in whole or in part with grant funds. This includes the disclosure that outreach materials are developed for educational purposes. The recipient Project Director will be responsible for appropriately acknowledging the FCC's funding support in publications, public announcements, press releases, and other media sources.

The recipient shall have an acknowledgement of FCC support placed on:

- a. Any publications written or published with grant support and, if feasible, on any publication reporting the results of or describing a grant-supported activity, and
- b. Any audiovisual which is produced with grant support and which has a direct production cost to the recipient of over \$5,000.

The results of the project assisted by award funds may be published by the awardee without prior review by FCC, provided that such publications acknowledge the support provided by funds pursuant to the provisions of the Infrastructure Investment and Jobs Act of 2021, Division J, Title

IV, Public Law 117-58, 135 Stat. 429 (November 15, 2021) (47 USC 1752(b)(10)(C)). The recipient will submit final products produced using grant funds to the ACP's Knowledge Library. Submitted documents will be made available to ACP Outreach Grant Program recipients and select documents may be chosen by the Grants Program Officer and CGB Chief for public use.

Acknowledgement of Support and Disclaimer

The awardee is responsible for acknowledging FCC for work primarily supported by the FCC grant funding during news media interviews, including popular media such as radio, television, and news magazines. When acknowledging FCC support, awardees must use one of the following acknowledgments of FCC support which must appear in the publication of any material, whether copyrighted or not, and any products produced in electronic formats (e.g., World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the Federal Communications Commission, Consumer and Governmental Affairs Bureau, under Award No. [enter the applicable award number here]."

"Funding was provided by the FCC Consumer and Governmental Affairs Bureau" or

"Funding was provided by FCC"

In addition, all publications and other materials, must contain the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Communications Commission."

FCC ACP Logo

FCC requires that the awardee use ACP's official logo in all of their publications, posters, websites, and presentations resulting from this award. The logo and rules for using the logo can be found on the ACP webpage.

Press Announcements and Media Interviews

FCC awardees are requested to coordinate press releases, newsletters, and press interviews with their assigned FCC National Community Impact Manager. Simultaneous announcement by FCC and the awardee is preferred.

27. TERMINATION OF THIS AWARD AGREEMENT

Award termination will be considered pursuant to 2 CFR 200.340. In such instances, FCC may reimburse the awardee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs that the awardee could not reasonably avoid. FCC will withhold further payments and awardees are prohibited from further use of award funds, pending corrective action.

FCC may terminate this award in whole or in part per 2 CFR 200.340. When a federal award is terminated or partially terminated, both the FCC or pass-through entity and the recipient remain responsible for compliance with the requirements in closeout and post-closeout adjustments and continuing responsibilities.

28. AUDIT REQUIREMENTS AND FRAUD, WASTE AND ABUSE POLICY

Recipients are responsible for obtaining audits in accordance with the audit requirements of 2 CFR 200.500 through 200.521. In addition, recipients are subject to the audit requirements found in the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). In accordance with 2 CFR 200.511, an auditee is responsible for follow-up and corrective action on all audit findings.

A recipient that expends \$750,000 or more in a fiscal year in federal awards must have a single or program-specific audit conducted for that year. A recipient that expends less than \$750,000 during their fiscal year in federal awards is exempt from federal audit and requirements for that year, except as noted in 2 CFR 200.503.

The audit must be performed in accordance with the requirements of the Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, the requirements of Subpart F of 2 CFR Part 200, and the requirements of Title 2 Subtitle B Chapter LX Part 6000 (as may be revised by the Federal Register).

The Single Audit Report must be submitted electronically to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. All auditees are to submit their audit reports directly to the FAC at <https://facides.census.gov/Account/Login.aspx>. Any future updates to the location of the FAC may be found at the OMB web site. Recipients may contact FAC at the toll-free number: (800) 253-0696.

Fraud, Waste and Abuse Policy

Pursuant to the Inspector General Act of 1978 (Pub.L. 95-452) and FCC's Fraud, Waste and Abuse policy located at <https://www.fcc.gov/inspector-general/hotline>, recipients must notify the FCC

Office of the Inspector General of suspected fraud, waste, and abuse in Agency programs, including the ACP Outreach Grant Program. FCC's policy outlines the types of activities that would qualify as suspected fraud, waste and abuse, the process for filing a complaint anonymously or requesting it be handled confidentially and contact information for submitting a complaint.

29. DEBARMENT AND SUSPENSION

Per OMB guidance, federal awarding agencies are required to check the SAM.gov Exclusions list of persons and entities ineligible for federal awards. This requirement flows down to federal award recipients, who are required to check SAM Exclusions for all subawards and contracts. Recipients must obtain prior written approval from the FCC for all proposed subawards, regardless of size (*see* 2 CFR 200.308(c)(1)(vi)). When requesting approval, recipients must confirm that they have conducted a risk-assessment of each of the proposed subrecipient(s) by name; and verify that each subrecipient does not have active exclusions in SAM and does appear on the Suspension and Debarment List.

- In accordance with 2 CFR 200.214, recipients and contractors will be subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, upon the adoption of rules implementing 2 CFR Part 180 by the FCC. Until such time as the FCC adopts rules implementing 2 CFR Part 180, recipients must comply with the OMB Guidelines on Governmentwide Debarment and Suspension in

Subpart C of 2 CFR Part 180, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons. Recipients are responsible for requiring the inclusion of a similar term or condition in any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, Covered Transactions.

- Recipients are also responsible for further requiring the inclusion of a similar term or condition in any subsequent lower-tier covered transaction.
- To comply with 2 CFR 180.335 of the OMB Guidelines on Governmentwide Debarment

and Suspension, before entering into any transaction for a federal award, recipients must provide the disclosures required by 2 CFR 180.335 to the FCC, supplementing any disclosures made in their initial application. See the FCC's Grants Manual for additional guidance on submission.

The recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the termination of the award, or pursuance of other available remedies.

30. REMEDIES FOR NONCOMPLIANCE

As outlined in 2 CFR 200.339, if a recipient fails to comply with federal statutes, regulations or the terms and conditions of the award, the FCC or pass-through entity may impose additional conditions, as described in 2 CFR 200.208 Specific conditions. If the FCC or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the FCC or pass-through entity may take additional actions as appropriate in the circumstances. *See the FCC Grants Manual.*

31. RETENTION REQUIREMENTS FOR RECORDS

In accordance with 2 CFR 200.334, financial records, supporting documents, statistical records, and all other recipient records pertinent to an award must be retained for a period of three years from the date of submission of the final expenditure report. For information on exceptions to these record retention requirements, please see the FCC Grants Manual.

32. REQUESTS FOR TRANSFER OF RECORDS

As outlined in 2 CFR 200.335, the FCC must request transfer of certain records to its custody from the recipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the FCC may decide for the recipient to retain any records that are continuously needed for joint use.

33. ACCESS TO RECORDS

As outlined in 2 CFR 200.337, the FCC, inspectors general, the Government Accountability Office (GAO) and the pass-through entity or any of their authorized representatives have the right of access to recipient records. The recipient also may view pertinent records of subrecipients and contractors for similar purposes (2 CFR 200.331(a)(5)).

- If an audit begins before the three-year period expires, the relevant records must be retained until final resolution (2 CFR 200.334).
- The access rights to a recipient's grant records do not expire at the end of the retention period. Authorized federal officials have access rights as long as the records are retained by the recipient (2 CFR 200.336(c)).
- In furtherance of 2 CFR 200.211, Reporting potentially classifiable information: The

recipient will not be granted access to classified information. The FCC does not expect that the results of the project will involve classified information.

Release of Information

The Freedom of Information Act of 1966 (FOIA) (5 U.S.C. 552) and the Privacy Act of 1974 (5 U.S.C. 552a) shall govern the release or withholding of information to the public in connection with this award project. The release of information under these laws and regulations applies only to records held by the FCC and imposes no requirement on the awardee or on any subrecipient

to permit or deny public access to their records. With respect to protected personally identifiable information, recipients must comply with the requirements contained in 2 CFR 200.303(e). Additional information, including what information is subject to FOIA requests and the process for filing a FOIA request, is available at <https://www.fcc.gov/foia>.

The regulations cited herein do not affect the retention period for project-related records or rights of access to such records or documents by the FCC, the Comptroller General, or their authorized representatives.

34. CLOSEOUT REQUIREMENTS

Award closeout is the process by which FCC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. This award and any subcontracts hereunder shall be closed out as soon as possible after expiration or termination of the project. While the awardee may use its own policies and procedures in closing out awards made to its recipients, the closeout of the award will be done in accordance with 2 CFR Part 215. *See also* Sections 17 and 18. Reporting of this document for instructions regarding final performance and financial reports.

See 2 CFR 200.344 for information regarding award closeout requirements and process.

Unless the FCC grants an extension, the recipient must submit the following no later than 120 calendar days after the end date of the period of performance:

- a. Final Financial Report (SF-425),
- b. Final Performance Report (Final PPR),
- c. Final Performance Report Supplemental (Final PPR Supplemental), and
- d. Other reports as required by or identified in the FCC Grants Manual

See Section 17. Financial Reporting and Section 18. Performance Reporting Requirements for further information about the submission of final reports.

35. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES

See 2 CFR 200.344, for a description of recipient requirements and obligations that continue beyond closeout of a grant.



City of Muscatine

ITEM NUMBER 2023-0215

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve the Submission of a Grant Application to the Iowa Department of Transportation for the Relocation of the Jet A Fuel Tank at the Muscatine Municipal Airport

EXECUTIVE SUMMARY

Presented for City Council consideration is a request to approve the submission of a \$400,000 grant application to the Iowa Department of Transportation to relocate the Jet A Fuel Tank at the Muscatine Municipal Airport. The grant requires a 20% match which would be funded through a bond issue to fully fund the total estimated project cost of \$500,000.

STAFF RECOMMENDATION

Staff recommends Council approve the grant submission.

BACKGROUND/DISCUSSION

Each year, the Iowa Department of Transportation (IDOT) provides funding for airport improvement projects through the Airport State Funding grant process. As outlined in the 5 year plan, the Airport Commission requested an application to support the relocation of the Jet A Fuel Tank be submitted. Bolton and Menk has developed the applications and cost estimates for Council consideration.

The current underground fuel system is approximately 30 years old. The complete relocation of the system is being implemented in two phases to minimize City expenditures and enable us to pursue the maximum amount of grant funds. A grant for Phase I, relocation of the AV Gas fuel tank, was accepted by City Council on November 3, 2022. If awarded, this grant will allow us to proceed with phase II and completion of the full system relocation. The total project cost is estimated at \$500,000, and IDOT grants require a 20% match. The required \$100,000 will be provided through a bond issue.

CITY FINANCIAL IMPACT

There is no financial impact to the general fund when submitting the grant. If awarded, the required match will be funded through bond proceeds.

ATTACHMENTS

1. 2024 SRE Grant Application

AIRPORT STATE FUNDING CHECKLIST AND APPLICATION

Please attach the following documents with your application.

- ☒ Airport State Funding Application Checklist
- ☒ Project data sheet, including a detailed cost breakdown. Use one for each project.
- ☒ City/Sponsor resolution that endorses the project and certifies availability of matching funds.
- ☒ Five-Year Capital Improvement Program (CIP)
- ☒ Verification that project is identified in a current airport layout plan (ALP) on file with Iowa Department of Transportation Aviation (when applying for new construction of buildings or airfield expansion).
- ☐ Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction).
- ☐ Verification that you have an airport security plan on file with Iowa DOT Aviation (when applying for airport security projects).
- ☒ Protective land use zoning and/or planning (please answer the following).
 - Height zoning ☒ Yes Date adopted 12/10/2002 ☐ No ☐ Pending
 - Land use planning/zoning ☒ Yes Date adopted 12/10/2002 ☐ No ☐ Pending
 - Comprehensive plan adopted with airport land use included ☒ Yes ☐ No ☐ Pending
 - Other (please explain) _____
- ☒ Provide verification that you have either updated the _____ website or submitted based aircraft N - numbers to Iowa DOT Aviation.
- ☒ Minority Impact Statement (Iowa DOT Form 1051010).

Send **one signed** copy of the application materials to the address listed below.

Please mail, fax, or email the signed application to:

**AIRPORT STATE FUNDING PROJECT
DATA SHEET**

Fiscal Year: 2024

Submit a separate data sheet for each project.

Airport:	Muscatine Municipal Airport	Date:	05/04/2023												
Project Type (Check one only):	☒ Airport Improvement Program (AIP)														
	☐ Commercial Service Vertical Infrastructure (CSVI)														
	☐ General Aviation Vertical Infrastructure (GAVI)														
Project Description:	New Jet A Fuel Tank														
Engineering Firm (If unknown, write unknown):	Bolton & Menk														
Shown on current Airport Layout Plan (ALP)	☒ Yes ☐ No	Current ALP Date:	11/07/2016												
Sketch:	Attach separate sketch from ALP if applicable.														
Project Justification (Include detailed information and data to support need):	The current underground fuel tanks at Muscatine Municipal Airport are in need of replacement as they are over 20 years old and are showing signs of their age. A new above ground self contained tank and fuel system will improve safety for the environment and be able to provide self service fuel at the airport if they so decide. This the second project of two, the preceding will provide AvGas Fuel to the airport. This project would provide a complete fuel system.														
Detailed Cost Estimate (Attach separate sheet if necessary):	See attached														
	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th></th><th style="text-align: center;">Amount</th><th style="text-align: center;">Percentage</th></tr></thead><tbody><tr><td>Total Project Cost:</td><td style="text-align: center;"> \$ 500,000 </td><td style="text-align: center;"> 100% </td></tr><tr><td>Local Share:</td><td style="text-align: center;"> \$ 100,000 </td><td style="text-align: center;"> 20% </td></tr><tr><td>Requested State Share:</td><td style="text-align: center;"> \$ 400,000 </td><td style="text-align: center;"> 80% </td></tr></tbody></table>				Amount	Percentage	Total Project Cost:	\$ 500,000	100%	Local Share:	\$ 100,000	20%	Requested State Share:	\$ 400,000	80%
	Amount	Percentage													
Total Project Cost:	\$ 500,000	100%													
Local Share:	\$ 100,000	20%													
Requested State Share:	\$ 400,000	80%													

Signature

Jodi Royal-Goodwin, Community Development Director

Sponsor's Title

Please e-mail the signed application to: Shane.Wright@iowadot.us



Real People. Real Solutions.

NEW JET A FUEL TANK

No.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL	
1	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00	10%
2	TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	
3	SECURITY LIGHT AND SIGNAGE	1	LS	\$ 15,000.00	\$ 15,000.00	
4	BOLLARDS	20	EA	\$ 800.00	\$ 16,000.00	
5	ELECTRICAL	1	LS	\$ 25,000.00	\$ 25,000.00	
6	FOUNDATIONS	2	EA	\$ 8,000.00	\$ 16,000.00	
7	10,000 GALLON AVGAS TANK/CABINET, COMPLETE	1	LS	\$ 250,000.00	\$ 250,000.00	
8	CONTAINMENT, VALVE, AND PIPING	1	LS	\$ 20,000.00	\$ 20,000.00	
9	CREDIT CARD READER SYSTEM	1	LS	\$ 15,000.00	\$ 15,000.00	
10	SYSTEM START UP AND TESTING	1	LS	\$ 20,000.00	\$ 20,000.00	
11	SEEDING, MULCHING, FERTILIZING	0.5	ACRE	\$ 6,000.00	\$ 3,000.00	
					\$ -	
Subtotal					\$ 415,000.00	
PROJECT DEVELOPMENT / SCOPING					\$ 2,000.00	
DESIGN ENGINEERING					\$ 45,000.00	10%
CONSTRUCTION ENGINEERING					\$ 30,000.00	10%
GRANT ADMINISTRATION					\$ 6,000.00	
ESTIMATED CITY ADMINISTRATION					\$ 2,000.00	
NEW JET A FUEL TANK					\$ 500,000.00	

**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Muscatine Municipal Airport (MUT) Muscatine, Iowa

Prepared by: Bolton & Menk

Sponsor's E-mail: jroyal-goodwin@muscatineiowa.gov

Date Prepared: April 2023

Sponsor's Signature: _____

Sponsor's Phone: 563-262-4141

Printed Name: Jodi Royal-Goodwin

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2024	New Jet A Fuel Tank	Federal: \$ 0.00 BIL: \$ 0.00 State: \$ 400,000.00 Local: \$ 100,000.00 Total: \$ 500,000.00	0.00 0.00 400,000.00 100,000.00 500,000.00
2024	Lighting, PAPIs, and REILs for Runway 12/30 and Parallel Taxiway (Federally Funded)	Federal: \$ 350,000.00 BIL: \$ 235,000.00 State: \$ 0.00 Local: \$ 65,000.00 Total: \$ 650,000.00	350,000.00 235,000.00 0.00 65,000.00 650,000.00
2025	SRE Building (Federally Funded)	Federal: \$ 196,340.00 BIL: \$ 400,000.00 State: \$ 0.00 Local: \$ 66,260.00 Total: \$ 662,600.00	196,340.00 400,000.00 0.00 66,260.00 662,600.00
2025	Rehabilitate Hangar	Federal: \$ 0.00 BIL: \$ 0.00 State: \$ 85,000.00 Local: \$ 15,000.00 Total: \$ 100,000.00	0.00 0.00 85,000.00 15,000.00 100,000.00
2026	New Hangars (4th Row) - Engineering Services (Federally Funded)	Federal: \$ 0.00 BIL: \$ 153,000.00 State: \$ 0.00 Local: \$ 17,000.00 Total: \$ 170,000.00	0.00 153,000.00 0.00 17,000.00 170,000.00

**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Muscatine Municipal Airport (MUT) Muscatine, Iowa

Prepared by: Bolton & Menk

Sponsor's E-mail: jroyal-goodwin@muscatineiowa.gov

Date Prepared: April 2023

Sponsor's Signature: _____

Sponsor's Phone: 563-262-4141

Printed Name: Jodi Royal-Goodwin

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2027	New Hangars (4th Row) - Construction (Federally Funded)	Federal: \$ 300,000.00 BIL: \$ 0.00 State: \$ 0.00 Local: \$ 33,333.00 Total: \$ 333,333.00	300,000.00 0.00 0.00 33,333.00 333,333.00
2028	Pavement Rehab/Joint Sealant (Apron, Crosswind Taxiway, and Runway 12/30) (Federally Funded)	Federal: \$ 300,000.00 BIL: \$ 0.00 State: \$ 0.00 Local: \$ 33,333.00 Total: \$ 333,333.00	300,000.00 0.00 0.00 33,333.00 333,333.00
		Federal: \$ 0.00 BIL: \$ 0.00 State: \$ 0.00 Local: \$ 0.00 Total: \$ 0.00	0.00 0.00 0.00 0.00 0.00
		Federal: \$ 0.00 BIL: \$ 0.00 State: \$ 0.00 Local: \$ 0.00 Total: \$ 0.00	0.00 0.00 0.00 0.00 0.00
		Federal: \$ 0.00 BIL: \$ 0.00 State: \$ 0.00 Local: \$ 0.00 Total: \$ 0.00	0.00 0.00 0.00 0.00 0.00

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: Jodi Royal-Goodwin _____

Title: Community Development Director _____

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

**RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION FOR IOWA DEPARTMENT OF TRANSPORTATION
AIRPORT FUNDING AND CERTIFYING ELIGIBILITY REQUIREMENTS**

WHEREAS, the City of Muscatine intends to apply for a grant from the Iowa Department of Transportation for partially funding improvements at the Muscatine Municipal Airport further described below:

- New Jet A Fuel Tank – AIP Funding

WHEREAS, the City of Muscatine has/will budget \$100,000.00 for the New Jet A Fuel Tank improvement project as matching funds in connection with the application of the grant from the Iowa DOT; and

WHEREAS, if the New Jet A Fuel Tank improvement project is selected by the Iowa Department of Transportation for funding, a grant would pay 80% of the project cost and the remaining 20% shall be paid from local funds; and

WHEREAS the Iowa Department of Transportation requires a resolution endorsing the above-mentioned improvements and certifying availability of matching local funds.

WHEREAS a grant application has been prepared on behalf of the City of Muscatine by Bolton & Menk Inc. for the above-mentioned improvements.

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

1. Staff are hereby authorized to execute grant application documents as need to apply for the grant from the Iowa DOT for the above-mentioned improvements.
2. Staff are hereby authorized to submit a grant application to the Iowa DOT for the above-mentioned improvements.
3. \$100,000.00 is hereby committed for the New Jet A Fuel Tank improvement project as the local matching share, subject to receipt of a grant from the Iowa Department of Transportation.

Passed this 4th day of May 2023 and signed this 4th day of May 2023.

By: _____
Mayor

Attest: _____
City Clerk



City of Muscatine

ITEM NUMBER 2023-0154

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Enter into a Preconstruction Agreement for a Primary Road Project with the Iowa Department of Transportation

EXECUTIVE SUMMARY

Presented for City Council's approval is a request to enter into a Preconstruction Agreement for a Primary Road Project with the Iowa Department of Transportation for replacement of storm water intakes on Highway 61 in Muscatine.

STAFF RECOMMENDATION

Approve the Agreement

BACKGROUND/DISCUSSION

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761--Chapter 150 (IAC) the City of Muscatine and the Iowa Department of Transportation have entered into an agreement regarding maintenance, repair, and minor reconstruction of the primary roads with the boundaries of the City of Muscatine. Section II. A. 3 of this agreement states that the City shall maintain storm sewers, manholes, intakes, catch basins and culverts used for the collection and disposal of surface drainage in curbed sections of the primary roadway.

Several of the intakes on Highway 61 and Park Avenue have been repaired by the city in Fiscal Year 2023. The remaining intakes yet to be repaired on Highway 61 will be repaired during the IDOT's Portland Cement Concrete (PCC) patching and intake repairs on U.S. 61 bypass from Dick Drake Way to University Drive project. This agreement will allow for repair of the intakes under the contract to be let and inspected by the DOT. This agreement will provide a cost savings to the city due to only having to pay for repairs to the intakes and not other items such as traffic control, material and site inspections, etc.

CITY FINANCIAL IMPACT

Funding for this work has been budgeted in the Collection & Drainage Budget.

ATTACHMENTS

1. Agreement Letter Muscatine
2. 2023-6-042_MuscatineFinal (1)

County: Muscatine
City: Muscatine
Project #: MP-061-5(708)86—76-70
Agreement#: 2023-6-042
Staff Action:

February 28, 2023

Public Works
215 Sycamore St.
Muscatine, IA 52761

Dear Mayor Bark,

Enclosed is a copy of the Agreement for the Portland Cement Concrete (PCC) patching and intake repairs on U.S. 61 bypass from Dick Drake Way to University Drive being planned as a FY 2023 project. The DOT will bear all costs except those allotted to the construction under other terms of this Agreement.

Please review the Agreement and, if you agree, present it at the next city council meeting for consideration and approval. If you have the capability to scan at a high quality, you may email it back to my secretary. If not, please mail the signed copy back to our office at the address below. An approved, original signature copy of this agreement will be emailed back to you for your records.

If you have any questions, please give us a call.

Sincerely,



Robert A. Younie, P.E.
District 5 Engineer

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	Muscatine
City	Muscatine
Project No.	MP-061-5(708)86--76-70
Iowa DOT	
Agreement No.	2023-6-042
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Muscatine, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 61 within Muscatine County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Portland Cement Concrete (PCC) patching and intake repairs on U.S. 61 bypass from Dick Drake Way to University Drive. See Exhibits A-1 and A-2 for location.

- b. All storm sewers constructed by the DOT as part of the project will become the property of the LPA, which will be responsible for their maintenance and operations. The LPA will not make any connections to said storm sewers without the prior written approval of the DOT. The LPA will prevent use of such storm sewers as a sanitary sewer.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$89,100, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. U.S. 61 through-traffic will be maintained during the construction.

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the

July 2014

Agreement cannot be fulfilled.

- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-6-042 as of the date shown opposite its signature below.

CITY OF MUSCATINE:

By: _____ Date _____, 20____.

Title: Mayor

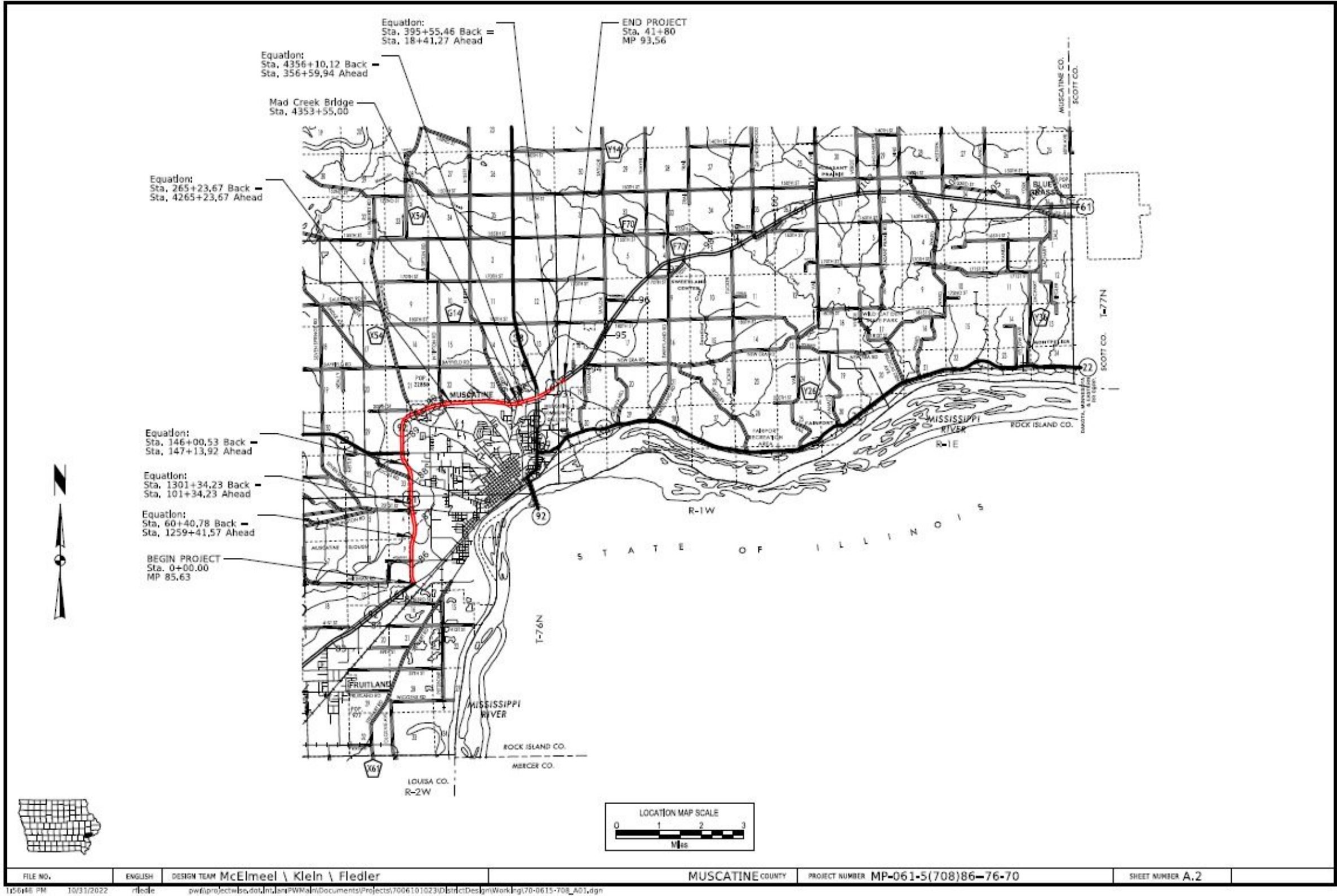
I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20____.

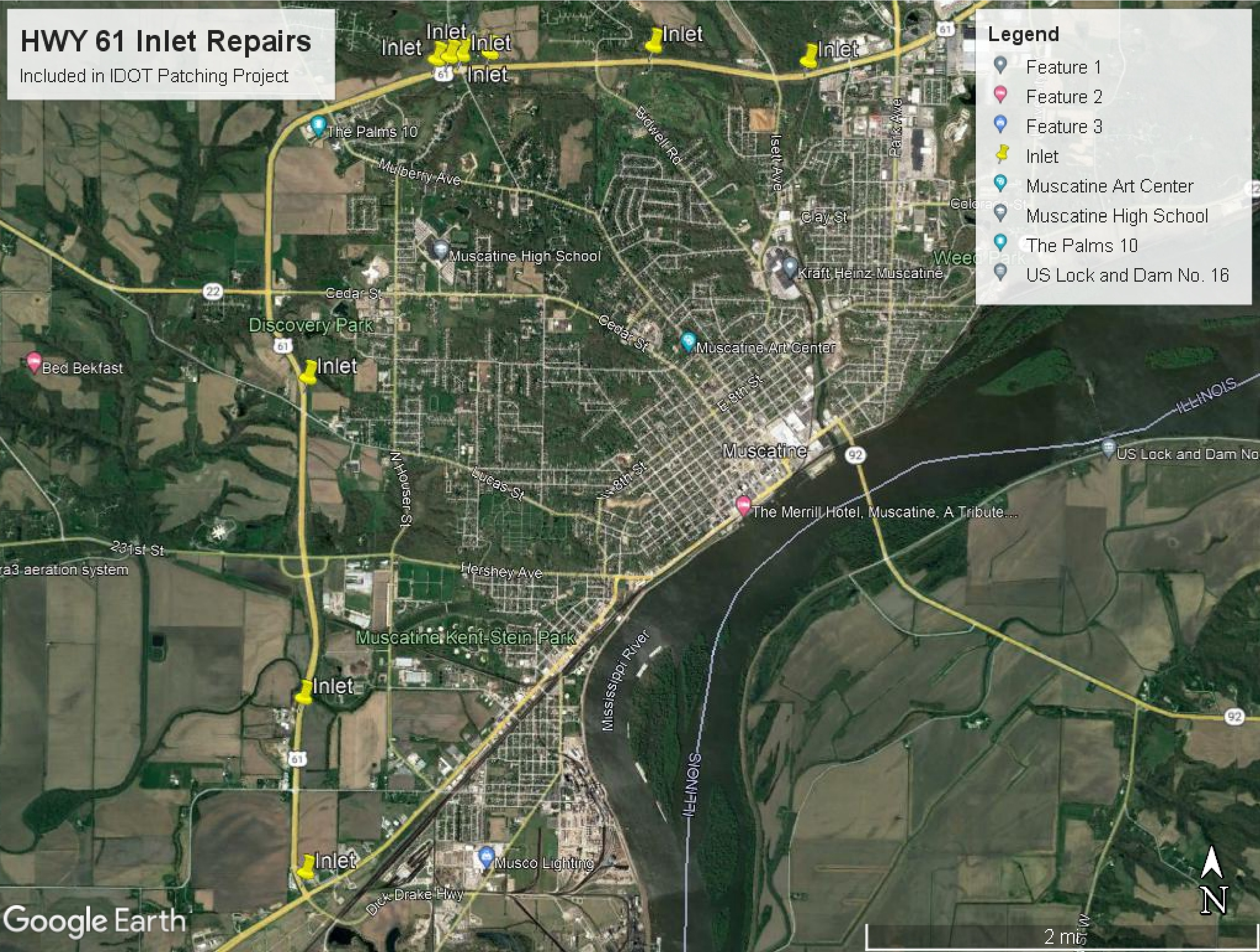
Signed: _____
City Clerk of Muscatine, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.

Robert A. Younie, P.E.
District Engineer
District 5





Muscatine

EXHIBIT B

Estimated Construction Costs for the City of Muscatine in Muscatine County
Iowa DOT MP Project : MP-061-5(708)86--76-70 PIN 23-70-061-010

Proposed Letting: 02/21/2023

11/01/2022

LOCATION	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE \$	\$ AMOUNT
City of Muscatine						
COSTS ASSOCIATED WITH INTAKE REPAIRS ON THE US 61 BYPASS:						
From Dick Drake Way to Mad Creek						
MP 85.63 to MP 92.36						
Intake top replacements (9)						
MM 90.42, Sta 251+50 Lt, West of Tipton Rd., BARRIER INTAKE, SW-549 MODIFIED, TOP ONLY			EACH	1.00	\$3,000.00	\$3,000
MM 90.48, Sta 255+00 Lt, West of Tipton Rd., BARRIER INTAKE, SW-549 MODIFIED, TOP ONLY			EACH	1.00	\$3,000.00	\$3,000
MM 90.55, Sta 258+34 Lt, West of Tipton Rd., BARRIER INTAKE, SW-549 MODIFIED, TOP ONLY			EACH	1.00	\$3,000.00	\$3,000
MM 90.69, Sta 266+00 Lt, East of Tipton Rd., BARRIER INTAKE, SW-549 MODIFIED, TOP ONLY			EACH	1.00	\$3,000.00	\$3,000
	2435-0254914	BARRIER INTAKE, SW-549 MODIFIED, TOP ONLY	Each	4.00		
					SUBTOTAL	\$12,000
		Agmt TOTAL				\$12,000

Note 1: A draft Iowa DOT / City agreement may be prepared based upon an estimate., pending indication from City. The draft and Final Agreement is to occur in 2023.

Note 2: The Actual costs will ultimately be based on the actual quantities used and the contract unit prices from the February 21, 2023 letting.

Note 3: The construction is anticipated to occur in Calendar year 2023. The final quantities will likely be determined after construction, in the autumn of 2023. (FY '24)

Note 4: The estimate was prepared by the Iowa DOT, District 5 Design Office in Fairfield

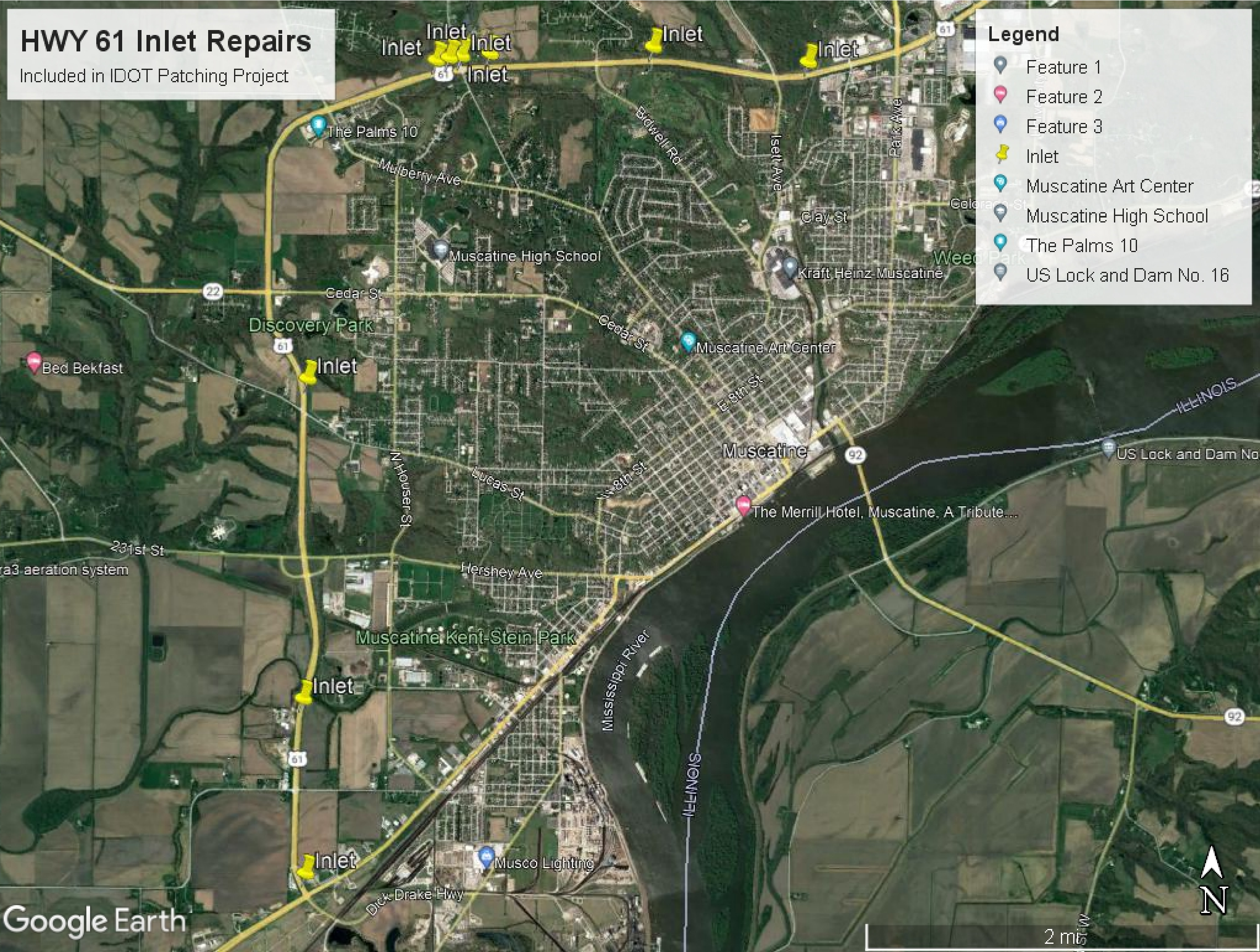
Note 5: City of Muscatine, Carol Webb - City Administrator, 1-563-264-1550

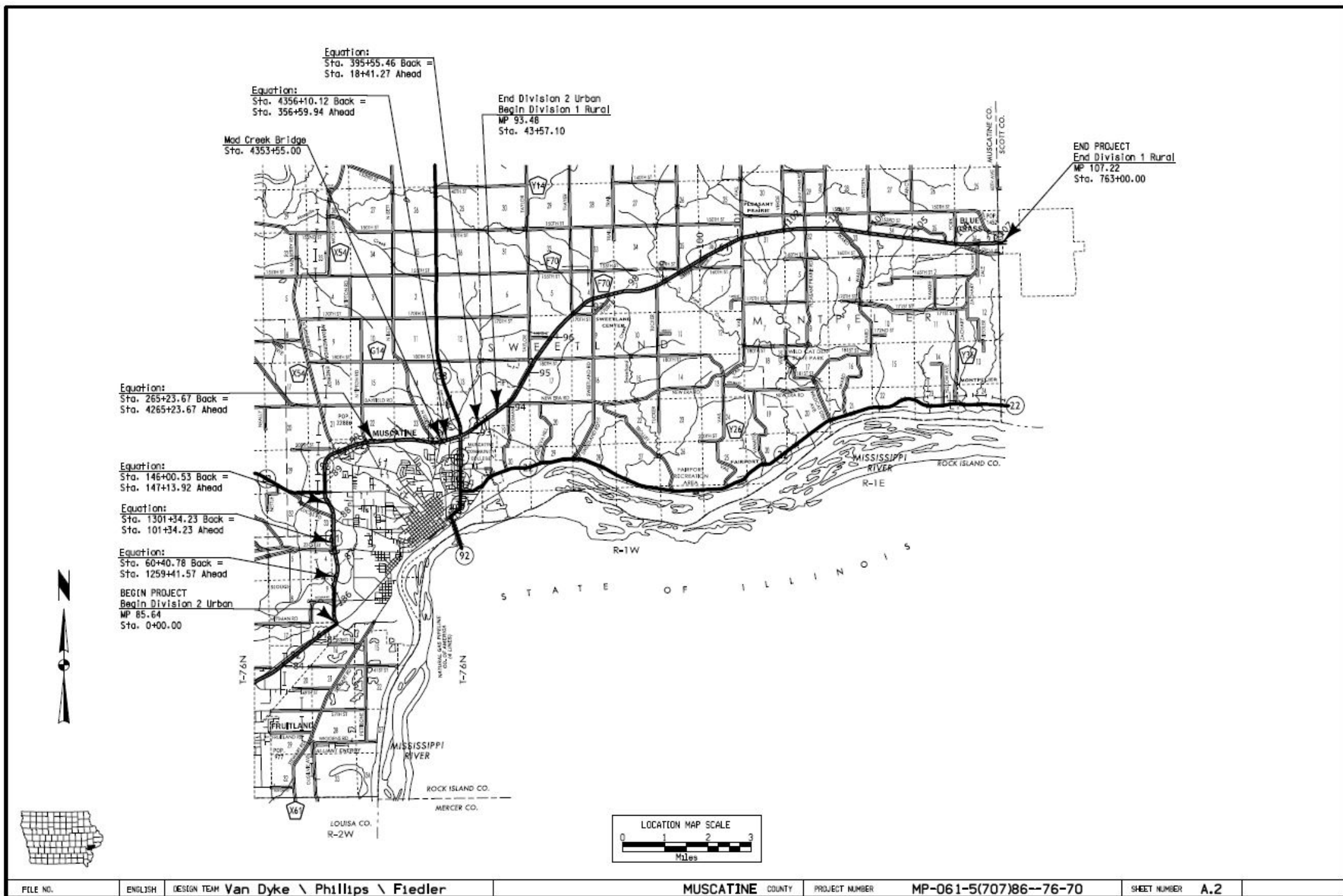
Note 6: 9/13/2022 Pat Lynch is the City Engineer plynch@muscatineiowa.gov - Jared and Nick are to meet Pat on 9/22 to review needs onsite to better refine estimate and agreement for plan preparatio

Note 7: 10/13/2022 Pat Lynch the City Engineer sent a refined estimate. I will update the agreement once he gets me stationing

Note 8: Top Dimension of repair is roughly 8' x 7' wide by 10" thick

Note 9: Revised 4/21/23 as requested by the city to address only the ones they marked out by Zack Etz







City of Muscatine

ITEM NUMBER 2023-0218

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

David Popp, Solid Waste Manager

SUBJECT

Request to Approve Pay Application #1 to KE Flatwork in the Amount of \$293,055.75 for the Transfer Station Tipping Floor Resurfacing Project.

EXECUTIVE SUMMARY

Presented for Council consideration is pay request #1 from KE Flatwork in the amount of \$293,055.75 for the work completed on the Transfer Station tipping floor resurfacing project.

STAFF RECOMMENDATION

Staff recommends approving pay request #1 in the amount of \$293,055.75 to KE Flatwork.

BACKGROUND/DISCUSSION

The City entered into a contract with KE Flatwork of Eldridge, Iowa to complete a resurfacing project on the Transfer Station tipping floor. This construction project started on March 1st of 2023 and was completed by March 6th of 2023. The bid price for the contractor was \$301,947.00 with the actual completed project cost being \$293,055.75. The project has been accepted by the City, the project was completed on time and this is the only pay request that will be submitted for the project by the contractor.

CITY FINANCIAL IMPACT

The cost of this project is less than the funds that were budgeted in the FY23 Transfer Station budget.

ATTACHMENTS

1. 04.04.2023 Fully Signed Muscatine Tipping Floor Pay App No. 01 (1)

PAY REQUEST



City of Muscatine
1000 S. Houser Street
Muscatine, IA 52761
(563) 263-9689

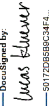
Contractor: KE Flatwork, Inc.
501 Blackhawk Trails
Eldridge, IA 52748

Attn: Lucas Kluever

Project Title	Tipping Floor Resurface		
	BMI Project No. 0T4.28499		
Purchase Order Number	1		
Orig. Contract Amount & Date	\$543,374.00	12/06/22	
Estimated Completion Date	Completed		
Pay Period	01/01/2023 - 03/31/2023		
Pay Request Number	1		
Date	04/04/23		

BID ITEMS						
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Value Completed
1	Lump Sump	LS	1	\$ 172,000.00	\$ 172,000.00	\$ 172,000.00
2	PCC Furnished	YD	248	\$ 300.00	\$ 74,400.00	\$ 69,000.00
3	Steel Reinforcement	LB	25,787	\$ 1.00	\$ 25,787.00	\$ 25,787.00
4	Granite Trap Rock	YD	248	\$ 120.00	\$ 29,760.00	\$ 24,000.00
5	Labor - Additional Welding	LS	1			\$ 2,268.75
TOTAL						\$293,055.75

Amount Due	\$293,055.75
Percent Complete	100%

The amount \$293,055.75 is recommended for approval for payment in accordance with the terms of the Contract	
Contractor:	Checked By:
KE Flatwork, Inc.	City of Muscatine
Signature:  Lucas Kluever	Signature:  David Popp
Name: Lucas Kluever	Name: David Popp
Title: Owner	Title: Solid Waste Manager
Date: April 4, 2023	Date: April 6, 2023



City of Muscatine

ITEM NUMBER 2023-0219

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

David Popp, Solid Waste Manager

SUBJECT

Request to Approve the 2023 Dates for Transfer Station Free Tire Drop-Off week (July 10 - 15) and Free Electronics Drop Off Week (July 17 - 22).

EXECUTIVE SUMMARY

Presented for Council Consideration are the dates of July 10th to the 15th for the annual free tire drop off week and July 17th through 22nd for the annual free electronics drop off week. This service will be no charge to City of Muscatine and City of Fruitland residents. Up to four tires per residence and up to three electronics per residence will be accepted at no charge with identification. Landlords wishing to dispose of items from multifamily units will need prior approval before items will be accepted.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

Every year, the Solid Waste Division offers a free week for residents of the City of Muscatine and Fruitland to dispose of tires and electronics. These items are collected at the Transfer Station. Up to four tires and up to three electronic items have been accepted per household. Owners of multifamily units that wish to dispose of large quantities of tires or electronics will be required to provide proof of the tenant and the address from which the items are coming from.

CITY FINANCIAL IMPACT

There are funds budgeted in the Transfer Station budget for this event. The total cost for these free weeks in FY23 was \$15,000.00.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0220

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Request to Approve a Letter of Understanding with Bohnsack & Frommelt LLP for the Fiscal Year 2022/2023 Audit

EXECUTIVE SUMMARY

Audit procedures require that a Letter of Understanding be signed by the Auditor and the City each year documenting responsibilities for specific areas of the audit including (1) audit objectives, (2) management responsibilities, (3) audit procedures for general, internal control, and compliance purposes, and (4) engagement administration, fees, and other. The attached Letter of Understanding includes this information and reflects the fee of \$47,000 for the 2022/2023 audit.

STAFF RECOMMENDATION

Staff recommends Approval of the Letter of Understanding with Bohnsack & Frommelt LLP for the Fiscal Year 2022/2023 Audit

BACKGROUND/DISCUSSION

In December of 2019 the City entered into a new agreement with Bohnsack & Frommelt LLP for audit services for a five-year period from fiscal year 2019/2020 through fiscal year 2023/2024. The audit for fiscal year 2022/2023 will be the 4th year of this five-year agreement.

Audit procedures require that a Letter of Understanding be signed by the Auditor and the City each year documenting responsibilities for specific areas of the audit including (1) audit objectives, (2) management responsibilities, (3) audit procedures for general, internal control, and compliance purposes, and (4) engagement administration, fees, and other. The attached Letter of Understanding includes this information and reflects the fee of \$47,000 for the 2022/2023 audit.

CITY FINANCIAL IMPACT

The City is required to have an annual audit and each year's budget includes an allocation for audit fees.

ATTACHMENTS

1. Letter of Understanding for FY 23 Audit.5-4-23

April 21, 2023

To the Honorable Mayor and
Members of City Council
City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

Attention: Nancy Lueck, Finance Director

We are pleased to confirm our understanding of the services we are to provide for City of Muscatine, Iowa for the year ending June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Muscatine, Iowa as of and for the year ending June 30, 2023.

We will not audit the financial statements of Muscatine Power & Water which is a discretely presented component unit. The Muscatine Power & Water will be audited by other auditors and we will make reference to the Muscatine Power & Water's auditor in our report on your financial statements.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Muscatine, Iowa's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Muscatine, Iowa's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in Total Other Post-Employment Benefit Liability and Related Ratios
- 4) Schedule of the City's Proportionate Share of the Net Pension Liability of the Iowa Public Employees Retirement System and Municipal Fire and Police Retirement System
- 5) Schedule of City Contributions to the Iowa Public Employees Retirement System and Municipal Fire and Police Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies City of Muscatine, Iowa's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

- 1) Schedule of expenditures of federal awards
- 2) Combining nonmajor fund statements and other schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory section
- 2) Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and the issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will be conduct in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. We have identified the following significant risk(s) of material misstatement as part of our audit planning.

- Revenue recognition
- Management override of controls
- Grant restrictions
- Compliance with state financial measurement benchmarks

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Muscatine, Iowa's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City of Muscatine, Iowa's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Muscatine, Iowa's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Muscatine, Iowa in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards.

The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations including federal statutes, rules, and the provisions of contracts and grant agreements including award agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for accuracy and completeness of that information including information from outside of the general and subsidiary ledger. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including

noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior findings should be available for our review on the first day of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contract us before it includes our reports or otherwise makes reference to us in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of the official statement. The City agrees that the following disclosure will be prominently displayed in the official statement: Bohnsack & Frommelt LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Bohnsack & Frommelt LLP also has not performed any procedures relating to this official statement.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency or other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, debt or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City however management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bohnsack & Frommelt LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bohnsack & Frommelt LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by a cognizant agency or oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Sarah Bohnsack is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them.

Our fees for these services are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will not exceed \$47,000 unless the scope of the engagement is changed, the assistance the City has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of City of Muscatine, Iowa. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state the (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Muscatine, Iowa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Mia Frommelt, Partner

Bohnsack & Frommelt LLP

RESPONSE:

This letter correctly sets forth the understanding of City of Muscatine, Iowa.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



City of Muscatine

ITEM NUMBER 2023-0221

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

David Popp, Solid Waste Manager

SUBJECT

Request to approve an Agreement between the City of Muscatine and the Louisa Regional Solid Waste Agency to provide residential household hazardous waste (HHW) services.

EXECUTIVE SUMMARY

Presented for Council consideration is an agreement between the City of Muscatine and the Louisa regional Solid Waste Agency to continue to provide household hazardous waste services for Louisa County residents.

STAFF RECOMMENDATION

Staff recommends that the Council approve a three-year extension to the agreement between the City of Muscatine and Louisa County for the acceptance of household hazardous waste. The three-year period will be from July 1st, 2023 to June 30th, 2026.

BACKGROUND/DISCUSSION

The Iowa Department of Natural Resources requires that all counties in Iowa have an outlet for residents to dispose of household hazardous waste. The City of Muscatine has accepted household hazardous waste from Louisa County residents since 2006 for a fee of \$35.00 per visit. This cost covers the cost to the City of Muscatine to dispose of this waste.

CITY FINANCIAL IMPACT

Louisa County residents pay for the cost of the City of Muscatine providing this service.

ATTACHMENTS

1. Louisa HHM Agreement 2023

Household Hazardous Materials Service Agreement Between Louisa Regional Solid Waste Agency And The City of Muscatine, Iowa

This agreement is made this 5th day of May, 2023 between the Louisa Regional Solid Waste Agency (Agency) and the City of Muscatine, Iowa (City).

ARTICLE 1. PURPOSE

The City operates a Recycling Center and Transfer Station (Transfer Station) which is presently capable of receiving and processing Household Hazardous Material (HHM) from communities outside of Muscatine County. City desires to provide to residents in Louisa County with a safe means of disposing of their HHM. The purpose of this Agreement is to assist Agency in doing so.

ARTICLE 2. DEFINITIONS

The following definitions shall apply to this agreement:

Section 2.01. Acceptance means receipt by City of HHM from Louisa County households, which materials are then recorded to the account of Agency.

Section 2.02 Agreement means this Agreement between the Agency and City for certain services relating to the receipt of HHM.

Section 2.04 Household Hazardous Materials, (HHM), shall mean waste that would be classified as hazardous waste by 40CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4(b)(1) because it is generated by households. Examples include oil based paint and stain products, household cleaners, automotive fluids (brake and power steering fluids), pesticides, household batteries (lithium and rechargeable only) yard and garden fertilizers and chemicals, medical sharps (in approved container).

HHM will not be accepted under this Agreement includes used motor oil, oil filters, antifreeze, lead acid and alkaline batteries, ammunition, asbestos, compressed gas cylinders of any type, explosives, medical waste, latex paint, business waste, or radioactive materials.

Section 2.05 Rejected Materials means materials received from Agency or delivered to Transfer Station by Louisa County residents that are determined by City to be unacceptable or excluded from this agreement.

ARTICLE 3. SERVICES

Section 3.01 Materials Acceptance, Inspection, and Rejection. Materials to be accepted by City are set forth in this Agreement and may, from time to time, be revised and amended by City.

City reserves the right to inspect any materials received from Louisa County Residents. Such inspection may take place at the Transfer Station.

City reserves the right to reject any materials received from Louisa County residents. The City shall notify Agency of rejected materials.

Section 3.02. Staffing and Equipment. City agrees to employ qualified personnel to provide its services under in this Agreement. City agrees to provide and maintain its equipment and facilities to be used in providing its services under this Agreement.

ARTICLE 4. OBLIGATIONS OF CITY AND AGENCY

Section 4.01. Collection Facility. City shall provide and maintain the Transfer Station including a suitable unit for the sorting and storage of HHM.

Section 4.02 Excluded Materials. City shall not accept HHM from any commercial, farming, school, or industrial business.

Section 4.03 Agency shall notify City by phone, fax, or e-mail the identity, inventory of materials, and date/time of expected delivery of HHM to the Transfer Station.

ARTICLE 5. FEES AND PAYMENT

Section 5.01. Fees Agency shall pay City the sum of \$35.00 per resident per visit at the Transfer Station. The maximum shall be no greater than \$4,750.00 annually. Fees are subject to evaluation and modification on an annual basis. Such costs shall be invoiced. Invoices are payable in 30 days. A list of residents that have dropped of HHW and their addresses shall be provided to Louisa County bi-annually.

ARTICLE 6. PERMITS AND COMPLIANCE WITH LAW

6.01. Collection Facility Permits. City shall obtain and maintain all local, state and federal permits required for operating its Transfer Station.

Section 6.02. Compliance. City shall comply with the terms and conditions of its permits and shall further comply with all applicable laws and regulations of each local, state, and federal government or County having jurisdiction.

ARTICLE 7. TERM AND TERMINATION

SECTION 7.01 Term and Extension. This Agreement is for a term of three years beginning July 1, 2023 and ending June 31, 2026. Agency and City may extend this Agreement under conditions they mutually agreed upon by giving notice of the exercise of this option ninety (90) days prior to the expiration of the then current term of this Agreement. In the event the parties elect to extend the term of Agreement, the terms of this Agreement shall remain in full force and effect during the renewal term(s), except for such terms as the parties may modify or amend.

Section 7.02. Termination. This Agreement may be terminated by either party upon 30 days written notice to the other or by the mutual agreement of the parties.

Section 7.03. Effect of Termination. The conditions of this Agreement shall remain in effect for all materials delivered prior to the effective date of termination.

ARTICLE 8. MISCELLANEOUS

Section 8.01. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Iowa and all obligations are enforceable in accordance with those laws.

Section 8.02. Notice. Except as otherwise provided, all notices required to be sent by or to either party shall be in writing and forwarded by certified mail to the party to which notice is given, as follows:

If to Agency, notice shall be sent to:

Louisa Regional Solid Waste Agency
JoEllen Schantz
8313 K Avenue
Wapello, IA 52653
Phone: 319-523-5271
E-mail: locoe@louisacomm.net

If to City, notice shall be sent to:

David Popp, Solid Waste Manager
Muscatine Transfer Station
1000 S. Houser St.
Muscatine, IA 52761
Phone: 563-263-9689
Fax: 563-263-9688
E-Mail: dpopp@muscatineiowa.gov

Section 8.03. Severability. If any part or provision of this Agreement shall be held invalid, void, unenforceable, or illegal, the rest of the Agreement shall remain in full force and effect.

Section 8.04. Amendment. This agreement shall be amended only in writing by mutual consent of the parties.

Section 8.05 Relationship of Parties. Nothing in this Agreement is intended, nor should it be intended, nor should it be interpreted or construed, as in any way establishing a partnership between the parties or as constituting one party as the agent or representative of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Louisa Regional Solid Waste Agency

By: _____

Date: _____

Name: _____
Chair

Attest: _____

City of Muscatine, Iowa

By: _____
Dr. Brad Bark, Mayor

Date: _____

Attest: _____
Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-1062

AGENDA ITEM SUMMARY

DATE: 5/4/2023

STAFF

Carol Webb, City Administrator

SUBJECT

Request to Accept a Destination Iowa Grant in the amount of \$1,000,000 From the Iowa Economic Development Authority for the construction of an indoor sports complex at the City's Soccer West Complex.

EXECUTIVE SUMMARY

Presented for Council consideration is a request to accept a Destination Iowa Grant in the amount of \$1,000,000 From the Iowa Economic Development Authority for the construction of an indoor sports complex at the City's Soccer West Complex.

STAFF RECOMMENDATION

Staff recommends Council accept the grant.

BACKGROUND/DISCUSSION

Working with the Community Grant Writer, a grant was submitted to the Iowa Economic Development Authority under the Destination Iowa Economically Significant Grant program for funding for an indoor sports complex. The grant provides \$1 million in funding for the project. Other financial commitments include Muscatine County (\$400,000), the City of Muscatine (\$600,000), and private donors.

The indoor sports complex will provide a high quality facility to benefit residents' lives, attract new visitors to the community, and generate additional tax revenue in Muscatine. The facility will benefit Muscatine residents and visitors by supporting year-round physical activity opportunities, providing no/low cost opportunities for young people and families for physical activity, maintaining Muscatine's positive reputation for providing high-quality parks and recreation experiences, and increasing tourism in Muscatine to support local businesses, grow the local economy, generate new tax revenue and build the public perception of Muscatine.

The City Parks and Recreation Department will operate and maintain the Indoor Sports Complex. Operations and maintenance costs will be funded primarily from direct revenue and hotel/motel tax with other potential revenue sources (e.g.sponsorships, etc.).

The estimated project timeline is as follows:

1. Spring/Summer 2023 - Solicit RFP for professional design services and develop design plans and specs for bid documents.
2. Summer 2023 - Council approval of plans and specs, contract, and performance bond and bidding and award of contract.
3. Spring/Summer 2024 - Construction
4. Autumn/Winter 2024 - Facility Opening

CITY FINANCIAL IMPACT

The City's portion of the capital costs is currently estimated at \$600,000. The annual operating and maintenance costs will be funded from facility usage revenue, \$50,000 annual hotel/motel tax revenue, and other revenue sources.

ATTACHMENTS

1. 23-DES-015 City of Muscatine Destination Iowa Agreement

**GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF MUSCATINE**

PROGRAM: Destination Iowa Economically Significant
AWARD NO.: 23-DES-015
AWARD AMOUNT: \$1,000,000
TERM OF AGREEMENT: March 1, 2023 – September 30, 2026

THIS Grant Agreement (“Grant Agreement”) is between Iowa Economic Development Authority (“Authority”) and City of Muscatine (“Subrecipient”).

AWARD IDENTIFICATION

SUBRECIPIENT NAME:	City of Muscatine
SUBRECIPIENT LEGAL ENTITY NAME:	City of Muscatine
SUBRECIPIENT ADDRESS:	215 Sycamore St.
CITY, STATE, ZIP:	Muscatine, IA 52761-3839
SUBRECIPIENT UEI NUMBER:	R3J6GP2HDMG4
FEDERAL AWARD IDENTIFICATION NUMBER:	SLFRP4374
FEDERAL AWARD DATE:	July 9, 2021
GRANT PERFORMANCE START DATE:	March 1, 2023
GRANT PERFORMANCE END DATE:	September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED:	\$1,000,000
SUBRECIPIENT TOTAL PROJECT COST:	\$4,000,000
FEDERAL GRANT PROJECT DESCRIPTION:	Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY:	US Department of Treasury
NAME OF PASS-THROUGH ENTITY:	Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY:	1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION:	Megan Andrew, 515.348.6147
ASSISTANCE LISTING NUMBER:	21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE:	\$100,000,000.00
IS THIS AWARD R & D:	No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the \$1,000,000 specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Destination Iowa Economically Significant Grant for a project described in Exhibit C, Description of the Project and Award Budget (the "Project"). The Destination Iowa Economically Significant Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit C must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – 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 Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION OF COMPLIANCE

Subrecipient shall provide the Authority with satisfactory documentation of compliance with 2 C.F.R. 200 – *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”), including procurement standards therein, and any other federal and state laws, rules, ordinances, regulations, guidance, and orders applicable to the award.

3.3 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority by submission of Draw Request Reimbursement form and accompanying documents to destinationiowa@iowaeda.com. The Subrecipient shall provide documentation satisfactory to the Authority of 100 percent of project financing prior to submitting its first draw request. Subrecipient may make up to four reimbursement requests per calendar year. Funds will be reimbursed based on the award to total project cost percentage. The following shall accompany all draw requests:

- 3.3.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.3.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.3.3 Copies of paid invoices shown on the Draw Request Itemization
- 3.3.4 The Authority reserves the right to request additional documentation, including but not limited to documentation relating to expenditures to be reimbursed, including but not limited to, copies of cancelled checks or other documentation of payment.

3.4 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit all draw requests; document completion of project construction to the satisfaction of the Authority; and obtain waiver(s), release(s), or other documentation of resolution of any and mechanics or other liens by no later than September 30, 2026. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. The Authority is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2026.

3.5 PROJECT PERFORMANCE CHECKS

The Authority will conduct project performance checks as follows:

- 3.5.1 Quarterly Reports. The Authority will review project progress information provided in quarterly reports submitted pursuant to Article 5.3.1.
- 3.5.2 June 30, 2024 – Compliance Check. The Authority will review the Project to verify compliance with requirements to obligate funds and procurement standards.

3.5.3 September 30, 2026 – Closeout. Documentation to closeout the grant will include the following:

- a. Photo verification that the items in Exhibit C, Description of the Project and Award Budget have been completed as presented in Exhibit A, Subrecipient's Application.
- b. Verification that the total project cost in Exhibit C has been expended as presented in Exhibit A, Subrecipient's Application.
- c. Any other documentation requested by the Authority.

3.5.1 The Authority reserves the right to conduct additional performance checks to verify compliance with the Grant terms.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to complete the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were 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 Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. 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 Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 EFFECTIVE DATE OF COVENANTS, WARRANTIES, AND REPRESENTATIONS

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibits A and C.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

5.2.1 The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.

5.2.2 The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.2.3 The Subrecipient acknowledges that 2 CFR 200 includes procurement standards in 200.318 through 200.327. The Subrecipient agrees to follow the procurement standards in the use of funds provided pursuant to this Grant Agreement and to provide a compliant procurement policy to IEDA.

5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by the Authority. Reporting shall include, but shall not be limited to, amount of funds obligated and amount of funds expended.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.3.3 *Davis-Bacon Reporting.* If the expected total cost of the Project is Ten Million Dollars (\$10,000,000) or more, the Subrecipient shall report whether, to complete the Project, the Subrecipient is using funds from a federal program other than an ARPA program ("non-ARPA program") that requires enforcement of the Davis-Bacon Act. If enforcement of the Davis-Bacon Act is required because the Subrecipient is using funds from a non-ARPA program that requires enforcement of the Davis-Bacon Act, the Subrecipient shall report that information to the Authority and shall certify that it is enforcing the Davis-Bacon Act.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement 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 Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or December 31, 2032, whichever is later. 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.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant or Project facility. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

- 5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.
- 5.6.2 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Under the Destination Iowa Program, costs incurred before notice of award are not eligible for reimbursement through the program. Therefore, all costs incurred prior to March 1, 2023 and after December 31, 2024 are not eligible uses of these funds. The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
- 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or

business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.10.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 Grant agreement, 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 Grant agreement, grant, loan, or cooperative agreement.
- 5.10.2 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 Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.10.3 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.

5.11 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.11.1 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.
- 5.11.2 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.12 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

5.13 EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION WORK.

5.13.1 The Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 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, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5.13.2 The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

5.13.3 The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.13.4 The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received; and refer the case to the Department of Justice for appropriate legal proceedings.

5.14 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

Subrecipient will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient 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 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.

- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.
- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include, but are not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.1.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.1.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.2 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in total federal funds.
- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in total federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor’s report, or nine months after the end of the organization’s fiscal year. If an audit is required, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.
- 8.2.3 IEDA may implement an agreed-upon-procedures engagement to monitor for-profit subrecipients who are exempt from the requirements of the Single Audit Act in accordance with subpart D §§ 200.331-200.333 and subpart E § 200.425. If implemented, the agreed-upon-procedure engagement shall be conducted in accordance with GAGAS attestation standards and limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient 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 under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.

- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient 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. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* 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 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, 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 Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 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.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, 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 Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement 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 but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.10.3 Exhibit C – Description of the Project and Award Budget

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit C – Description of the Project and Award Budget

9.11.4 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: CITY OF MUSCATINE

BY: _____
Authorized Signature

Print Name / Title

DATE: _____

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY: _____
Deborah V. Durham, Director

DATE: _____

EXHIBIT A

Subrecipient's Destination Iowa Grant Application (on file with the Authority)

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall

provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in

Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

Exhibit C
Description of the Project and Award Budget

Subrecipient: City of Muscatine
Project Name: Muscatine Indoor Sports Complex
Award Date: March 1, 2023
Funds to be obligated by: December 31, 2024
End Date (Funds to be expended by): September 30, 2026

Project Description:

Construction of an indoor, temperature controlled, multi-use facility that would consist of a synthetic turf field, an inflatable dome structure (350' long x 250' wide x 75' high), restrooms, and a concessions area.

Budget:

Sources of Funds	Amount	Uses of Funds	Amount
Destination Iowa Grant	\$1,000,000	Construction	\$500,000
Public Funding	\$1,000,000	Fixtures/Furniture/Equipment	\$500,000
Private Fundraising	\$2,000,000	Architectural/Engineering Design	\$400,000
		Inflatable Dome Structure	\$1,660,000
		Synthetic Field	\$940,000
Total	\$4,000,000	Total	\$4,000,000