



City of Muscatine

CITY COUNCIL

Thursday, August 3, 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://us06web.zoom.us/j/82551691259?pwd=NERydEJOandvWWNXbDM3UkZxZmE4QT09>

August 3, 2023, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION
3. ROLL CALL
4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

- A. Eagle Scout Recognition- Sadler Gerdt
- B. Swearing in of Firefighters Aaron Meredith, Skylar Duncan, Chad Whitehall, Marissa Janssen

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. July 20, 2023 City Council Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request to Install Handicap Parking Space at 112 W. 6th Street
- B. Request from Geneva Golf & Country Club for the Dispensing of Fireworks by J&M Displays in Conjunction with their Annual Family Fun Day on August 12, 2023
- C. Request for renewal of a Class "E" Retail Alcohol License for Casey's General Store #4025, 4701 Hwy 61 – Casey's Marketing Company (pending inspections)
- D. Request for renewal of a Class "C" Retail Alcohol License for Diamond Dave's Taco Co., 1903 Park Avenue – K & E Restaurants, Inc. (pending inspections)
- E. Request for Use of City Property from Denise Greenhaw with NextGen Motors for the 5K Run/Walk to be held on September 23, 2023
- F. Request on first and second reading on a new Special Class "C" Retail Alcohol License for Happy Joe's Pizza & Ice Cream Parlor, 927 Grandview Avenue – Max Brewer Corporation (pending inspections)

12. * COMMUNICATION – RECEIVE AND FILE

- A. June 13, 2023 Muscatine Art Center Board of Trustees Minutes
- B. June 27, 2023 Board of Water, Electric and Communication Trustees Meeting Minutes
- C. July 24, 2023 County Board of Supervisors Meeting Minutes
- D. July 17, 2023 County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order to Rehrig Pacific Company, in the Amount of \$12,506.60 for Curbside Refuse Carts.
- B. Request to Approve the Issuance of a Purchase Order to Seiler Geospatial in the Amount of \$13,891.79 for a GPS Rover

14. * APPROVAL OF BILLS

It is recommended bills totaling \$1,710,883.03, 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. Augusts 3, 2023 Bills for Approval

15. PUBLIC HEARING

- A. Public Hearing on Proposed Development Agreement with Musco Sports Lighting, LLC for Phase 1 of the Project to Expand their Muscatine Facility.
- B. Public Hearing on Plans and Specifications for 2nd Avenue Storm Sewer Project

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Resolution Approving Development Agreement with Musco Sports Lighting, LLC, Authorizing Annual Appropriation Tax Increment Payments, and Pledging Certain Tax Increment Revenues for the Payment of the Agreement- Public Hearing A
- B. Resolution Approving Plans and Specifications for the 2nd Avenue Storm Sewer Project- Public Hearing B
- C. First Reading of an Ordinance Amending Nuisance Regulations Contained Within City Code Title 9, Chapter 3
- D. First Reading of an Ordinance Amending Title 10, Chapter 20, Section 4 of City Code - Home Occupations

- E. Resolution Approving the Contract and Bond for the Soccer Complex Irrigation Replacement Project
- F. Resolution Setting Public Hearing on Proposed Development Agreement with Kent Pet Group, Inc. for the Construction of a New Production Facility
- G. Resolution Setting a Public Hearing for August 17, 2023 at 6:00 PM at City Hall Council Chambers, to Discuss Proposed Changes to Title 3, Chapter 2 of City Code, regarding Right of Way Inspections and Permit Processes.
- H. Resolution Setting a Public Hearing for August 17, 2023 at 6:00 PM in City Hall Council Chambers, to Discuss Proposed Changes to Title 11 of the City Code regarding adding Chapter 4 -Inspections
- I. A Resolution Awarding a Contract to Brauns Excavating, LLC in the amount of \$19,850 for the Demolition of a Structure Located at 1200 Iowa Ave
- J. A Resolution Setting a Public Hearing to Declare Real Estate Owned by the City (619 Hope Ave) as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process
- K. Request to Enter into an Agreement with PetData, in the Amount of \$7000, to provide pet licensing for the City of Muscatine.
- L. Resolution to Amend City Code Appendix B - Pet Licensing Fees
- M. Resolution Setting a Public Hearing for August 17, 2023 at 6:00 p.m. to discuss Revisions to the Airport Zoning Ordinance
- N. Request to Approve Entering into a Professional Services Agreement in the amount of \$158,000 with I & S Group, Inc. dba ISG for the Muscatine Indoor Sports Complex Project.
- O. Request to Approve the Issuance of a Purchase Order to MacQueen Equipment in the Amount of \$275,873 for the Purchase of an Elgin Pelican Street Sweeper.
- P. Request to Authorize 2023/24 City Deer Hunt
- Q. Request to approve a purchase order to Boland Recreation for Oak Park and Eversmeyer Park playground platform replacement in the amount of \$32,500.00.
- R. Request to approve the Issuance of a purchase order to MTI Distributing, in the amount of \$39,239.80, for a rotary mower for the Park Maintenance Division
- S. Request to Approve Issuance of a Purchase Order to Muscatine Lawn and Power LLC in the amount of \$11,249.00 for a Ride On Blower for the Soccer Complex
- T. Request to Approve Issuance of a Purchase Order to MTI Distributing in the amount of \$46,700.92 for a Rough Mower for Kent Stein Park
- U. Request to Approve the Issuance of a Purchase Order to Ed Morse, in the amount of \$91,633.00 for the Purchase of 2 Trucks for the Park Maintenance Division.

V. Request to Approve Procurement Policy Required to Access Awarded
Community Development Block Grant Funds

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT



City of Muscatine

CITY COUNCIL MINUTES

Thursday, July 20, 2023

1. **CALL TO ORDER**

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

2. **INVOCATION-Alex Kindred**

3. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne, Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Councilmembers Absent: none . 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 for National Night Out
Ryan Buss (Muscatine Police Department was present to receive the proclamation and to share a few details regarding National Night Out.
- B. Proclamation for Muscabus Driver Appreciation Day
Amy Fortenbacher, Transit Supervisor, was present to accept the proclamation and to thank the Muscabus staff for all the hard work they do in the City.
- C. Recognition of Muscabus Driver of the Year
- D. Recognition of Muscabus Dispatcher of the year

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

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to approve the agenda as presented. Vote: Ayes -7, Nays - 0, Motion Passed.

7. **COMMUNICATIONS - CITIZENS**

- A. Appeal of Demolition of 1200 Iowa Avenue by Brian Costas
Mr. Costas was present to share with the City Council the reasons he feels the

house located at 1200 Iowa Avenue should not be demolished. Mr. Costas stated the foundation and main structure of the house are sound. He agreed the porch was in disrepair. He stated the home is a historic home and should be restored to maintain history, and he asked for more time to be able to let the foreclosure of the home be completed so that he could quickly turn around and sell it to someone willing to fix the house.

There were questions from City Council members regarding how long the house had sat empty, what work had been completed on the inside, the timeline expected for foreclosure and resale of the home, where the money to demolish the house comes from and if the Historic Preservation Committee had been notified.

City staff shared with City Council the timeline of events and notices that have led to this point where they feel the house needs to be demolished. Staff stated the house has become a safety hazard as well as a nuisance to the neighborhood.

Councilmember Froelich made a motion to uphold the staff's request and to move forward with the demolition of 1200 Iowa Avenue, Seconded by Councilmember Peggy Gordon.

Vote: 6 Ayes, 1 Nay (Councilmember Osborne) Motion carried.

8. COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION

9. CONSENT AGENDA * (ITEMS 10-14)

Councilmember John Jindrich, seconded by Councilmember Angie Lewis, moved to approve the Consent Agenda including Items 10-14. Ayes - 7 , Nays - 0, Motion Passed.

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. Muscatine City Council Meeting Minutes - July 6, 2023
- B. Muscatine City Council In-Depth Meeting Minutes July 13, 2023

11. * PETITIONS AND COMMUNICATIONS

- A. Request for Use of City Property from Dell Wagner with the Muscatine Running Club for
the Watermelon Stampade to be held on August 19, 2023
- B. Request for Use of City Property from Tony Loconsole with the Muscatine Community School District to host an event that celebrates hispanic culture and heritage to be held on September 30, 2023
- C. Request for Use of City Property from Megan Francis with Crossroads for the Festival of
Lights display to be held on November 1, 2023 through December 31, 2023

D. Request for Alley Closure at 304 Iowa Avenue

12. * COMMUNICATION – RECEIVE AND FILE

- A. Muscatine County Board of Supervisors Meeting Minutes - July 3, 2023
- B. Muscatine County Board of Supervisors Minutes - July 10, 2023

13. * PURCHASE ORDERS

- A. Request to Approve Agreement with Fifth Asset, Inc. d/b/a DebtBook for Software Services for GASB 87 and GASB 96 accounting services in the amount of \$10,000 annually
- B. Request to Approve the Issuance of a Purchase Order to United Rentals for a 19' Scissor Lift in the amount of \$6,999.99.
- C. Request to Approve the Issuance of a Purchase Order to Sector, in the Amount of \$9,625.94 for the Budgeted Purchase of an Unmanned Aerial Drone.
- D. Request to approve the issuance of a purchase order to Advance Business Systems in the amount of \$9,120.00 for the purchase of a replacement copier.
- E. Request to Approve the issuance of a Purchase Order to Muscatine Lawn and Power in the amount of \$13,908.16 for a Zero Turn mower for Park Maintenance.

14. * APPROVAL OF BILLS

- A. Bills for Approval 7-6-2023

15. PUBLIC HEARING

- A. Public Hearing on Proposed Amendment to the Consolidated Muscatine Urban Renewal Area

There were no written or oral comments regarding this public hearing.
Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.

- B. Public Hearing on an Ordinance Amending Nuisance Regulations Contained within City Code

There were no written or oral comments regarding this public hearing.
Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich, 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. Resolution to Approve Urban Renewal Plan Amendment for the Consolidated Muscatine Urban Renewal Area
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion .
- B. Resolution Authorizing and Approving a Loan and Disbursement Agreement, Providing for the Issuance of \$8,000,000 General Obligation Annual Appropriation Sewer Improvement Bonds, Series 2023, and Providing for the Levy of Taxes (Subject to Non-Appropriation) to Pay the Same
Councilmember Nadine Brockert, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- C. Resolution Relating to Financing of Certain Proposed Projects to be Undertaken by the City; Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code
Councilmember Peggy Gordon, seconded by Councilmember John Jindrich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- D. Resolution Setting Public Hearing on Proposed Development Agreement with Musco Sports Lighting, LLC for Phase 1 of the Project to Expand their Muscatine Facilities
Councilmember Dennis Froelich, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- E. Resolution Awarding the Contract for the Soccer Complex Irrigation Replacement Project to Mid American Sports Construction in the Amount of \$310,136.23.
Councilmember DeWayne Hopkins, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- F. Resolution Setting a Public Hearing on the Amendments to the *Section 8 Housing Choice Voucher Administrative Plan*.
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- G. Resolution Setting a Public Hearing on the Plans and Specifications for the 2nd Avenue Storm Sewer Project

Councilmember Dennis Froelich, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.

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

- H. Resolution Approving Submission of Grant Application to Washington County Riverboat Foundation for \$80,000 for Ballistic Body Armor for use by the Muscatine Special Operations Response Team (MSORT)

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

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

- I. Request to Approve the Issuance of a Purchase Order to Jeff Hackett Electric, in the Amount of \$38,835.00, for the Purchase and Installation of Two Electric Generators for the Landfill Operations.

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

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

- J. Request to approve the issuance of a purchase order in the amount of \$29,950.00 to Hometown Mechanical for the installation of a radiant heat system for the Muscatine Organics Recycling Center.

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

There were questions from councilmembers regarding alternative ways to keep the heat from escaping the building that were addressed by Jon Koch.

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

- K. Request to authorize the issuance of a purchase order in the amount of \$ 969,945 to Reliant Fire Apparatus for the purchase of a new Pierce Fire Engine. Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.

There was discussion on the price of the firetruck, the 2 1/2 year delivery date and if new technology would be used on the truck as it become available over the next two years. Chief Ewers stated the vendor stays in constant communication with staff as the truck is being built to ensure the best quality and most recent options are available.

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

- L. Request to approve entering into an agreement with the Iowa DOT, accepting State Transit Assistance (STA) for Fiscal Year 2024, in the amount of \$274,473.00. Councilmember DeWayne Hopkins, seconded by Councilmember Nadine Brockert moved to Approve the Request.

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

- M. Request to Enter into a Supplemental Agreement with the Iowa Department of Transportation for Maintenance of Primary Roads in Municipalities

Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne moved to Approve the Request.

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

- N. Request to Issue a Purchase Order to DJR Group, LLC. for a Kitchen Hood System for the Fire Department in the Amount of \$67,083.57

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

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

- O. Request to Approve Change Order #13 for the Grandview Ave Reconstruction Project in the amount of \$79,943.58

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

Councilmembers had questions regarding if any future change orders could be expected for Grandview Avenue. City Engineer Kevin Coon stated this should be the last one as the only thing left to complete on Grandview are small finishing items and clean up.

The council had questions regarding replacement work being done on Grandview Avenue. Mr.Coon stated this was due to premature cracking of the concrete and is being repaired under the warranty.

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

- P. Request to Approve the Issuance of a Purchase Order to Electric Pump in the Amount of \$36,362.00 for the Purchase of Two Replacement Lift station pumps.

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

Council had questions regarding why some pumps are being replaced with new and other are being rebuilt for a fraction of the cost that were addressed by WPCP Director Jon Koch. Mr. Koch explained it depended on the age of the pump and the extent of the damage. He explained the pumps are on a rotating schedule for replacement and sometimes they can extend the life of one to replace another as needed.

Council requested a comprehensive list of all pumps at stations and conditions and replacement schedule.

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

- Q. Request to Approve Entering into a Professional Services Agreement with Atlas Community Studios for a Housing Market Analysis

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

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

- R. Request to Add a Regular, Half-time Office Assistant in the Parks and Recreation Department

Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon

moved to Approve the Request.

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

- S. Request to Issue Change Order #2 to the Fulliam Avenue Reconstruction Project Phase I in the Amount of \$32,185.65

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

Council had questions regarding why the items in this change order had not been caught previously by the engineers and included in the project.

Public Works Director Brian stated this was done during a time when both the City of Muscatine and the engineering firm Bolten & Menk were going through staffing changes and there was no check and balance to the process. He states that Bolten & Menk have taken responsibility for the missed items and will be compensating the City with credit on account for the cost of the changes, and will be waiving the engineering cost for the design of the fixes.

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

- T. Request to Approve the Removal of the Historical Picture Above the Dais in Council Chambers

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

There was discussion among staff and City Councilmembers regarding the removal of the photo that sits above the Dais in the Council Chambers. City Administrator Webb stated it is a photo not a painting and cannot be repaired or cleaned up without ruining the picture. She stated digital images could be taken of the photo that then could be touched up and printed in smaller version to be hung in Council Chambers.

Council was not in favor of this move and stated it would stay as it is a historical piece of City Hall.

Councilmembers agreed that digital photos should be taken before it is any worse and then the City would have them ready to go when and if this photo is ever removed.

Vote: Ayes - 2(Gordon, Lewis) , Nays - 5, Motion Failed.

18. MAYOR AND COUNCIL REPORTS

Councilmembers thank the MPD and other responders for their work in capturing the murder suspect in a July 19 Shooting in Muscatine.

Councilmembers shared upcoming events in our community.

19. CLOSED SESSION MEETING

- A. Request to enter closed session closed session per Iowa Code Section 21.5.1.c to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to

prejudice or disadvantage the position of the governmental body in the litigation, and in accordance with Iowa Code Section 622.10 to discuss attorney/client privileged and attorney work product matters with legal counsel.

Councilmember Dennis Froelich, seconded by Councilmember Peggy Gordon moved to enter Closed Session.

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

Councilmember Jeff Osborne, seconded by Councilmember Angie Lewis moved to exit the closed session at 8:32 p.m.

Councilmember Osborne moved to adjourn the meeting at 8:33 pm.

20. ADJOURNMENT



City of Muscatine

ITEM NUMBER 2023-0378

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Install Handicap Parking Space at 112 W. 6th Street

EXECUTIVE SUMMARY

Request to Install a Handicap Parking Space at 112 W. 6th Street

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

In 2020 the Traffic Committee recommended, and City Council approved, a policy whereby residents could request handicap parking spaces. There are several requirements to meet before a space is allowed. The Traffic Committee reviews and approves all requests before bringing them before the council for final approval. Upon approval from the council, a handicap parking sign will be installed near the requested residence.

The policy and application have been attached for review by the council.

CITY FINANCIAL IMPACT

There is minimal financial impact to the city and it will be absorbed in the Traffic Control Budget.

ATTACHMENTS

1. FINAL on Street Handicap Parking Policy_7.1.20
2. 112 W. 6th Application

ON-STREET DISABLED PARKING POLICY

A. On-Street Disabled Parking Policy

1. This is hereby established a policy for applicants to request an on-street disabled parking space in all areas of the city for qualified persons subject to certain terms and conditions.

B. Eligibility Criteria

1. Must be requested by a person with a Disabled License Plate, Disabled Veterans Plate, or a Disabled Parking Placard from the Registry of Motor Vehicles. This establishes that the applicant has a long-term disability.
2. Applicant must establish that they are a year-round resident in the immediate vicinity of the requested parking space.
3. Accessible off-street parking is currently not available to the applicant, or the necessary accommodations cannot be made.
4. The placement of the on-street disabled parking space will not conflict with existing City Ordinance, State Code or rules, or Federal regulations.
5. The addition of the requested on-street disabled parking space will not interfere with the flow of traffic.
6. The city staff and City Council may also consider unique or unusual circumstances on a case-by-case basis.

C. Ineligible Criteria

1. A short-term disability that will last less than one year.
2. Applicant already has a driveway, garage, or other off-street parking availability.
3. There are “No Parking” or “No Stopping” signs posted on the street of the requested address.

D. Application The application shall be on a form provided by the city and shall include the following information and items:

1. Name of applicant
2. Address of applicant
3. Proof of handicap permit
4. Proof of residency (it is required that the requested parking space is in close vicinity to the residence), such as a utility bill, driver’s license, rental agreement, or property tax bill.
5. Requested location of parking space (Note: the space must comply with the criteria set forth in this policy and the final decision of placement is dependent upon city approval)
6. A narrative in which the applicant explains how accessible parking cannot currently be accommodated on or off-street

E. Approval Process

1. City staff informally known as the “Traffic Committee” shall review the request, and forward a recommendation of approval or denial and a rationale for the recommendation to the City Council.
2. Once a recommendation from the “Traffic Committee” has been submitted to City Council, the City Council shall act upon the request at its next meeting.

F. Installation of signs

1. Signs designating the on-street parking space shall be installed by the City in a timely manner.

G. Duration of the Designation of an On-Street Spot

1. Shall remain in place until November 1, of the subsequent year, unless reauthorized as provided for in Section H.

H. Reauthorization of Previously Designated On-Street Parking Spots

1. Prior to September 1, the city shall mail an application form to the applicant of each approved designated on-street parking spot. Reauthorization with updated information is required annually.
2. Said reauthorization applications will collect the information necessary to determine that the person holding a valid permit still lives in the general vicinity and is still eligible for the designation of an on-street accessible parking space.
3. Reauthorization application forms shall be completed and returned to the City of Muscatine by October 1.
4. The "Traffic Committee" shall review all reauthorization applications. Based on the criteria established in Section B, the "Traffic Committee" shall determine whether reauthorizing the previously approved on-street parking space is warranted.
5. If no reauthorization renewal application is received prior to October 1, then the designated accessible on-street parking space will expire on November 1 of that year, and the City shall remove the signage. Reauthorization is required on an annual basis for all applicants.
6. Designated on-street accessible parking spots that were initially approved by City Council in the current calendar year do not need to apply for reauthorization until October 1 of the subsequent calendar year.

I. On-street disabled parking stalls are subject to removal by the City for any of the following reasons:

1. The applicant has moved or is deceased.
2. The State of Iowa issued permit or license plate has expired or been revoked.
3. Accessible off-street parking has become available.
4. Ordinance changes result in other parking restrictions, which would prohibit the retention of the stall.
5. The City of Muscatine determines the stall is being misused by the approved person.
6. Redesigning of the street resulting in no longer being able to accommodate the requested on-street parking space.
7. The City has not approved of the parking space and/or the applicant has not applied for reauthorization of the parking space as required on an annual basis.
8. The City determines it is in the best interest to remove the on-street disabled parking space for the health and safety of its citizens.

J. Who May Use

1. An on-street disabled parking stall can be used at any time by anyone whose vehicle displays the appropriate State-issued permit or license plate. Placement of a parking stall in a location does not guarantee permanent or lifetime use of that parking stall for the approved applicant. Placement of a disabled parking stall at a location does not imply reserved parking for the person who requested the stall, or for any other individual.

K. Appeals Process

1. Should the city deny an applicant for a requested on-street disabled parking space, the city approves the space with specific modifications, or if the city notifies an applicant of its intent to revoke, suspend, or remove an on-street disabled parking space, the applicant has the right to appeal the decision as follows:
 - i. Notify the City of Muscatine Public Works Department, in writing, within 30 days of receipt of the denial or notice of intent to remove on-street handicapped parking. The written notice must state the reason for requesting an appeal, provide justification supporting the request for appeal, and include documentation such as a statement from the applicant's physician supporting the appeal.
 - ii. The City's "Traffic Committee" will review the appeal and render a decision within 30 days.
 - iii. The city will notify the applicant, in writing, of the final decision with supplemental information identifying a reason for the final decision.

L. Allowable Location for On-Street Disabled Parking Spots

1. Parking spots will be located as close to the front of the residence requesting the space as possible unless they conflict with Section B. 4 or 5 of this policy.
2. The requestor duly notes that this request is for a parking space only. No ADA accessible ramps are or will be constructed in association with this parking space.
3. In the event that this parking space is determined to be in violation of the Americans With Disabilities Act, the sign shall be removed and the space returned to general use by the public.

M. Technical standards

1. On-street disabled parking spaces must be identified by signs displaying the International Symbol of Accessibility in a manner that is compliant with all applicable Federal Regulations.
2. The sidewalk adjacent to on-street disabled parking spaces should be free of signs, street furniture, and other obstructions to permit deployment of a van side-lift or ramp for the vehicle occupant to transfer to a wheelchair or scooter. Accessible parallel parking spaces located at the end of the block face are usable by vans that have rear lifts and cars that have scooter platforms.

N. Authorization

1. The city is the final authorizer of the placement and layout of each on-street disabled parking space. Final authorization is based on the eligibility of the applicant, the location and specifications of the parking space, and to be in compliance with City Ordinance. The city has the ability to approve alternate designs if identified as the most feasible option for the health, safety, and welfare of those affected and their surrounding areas.

APPLICATION FOR CONSIDERATION OF ON-STREET DISABLED PARKING

Return Completed Form To:
Muscatine Public Works Department
Attn: Traffic Committee
1459 Washington Street
Muscatine, IA 52761

Information must be printed clearly, all questions must be answered completely, and supporting documentation must be included - incomplete applications will be returned, resulting in a delay of processing the application.

Today's Date: 6-28-23 Application Type: NEW ☒ RENEWAL OF EXISTING SPACE ☐

1. APPLICANT INFORMATION (Applicant refers to the person with a disability who is in need of parking)

APPLICANT'S NAME: Ann M Brumback

ADDRESS: 112 W 16th St Muscatine IA APT. #: _____
(Proof of residency is required – such as a utility bill, driver's license, rental agreement, or property tax bill)

PHONE NUMBER: 579-563-506-5208

IA-DMV Disabled Placard Number: X 1289692 Expiration: June 2028

2. PROPERTY INFORMATION

Do you reside at this address year-round, without extended periods away? Yes ☒ No ☐

Specify the location of placement of the space which is being requested and how it is currently unable to be accommodated (if not enough space, please attach a separate paper with further explanation).

Resident is permanently restricted from walking distance
and weight. Next door neighbors park 7 vehicles and
refuse to leave space for resident making it virtually
impossible. Thank you for your assistance

3. AUTHORIZATION BY APPLICANT

I certify that the above information is true and accurate. I fully understand that the installation of Accessible Parking signs at my residence does not reserve a parking space for my personal use. It makes a space available for use by any vehicle with a valid Disabled plate or placard. I understand that abuse or violation of this agreement may result in removal of the Accessible Parking space. I further understand that should this parking space be determined to be in violation of the Americans with Disabilities Act, the sign shall be removed and the space returned to general use by the public.

Ann M Brumback

Applicant Signature

6-28-23

Date

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

CITY OF MUSCATINE

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

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

Denise Greenhaw

Address: 310 Cleveland Street

Telephone Number: 563-299-1961

E-mail Address: denisegreenhaw@ngmofmuscatine.com

2. Type of event that is planned:

5k Run/Walk for mental health awareness

3. Proposed location:

Start at NGM, Cleveland Street to HNI parking lot, path towards weed park, cross colorado street, turn around at weed park by pond, and back.

4. Date(s)/Time(s): September 23, 2023 9:30 - 11:30 am

5. Expected length of use: 2 hours

6. Expected size of group: 90 - 100

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

Denise Greenhaw

Address(es): 310 Cleveland Street, Muscatine, IA 52761

Telephone Number(s): 563-299-1961

E-mail Address(es): denisegreenhaw@ngmofmuscatine.com

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

Matt Hepker, Owner of Hepkat
Alma Brunson, Micaela's Hope
Haley DeGreve, The Gray Matters Collective
Ashley Loveless, emcee

9. List mechanical or electronic equipment to be used:

N/A

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

Side-by-side

11. Number and types of animals to be used:

N/A

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

Speaker for emcee
Speaker for music by Hepkat

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:

NextGen Motors employees (7) and 4 volunteers

14. All plans for the provision of security:

15. Beer or wine consumption? Yes _____ No X

16. Describe any items to be sold or distributed:

Various vendors will be setup.

17. Is water connection requested: Yes _____ No X

18. Is electricity requested: Yes _____ No X

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

If yes, please attach.

If no, please explain:

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

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

7-25-23
Date

Muscatine Area Geographic Information Consortium (MAGIC)



Overview



Legend

-  Corporate Limits
-  Political Townships
-  Parcels
- Roads**
 -  Airport Runway
 -  City Street
 -  County Road
 -  Neighbor County
 -  Private Drive
 -  State Highway
 -  Treadway
 -  US Highway
 -  US Hwy - Divided
 -  <all other values>

Date created: 7/25/2023

Last Data Uploaded: 7/24/2023 10:31:24 PM

Developed by  Schneider
GEOSPATIAL

EVENT: 5K Mental Health Awareness

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:

☒
YES

☐
NO

Richard Klimes 7/31/23
Parks & Recreation Date

Approval subject to working with PD for street
traffic support.

☒
YES

☐
NO

Jodi Royal-Goodwin 7/31/23
Community Development Date

☒
YES

☐
NO

Brian Stineman 7/31/23
Public Works Date

☒
YES

☐
NO

Anthony Kies 7/31/23
Police Chief Date

☒
YES

☐
NO

Jerry Ewers 7/31/23
Fire Chief Date

FINAL APPROVAL:

☒
YES

☐
NO

Carol A Webb 07/31/23
City Administrator Date

Signature: Jodi Royal-Goodwin
Jodi Royal-Goodwin (Jul 31, 2023 12:31 CDT)
Email: jroyal-goodwin@muscatineiowa.gov

Signature: A.R. Kies
A.R. Kies (Jul 31, 2023 12:36 CDT)
Email: akies@muscatineiowa.gov

Signature: Richard Klimes
Richard Klimes (Jul 31, 2023 14:27 CDT)
Email: rklimes@muscatineiowa.gov

Signature: Brian Stineman
Brian Stineman (Jul 31, 2023 12:35 CDT)
Email: bstineman@muscatineiowa.gov

Signature: Jerry Ewers
Jerry Ewers (Jul 31, 2023 13:06 CDT)
Email: jewers@muscatineiowa.gov

Signature: Carol Webb
Carol Webb (Jul 31, 2023 14:54 CDT)
Email: cwebb@muscatineiowa.gov

**REGULAR MEETING OF THE BOARD OF TRUSTEES
MUSCATINE ART CENTER
June 13, 2023**

Present: Mark Latta, Brian Walter, Sara Fitzer-Huston, David Meloy, Geri Kent, Vince Lawson, and Mark Seaman.

Absent: Aarzoo Baharani and Laurie Johnson.

Staff: Melanie Alexander

Call to Order: The meeting was called to order by Latta at 12:00 PM.

Visitors: None present.

Minutes: Minutes of the May 18, 2023, Regular Meeting of the Board of Trustees were reviewed and discussed. Moved/seconded (Kent/Walter) to approve the minutes. Motion carried.

Bills for Approval: Bills in the amount of \$2,697.19 were presented, reviewed, and discussed. Moved/seconded (Meloy/Seaman) to approve the bills as presented. Motion carried.

Credit Card for Approval: Credit card bills in the amount of \$7.50 were presented, reviewed, and discussed. Moved/seconded (Lawson/Walter) to approve the bills as presented. Motion carried.

COMMITTEE REPORTS

Long-Range Planning:

Alexander began the RFP process by drafting an RFP and the Executive Committee has reviewed it. The deadline for submission is July 28, 2023. Comments from the full board are to be emailed to Alexander as soon as possible. She will then edit and proceed to release the RFP.

Finance & Budget:

Alexander submitted two grants to the Community Foundation of Greater Muscatine. One is to help pay for the proposal. The second is from the Friends of the Muscatine Art Center to cover the Program Coordinator hours with children and families.

Collections:

Two pieces of art have returned from Ohio. Other pieces were viewed for possible cleaning and repair. Seven additional pieces are being cleaned.

Building & Grounds:

Midwest Alarm Systems is wrapping up the security system.

The plumbing is all back to normal upstairs.

The Japanese Garden work is moving along. The water is running and they are looking for any leaks. The project is going well and the hardscape should be done by early July. It must all be completed by September 30th.

A bequest from Barbara Woodstra is funding the replacement of 5 benches used in the Stanley Gallery. The current benches date to the Stanley Gallery's 1976 opening. The new benches will be purchased from HON.

Community Engagement:

The Annual Ice Cream Social will be held on Sunday, June 25th. Staff is looking for volunteers to help throughout the day as well as donors to contribute towards the purchase of pies. Ice cream is provided by Kent Corporation, and SSAB contributed as a sponsor Set-up will begin at 10:00 am and clean-up will be from 4-5 pm.

July will bring the return of the American Queen to Muscatine. The Muscatine Art Center will welcome visitors from the boat on Sundays, July 16th, July 30th, and September 10th. Program Coordinator Katy Loos will be the lead staff member on those Sunday mornings.

Staff is currently finalizing programs and classes for July through September and writing the text for the July, August, and September newsletter.

Personnel:

The City Council will vote to appoint new/renewing board and commission members during the June 15th meeting. Once voted on by Council, Melanie Alexander will set up a time to meet with the incoming members and will provide each with an updated board binder.

Melanie Alexander will be out of the office from July 1 through July 23rd.

The incoming Board officers recommended:

Mark Latta – President
Brian Walter – Vice President
Mark Seaman – Treasurer
Aarzoo Baharani - Secretary

Director's Report: In Packet

Unfinished Business:

New Business:

Next Board meeting – July 20, 2023, at 5:30 p.m.

Adjourn:

Moved/seconded by (Seaman/Lawson) to adjourn. The motion carried and the meeting adjourned at 1:00 PM.

Respectfully submitted,

Sara Fitzer-Huston
Secretary

**OFFICIAL PROCEEDINGS OF THE
BOARD OF WATER, ELECTRIC,
AND COMMUNICATIONS TRUSTEES
OF THE CITY OF MUSCATINE, IOWA
JUNE 27, 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, June 27, 2023 at 5:31 p.m.

Chairperson Kevin Fields called the meeting to order. Members of the Board were present as follows: Trustees Susan Eversmeyer, Kevin Fields, Tracy McGinnis and Keith Porter. Trustee Steven Bradford was absent due to previously scheduled travel plans.

Also present were Gage Huston, General Manager of Muscatine Power and Water; Kelly Miller, Board Secretary; Erika Cox, Brandy Olson, Mark Roberts, Ryan Streck, and Doug White of Muscatine Power and Water. Additional attendees were Jacob Elliott and Charles Potter.

There were no public comments.

Trustee Porter moved, seconded by Trustee McGinnis to approve the May 30, 2023 Audit/Finance Committee, Public Hearing, and regular Board meeting minutes. All Trustees present voted aye. Motion carried.

Trustee Eversmeyer moved, seconded by Trustee Porter, to ratify payment of \$7,809,026.00 for the Electric Utility, \$654,905.81 for the Water Utility, and \$1,192,807.18 for the Communications Utility for a cumulative total of \$9,656,738.99. All Trustees present voted aye. Motion carried.

Next Mr. Huston advised that bids were electronically sent via ShareFile to 20 potential bidders for the West Substation Utility Building project. The only bid received was opened publicly and read aloud on June 1, at 3:15 PM. No bidders attended the opening. Bids were received based on lump-sum prices for total lump-sum bid. Management recommended that the Board reject the single bid due to the amount being well above the project estimate. Based on feedback from the bidders, they indicated the specifications provided with the RFP did not include the level of detail necessary to provide a confident bid response. The approach to this project, budget and the completeness of the potential bidders list will be evaluated and a new RFP will be sent out at a later date.

RESOLUTION 23-22

WHEREAS, one bid was received on June 1, 2023 for the West Substation Utility Building Project; and,

WHEREAS, said bid has been evaluated by Staff and based upon their recommendation, the Board has determined that it would be in the best interest of the Utility if said bid were rejected; now therefore,

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, that the bid received on June 1, 2023 for the West Substation Utility Building Project be rejected and the bidder be informed of this action.

Trustee McGinnis moved, seconded by Trustee Eversmeyer, the resolution should be passed, approved, and adopted on this 27th day of June 2023. Trustees Eversmeyer, McGinnis, Porter, and Fields voted aye by roll. Voting nay, none. Resolution carried.

Next, Mr. Huston advised that bids were electronically sent via ShareFile to 20 potential bidders for the West Hill Water Department Storage Building project. The only bid received was opened publicly and read aloud on June 1, at 3:00 PM. No bidders attended the opening. Bids were received based on lump-sum prices for total lump-sum bid. Management recommended the Board reject the single bid due to the amount being well above the project estimate. Based on feedback from the bidders, the specifications provided with the RFP did not include the level of detail necessary to provide a confident bid response. The approach to this project, budget and the completeness of the potential bidders list will be evaluated and a new RFP will be sent out at a later date.

RESOLUTION 23-23

WHEREAS, one bid was received on June 1, 2023 for the West Hill Water Department Storage Building Project; and,

WHEREAS, said bid has been evaluated by Staff and based upon their recommendation, the Board has determined that it would be in the best interest of the Utility if said bid were rejected; now therefore,

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, that the bid received on June 1, 2023 for the West Hill Water Department Storage Building Project be rejected and the bidder be informed of this action.

Trustee Porter moved, seconded by Trustee McGinnis, the resolution should be passed, approved, and adopted on this 27th day of June 2023. Trustees Eversmeyer, McGinnis, Porter, and Fields voted aye by roll. Voting nay, none. Resolution carried.

Mr. Huston introduced a recommendation to approve a revised PSF for the Effluent Limit Guidelines – Unit 9 Bottom Ash System Upgrades Project. At the time, the project was established to make improvements to Unit 9's bottom ash water system to meet the requirements of the 2020 ELG Rule. At the March 2023 Board Meeting, as part of the GM Report, the Board was made aware this project's costs were going to exceed the original PSF amount. The original PSF costs were based on incomplete scope and planning level estimates to modify the existing system to significantly reduce use of service water. Staff continued to review additional work scope and cost estimates needed to address long-term operational and maintenance performance of the bottom ash water system to accurately revise project scope and costs. Additional tasks and costs have been identified that should be completed to achieve and maintain compliance with the ELG Rule for Unit 9's bottom ash system. After additional discussion Trustee Porter moved, seconded by Trustee McGinnis, a motion to approve the revised PSF for Effluent Limit Guidelines – Unit 9 Bottom Ash System Upgrades Project with a total cost of \$1,457,500. All Trustees present voted aye. Motion carried.

Mr. Huston continued that the next agenda item pertained to the Board Policy Manual and the revised manual had been provided to the Board. He stated the manual had been reviewed and updated by Staff and submitted in a "redline/track change mode" for the Board's review and comment. Mr. Huston reviewed revisions to the document, noting no action was being requested

at this time regarding the Board Policy Manual and stated that approval would be requested at the July Board meeting.

Mr. Huston stated the Board of Trustees usually elects new officers at the June meeting for the following year. It was recommended Trustee Porter be elected Chairperson and Trustee McGinnis be elected Vice-Chairperson for the 2023-24 term, beginning July 1, 2023. As part of the process of electing new Board officers, the Board Secretary is also appointed; it was recommended Ms. Miller continue as Board Secretary. Mr. Huston also recommended the following appointments for the 2023/2024 Board Committees:

Audit/Finance – Steven Bradford and Susan Eversmeyer (Committee Chair)

Planning and Operations – Tracy McGinnis and Kevin Fields (Committee Chair)

Personnel & Public Relations – Steven Bradford and Keith Porter (Committee Chair)

Trustee McGinnis moved, seconded by Trustee Eversmeyer, to elect Trustee Porter as Chairperson, Trustee McGinnis be elected Vice-Chairperson, and Ms. Miller be elected as Board Secretary for the 2023-24 term, and receive and place on file the 2023/2024 Board Committee appointments. All Trustees present voted aye. Motion carried.

In the General Managers Report, Ms. Olson reviewed the 2023 State Legislative Wrap Up discussing that the Governor has 30 days to take action on the bills that passed both the House and Senate. Most of the new laws become effective July 1 but a few are effective when signed. Mr. Huston mentioned that members of the MPW Women's Leadership Group sponsored a tent at the Ballet Des Moines event held at the Muscatine Riverfront on June 9. The event was well attended by the community and featured Iowa women in STEM. Ms. Cox mentioned that fiber expansions are still in progress, the Office of the Chief Information Officer issued Notice of Funding Availability (NOFA) #008 for the Empower Rural Broadband Grant Program making funds available for broadband expansion in Iowa. Applications are due August 25, 2023. Next, Mr. Huston gave the board an update regarding EPA proposed rules for PFAS levels.

The May Financial Operating Statements and Balance Sheets were presented as previously submitted to all Board members. Mr. Roberts reviewed the MPW dashboard and the May Financial Results Summary for each Utility.

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

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

Mr. Huston provided a high-level review of the May Departmental Reports, and Mr. White provided a Powering the Future status report.

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

The meeting was adjourned at 6:34 p.m.

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

A handwritten signature in cursive script that reads "Kelly Miller". The signature is written in black ink and is positioned above the printed name and title.

Kelly Miller
Board Secretary

Muscatine County Board of Supervisors
Monday, July 24, 2023

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

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

Steven Frantz, Partner Relations Coordinator for the Iowa Donor Network presented the Iowa Donor Network's 2023 Excellence in Partnership Medical Examiner Award to Chief Medical Investigator Tom Summitt. Frantz stated of the 30,000 deaths in Iowa each year, the Iowa Donor Network receives information from the families of about 12,000 of them. Frantz stated the procedure Summitt follows is to provide the referral number for the Iowa Donor Network to each family prior to closing the file. Frantz stated while Muscatine doesn't have the most death cases, Muscatine is the leader for getting families in contact with the Iowa Donor Network which saves many lives through donations. Frantz would like to implement Summitt's procedures state wide. Summitt stated it was a group effort from his office to ensure each death could potentially save the lives of others. Summitt thanked the Iowa Donor Network on behalf of his team.

On a motion by Sorensen, second by Mather claims dated July 24, 2023 were approved in the amount of \$811,275.14. Ayes: All.

County Engineer Brian Horesowsky presented bids for a bridge project L-(MW-5)—73-70, a 100' - 0 x 26'4 continuous concrete slab bridge over Mosquito Creek on North Isett Avenue as follows: Jim Schroeder Construction of Bellevue, IA. - \$666,282.10; Cunningham-Reis LLC of Van Meter, IA - \$774,790.00; and Iowa Bridge & Culvert LLC of Washington, IA. - \$658,675.00. Horesowsky stated the bids will be fully reviewed for accuracy.

A Public Hearing was called to order by Chairperson Sauer at 9:12 A.M. on a confinement feeding operation construction permit application from JDSD Farms, LLC in Section 6 of Pike Township. Planning and Zoning Administrator Eric Furnas explained the State of Iowa codes regarding the permit application process. Furnas stated the state adopted a Master Matrix process on confinement operations above a certain size, which awards points based on the application to the Department of Natural Resources (DNR). The County verifies the qualifying points and makes a recommendation to the Board based on the score from the Master Matrix. A public hearing is then scheduled to allow the Board to hear from those who are in favor of and those who oppose the application. Furnas stated once the minimum passing score of 440 out of 880 is reached, he stops counting points due to the time and man power it takes to calculate the score. He noted it's quite possible the score could have been higher if they would have continued counting. The score of this Master Matrix is 450. Furnas stated it was his recommendation to approve the DNR application.

Rhonda Meredith, 1174 Bay Circle, stated she submitted a letter to the Board in opposition to the hog farm. Meredith states on May 5, 2023 the Muscatine Board of Adjustment denied a special use permit submitted by JDSD Farms, LLC to request to split off three acres from the current parcel to build a house. Their decision was due to the high 85 average from the Corn Suitability Rating 2 (CSR2) rating stating the soil should not be taken out of farm production.

Meredith stated two months later, JDSD Farms, LLC requested to build two 2,499 head confinement buildings on that same land. Meredith stated the Board should deny the application for the same reason the Board of Adjustment denied the special use permit because it could be used as prime farm land. Meredith states she also opposes this operation because there are 14 residences within 2,000 ft to 1.5 miles from the site. Three residences will be within 400 ft of the Forbes's crop land - who had signed intent stating it could be used by JDSD Farms, LLC for release of liquid manure. Meredith stated on page 13, of the Animal Agriculture Compliance Act, Section 459.204 it states a person should not apply liquid manure from a confinement feeding operation on land located within 750 ft to a residence not owned by the title holder of the land. Mather stated Section 459.205 provides for exceptions to this, of which, is a written waiver. Furnas stated there is no separation needed if the manure application is injected directly into the soil or if it is incorporated into the soil the same day it is applied, which is how it will be handled according to the application. Furnas stated the DNR does follow up and monitor the practice of liquid manure application. Meredith stated there is one employee for the DNR who monitors 14 counties of hog confinements. Meredith stated she also opposes this operation because there is a current 1,800 head operation located on Bay Circle 1.5 miles east of the proposed operation. She stated as a land owner, a quarter of a mile from that operation, she and her neighbors experience the nuisance of habitual foul order, heavy trucks and semis on their gravel road, have concerns about delinquent carcass pick up and have to monitor their well water frequently. Meredith asked the Board to deny the application until the questions she presented can be clarified.

Rachel Rinner, owner of Knee Deep Solutions, LLC in Washington, IA, stated Knee Deep Solutions, LLC works for JDSD Farms, LLC. She stated she was there to answer questions that have been asked. She said in regards to the liquid manure, per the application, the farm is intending to inject or incorporate the liquid manure within 24 hours after application. She encouraged the neighbors to call the DNR if there was ever a time when those rules weren't followed because the farmers hold themselves to a high standard and they want to be held accountable for following the state rules. Rinner states they work with the DNR often. There is one senior officer and four specialist and they are spread out over 16 counties. She stated if there is an issue they come to the site quite quickly. Rinner states the volume of manure that is actually produced is lower than the State measured volume due to new technology and the excellent care of the animals; the water is not wasted as much.

Dane Meredith, 1174 Bay Circle, stated he is Rhonda's husband and has the same concerns she has. In addition, Meredith stated there are no "stink meters" because the smell is subjective. He asked what odor mitigation strategies JDSD Farms, LLC intends to deploy, as well as, what strategy are they not going to use that they have available to them. Meredith stated he spoke to the owner of the property next to the proposed build site, who stated concerns that his land value will diminish if he chooses to sell and his quality of life will diminish if he chooses to stay. Meredith stated he opposes this application, but if the Board were to pass it, he urges the owner to use everything possible to avoid odor.

Lynne Liles, 1047 Hwy 22, stated she also opposes the application but does not have anything

to add to that hadn't already been stated.

Furnas addressed the Board to clarify the discussion of the special use permit. He stated it is correct that JDSD Farms, LLC applied for a special use permit and was denied due to factors such as the CSR2 rating of prime farm ground. He stated one of the reasons why code discourages non-agricultural related housing is because of the potential for conflict between residential dwelling and ag related activities. He stated the county can apply zoning laws for non-agriculture related housing to try to preserve prime farm ground for agricultural enterprises. A hog farm is an agricultural enterprise.

Discussion was held regarding how public notices work. Rhonda Meredith stated the county needed to reevaluate using the newspapers for publication due to lack of subscribers. She stated a letter should have been sent to the neighbors directly regarding the public notice. Administrative Director Nancy Schreiber stated it is state law to use the three public newspapers based on our county size, as well as, publish notices on the County's website. Furnas stated it was subjective on who is considered a neighbor. If they were to send a letter, how far out should they go to deliver notices and what should they do if the land owner owned or resides on property in another part of the county. He asked if they would be required to notify the neighbors of those additional owned parcels and if so, how far would they have to go. Sorensen stated the publication and notices issued in the local media has entirely changed in the last five to seven years and it needs to be re-evaluated, not just on this issue but other issues as well, because it is a challenge. Sorensen stated he was unsure what the answer was to fix it. Specifically, to this issue of manure management, Sorensen agreed with Furnas that the possibility of spreading the manure on other parcels of land and notification to those neighbors would be challenging with sending letters.

On a motion by Sorensen, second by Chick, the public hearing was closed at 9:42 A.M. Roll Call Vote. Ayes: All.

Danny Chick stated he has some concerns and questions regarding this application. He stated he wanted all of the county's growers to be responsible land owners and at least consider their neighbors on these actions. Chick stated it concerns him that as soon as the house was denied to be built, the land owner decided to request to build these hog confinements. Chick stated he felt it was done in spite due to the denial, and the state law was going to supersede the Board's decision, so this vote was just a symbolic gesture. Sorensen stated he supported land owners having rights to make a living off their land.

On a motion by Sorensen, second by Mather, the Board approved the letter to the IDNR regarding the JDSD Farms, LLC construction permit application. Ayes: All.

County Engineer Brian Horesowsky reported the bids for a bridge project L-(MW-5)—73-70, a 100'-0 x 26'4 continuous concrete slab bridge over Mosquito Creek on North Isett Avenue had been reviewed and Iowa Bridge & Culvert, LLC was the low bid. On Horesowsky's recommendation, on a motion by Sorensen, second by Kirchner, the Board approved the bid from

Iowa Bridge & Culvert, LLC in the amount of \$658,675.00 for Project L-(MW-5)—73-70, a 100'-0 x 26'4 continuous concrete slab bridge over Mosquito Creek on North Isett Avenue. Ayes: All.

County Engineer Brian Horesowsky reported an update on the Manatts project located on F58 between Durant and Walcott. He stated they are done widening of the road and paving is about to begin. Horesowsky stated Scott County is the lead on this project but wanted to provide an update for the Board.

On a motion by Sorensen, second by Chick, the Board approved an ordinance assuming jurisdiction and control of certain pioneer cemeteries and/or private burial sites located in Muscatine County, Iowa on the second of three readings. Sorensen stated he had spoken to Jeff Kaufmann in Cedar County regarding the pioneer cemeteries. Kaufmann commented to Sorensen that Cedar County had discovered 35 pioneer cemeteries in their county. Kaufmann said he would not be surprised if Muscatine County discovered additional pioneer cemeteries or private burial sites. Sorensen stated this may become a larger issue than they were anticipating but Kaufmann had offered to get people from their commission to come and speak to the Board if there was interest in the information about what Cedar County is doing. Roll Call Vote. Ayes: All.

Planning and Zoning Administrator Eric Furnas presented an agreement for services between Bi-State Regional Commission and Muscatine County to assist with developing a comprehensive plan update in the amount of \$25,222.00. Chick asked if this was the first time we have used Bi-State and if so, had County Attorney Jim Barry reviewed the contract. Furnas stated this was not the first time using Bi-State as we have utilized them for the past ten years. Sorensen explained the Bi-State Regional Commission are federal paperwork experts utilized to help keep smaller counties and cities compliant. Muscatine County has used their expertise on projects such as the levy project and hazard mitigation projects. Sauer stated there were many projects Bi-State was involved in and they do amazing work for the county. Chick asked were the dues come from to pay Bi-State. Schreiber stated they are paid quarterly from the budget.

On a motion by Sorensen, second by Mather, the Board approved an agreement for services between Bi-State Regional Commission and Muscatine County to assist with developing a comprehensive plan update in the amount of \$25,222.00. Ayes: All.

Planning and Zoning Administrator Eric Furnas reviewed a request from the City of Fruitland to create a formal proposal and agreement with his department to provide plan reviews, permitting and inspections for the City of Fruitland, that mirror the County's standards. Furnas stated using the existing fee schedule and staffing in his office, he believes this would be something they can provide. However, if the scope was to include the City of Wilton and West Liberty, they would need to relook at that level of commitment by having further discussions. Sorensen stated he believes this would be positive for the City of Fruitland.

Community Services Director Felicia Toppert updated the Board on the Muscatine Center for Social Action (MCSA) contract, Project Rise Above and Peer Support.

On a motion by Sorensen, second by Kirchner, the minutes of the July 17, 2023 regular meeting were approved as written. Ayes: All.

Correspondence:

Sorensen was contacted by Vickie Bishop regarding railroad crossings on Pettibone.
Sorensen had discussions with Jeff Kaufmann regarding Pioneer Cemeteries in Cedar County.

Committee & Meeting Reports:

Sauer attended the Muscatine County Conservation Board meeting on July 17, 2023.
Sauer attended the Muscatine County Board of Health meeting on July 18, 2023.
Sauer attended the River Bend Transit Board of Directors meeting on July 19, 2023.
Mather attended the Muscatine County Veterans Affairs Commission meeting on July 19, 2023.
Mather attended the Wilton Chamber and Development Alliance meeting on July 18, 2023.
Sorensen attended the Eastern Iowa Mental Health Region meeting on July 17, 2023.
Sorensen attended the Muscatine County/Muscatine City Joint Administration Board Emergency Management meeting on July 19, 2023.

Kirchner thanked Muscatine County Sheriff Quinn Reiss for the department's presence at the Muscatine County Fair held in West Liberty.

The meeting was adjourned at 10:18 A.M.

ATTEST:

Tibe Vander Linden
Muscatine County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, July 17, 2023

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

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

A Public Hearing was called to order by Chairperson Sauer at 9:01 A.M. on a proposed ordinance assuming jurisdiction and control of certain pioneer cemeteries and/or private burial sites located in Muscatine County. County Attorney Jim Barry stated the proposed ordinance is the fourth revision to include additional cemeteries that have been named by Joe Furlong, Planning and Zoning Administrator Eric Furnas and the Auditor's office.

Mather joined the meeting at 9:02 A.M.

Barry stated the proposed ordinance follows the Iowa Code to protect a private landowner and a citizen who may desire to visit a cemetery on privately owned land. Barry requested if either a party or a citizen have a question/request regarding the proposed ordinance to send an email with the information in writing. Barry stated he has received an email from a local attorney questioning if the county has the authority to take an action to mandate county pioneer cemeteries and/or private burial sites. Barry reviewed the Iowa Code Sections stated in the proposed ordinance which pertain to the county assuming jurisdiction and control. Discussion was held with the Board with questions regarding what is a reasonable amount of time is on private land for visitors and if road or walking access is allowed or can be set by the landowner. Barry stated his goal is to follow the Iowa Code for the proposed ordinance with no expanding on the law and/or no less jurisdiction allowed than the law states.

Mike Fuller, Grandview, Iowa, stated he has property in 76 Township. Fuller questioned when the Iowa Code Section for pioneer cemeteries was enacted. Barry stated approximately 20 years ago. Fuller stated he believes the definition of "relative" in the Iowa Code needs updated as the Iowa Code names great-grandparent as the oldest family member and the pioneer cemeteries have burials from the 1800's to early 1900's which eliminates great-great grandparent relatives. Chick and Sorensen stated his concern should be addressed by state elected officials.

Kelsie Bell, 2570 Burlington Road, stated she is one of the landowners for the Kisor/Eisele Cemetery. Bell questioned if access to the cemetery is by walking only or if a landowner must provide a motor vehicle. Barry stated there is no obligation in the ordinance to provide a motor vehicle, to create an access road or to allow a visitor to park on the property. Bell questioned when is a landowner's access no longer liable for injuries. Barry stated they are protected as soon as a visitor leaves the road right-of-way. Barry stated the details of where to park and enter a property is something that can vary for each landowner. Bell questioned if there is a rain storm the day before they allow visitor access, if they can deny access due to hazardous walking conditions. Barry stated the landowner and visitor should work out the details when communicating about the proposed cemetery visit. Bell stated in past years they have allowed visitor access but recently their attorney and insurance agent has stated they should protect themselves and to not allow access. Bell asked if a signed liability waiver by a visitor can

continue to be requested. Barry stated the ordinance does not prohibit the landowner to do this. Barry stated the Bell's and the other landowner (Lippelgoes) should be commended on their approach/effort to maintain the cemetery even if not everyone is happy with the process. Bell thanked Barry and commented that she has four small children and they do their best with the time allowed. Bell asked if a requestor appears to be a danger to their family if they can deny access. Barry stated the ordinance is written per the Iowa Code, to allow a relative to request access and does not address the danger concern. Barry stated a landowner could research public information to determine if a visitor is a sex offender or to gather other information. Mather stated a visitor is to act in good faith and in a reasonable manner. Mather agrees that a property owner may request a liability waiver signed but it may not always protect the property owner. Chick stated the sheriff department should be called if there is danger or concerns. Bell stated they have had interest from cemetery enthusiasts arriving on their property and they have denied access due to safety concerns. Bell invited the Board to visit their property to see the logging road access and/or to view a video they took of the terrain while driving up the road. Sauer asked Barry if the landowner can designate a certain route to access a cemetery. Barry stated the ordinance does not contain this definition however communication from the landowner and requester is recommended and expected obligations are to be followed. Bell stated her concerns with possible lower property values, with a known cemetery on the parcel, and stated the cemetery was not disclosed to them at the time of purchase.

Joe Furlong, 1672 231st Street, Muscatine, Iowa questioned the Board regarding the statement that a visitor would be required to park on the road if visiting the Kisor/Eisele cemetery. Barry stated he is not requiring anyone to park on the road however a landowner can request this. Furlong asked if a disabled visitor required a motorized vehicle, would be this be allowed. Barry stated the ordinance does not mandate this request however a landowner may allow it if requested. Mike Fuller stated his concern with parking on the road instead of on the property of the Kisor/Eisele cemetery and how this could eliminate the ability to visit the cemetery. Barry stated there may be another route of access for each cemetery. Fuller stated he feels the ordinance is leaning toward the landowner's rights. Barry stated the concerns should be expressed to the state legislators as the ordinance follows the Iowa Code. Mather stated the law puts the responsibility for visiting a cemetery on the landowner and the visitor to communicate and come to an agreement.

Furlong stated he believes the Board could make allowances to go beyond the Iowa Code. Furlong stated the Iowa Code is restrictive as only relatives to the deceased can visit the cemeteries and only a great-grandchild is the longest living relative allowed to visit. Barry stated he advises the Board to follow the Iowa Code or the Board could be sued for exceeding their authority. Furlong stated he wishes to help the citizens of the county to allow less restrictive guidelines in order for citizens who are not relatives to visit and document cemeteries and gravestones. Barry stated if Furlong has concerns to contact the state legislators. Mather stated the ordinance does not restrict citizens from reaching a private agreement to visit a cemetery. Furlong stated a landowner could restrict non-relatives from access as he repairs gravestones and documents cemeteries, so he feels restricted per this ordinance. Mather stated he personally approaches the ordinance with the landowner rights. Chick agreed with Mather to not allow

unfettered access to private property. Furlong stated he is not requesting unfettered access but would follow the 10-day written request.

Connie Fuller, Grandview Iowa, stated she is a relative to some of the deceased in Kisor/Eisele Cemetery and stated issues have occurred since 2016 with access to the cemetery. Fuller stated other family members to the deceased who have visited the cemetery in year's past are families with the names of Grosjean, Phillips and Eisele. Fuller stated the prior landowner allowed access. Fuller asked what the cost will be to maintain the cemeteries as she is concerned with maintenance. Sauer stated the definition of maintenance varies on each individual's own definition. Fuller asked what the cost will be maintain a cemetery. Barry stated he wants all to understand that Township Trustees are able to tax and levy to maintain cemeteries, however pioneer and private burial sites in the county are not the responsibility of the Township Trustees. Barry stated the pioneer and private burial cemeteries listed in the ordinance are currently not being maintained by the Township Trustees and the ordinance allows the private landowners to agree to maintain or if they do not want to maintain the cemetery at their own expense, then the county will maintain the cemeteries from the general fund (not by tax levy). Fuller asked if the county will maintain or repair gravestones. Barry stated the taxpayer will not be responsible for gravestone repair however a family member can fund the repair. Fuller read a statement from Mike Phillips, (who stated he is a relative to over half the deceased in the cemetery), which contained information on Kisor/Eisele Cemetery about his family burials, cemetery entrance archway stolen, history of grave robbing and the cemetery is the 2nd oldest in the state, however stated this fact could not be verified. Phillips statement included he felt there has always been a person's right to visit a cemetery. Fuller stated she would like to visit the cemetery three times each year and expressed concern about the cemetery road access. The Board consensus was that this type of request was to be discussed with the landowner and not with the Board. Sauer stated her concerns/requests need to be written requests to all the landowners that are within a 360-degree radius to the cemetery.

On a motion by Sorensen, second by Mather, the public hearing was closed at 10:16 A.M. Roll Call Vote. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved an ordinance assuming jurisdiction and control of certain pioneer cemeteries and/or private burial sites located in Muscatine County, Iowa on the first of three readings. Roll Call Vote. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved Ordinance #07-17-23-01 amending Ordinance #11- 30-20-01 Regulating the Operations of All-Terrain Vehicles and Off-Road Utility Vehicles in Muscatine County on the third and final reading. Roll Call Vote. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved Resolution #07-17-23-01 Suspending the Collection of Taxes. Roll Call Vote. Ayes: All.

**RESOLUTION #07-17-23-01
SUSPENDING THE COLLECTION OF TAXES**

WHEREAS, notice from the Director of Human Services has been received regarding the eligibility of Gavino Alanis, Muscatine, Iowa, (the 'recipient') for medical and facility care; and

WHEREAS, as such recipient of such assistance is deemed to be unable to contribute to the public revenue pursuant to Section 427.9, Code of Iowa; and

WHEREAS, the recipient is the owner of property described as follows:

Address: 515 E 7th St, Muscatine, IA 52761
Parcel No: 0835288021
Legal Description: 35-77-2W
E 2/3 LOT 4 BLK 148

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Muscatine County Board of Supervisors:

1. That the County Treasurer is hereby ordered to suspend the collection of all taxes, including special assessments, rates or charges, interest, fees and costs for the current year and those unpaid from prior years. As long as the petitioner is authorized by DHS no interest accrues during suspension but payments can be made.
2. If the parcel is sold, passes by bequest or inheritance to any person other than the spouse or minor child of the petitioner, all taxes and special assessments become due and payable by the next semi-annual installment date. Interest at the rate of 1 ½% per month will start on the next delinquency date after the suspended taxes become due.

Passed and approved this 17th day of July, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

On a motion by Sorensen, second by Chick, the Board approved to disallow previously approved Homestead and Military Tax Credits for those who are not living in the properties presented by County Auditor Tibe Vander Linden. Ayes: All.

On a motion by Mather, second by Sorensen, the Board the Board allowed new 2023 Homestead Tax Credit and/or Military Tax Exemption applications, except those recommended to be disallowed by the Assessor's Office. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board approved 2023 Disabled Veteran's Homestead Tax Credit applications as recommended by the Muscatine County Assessor's Office. Ayes: All.

County Auditor Tibe Vander Linden stated her office has received a request from County Attorney Jim Barry to bring the costs to the Board for a civil case. Barry explained the civil and criminal case for a lawsuit filed against Kahla and Charles Jackson, stating the case was to remove approximately 12 animals (10 cats and 2 dogs) on or about May 22, 2023 from their residence. Barry stated in order to seek repayment of fees and costs incurred from Muscatine Humane Society (per day animal care), veterinarian fees, legal fees, court costs, court reporter fees and service fees in the amount of \$3,764.00, the costs will be assessed against the property owned by the Jackson's.

On a motion by Mather, second by Sorensen, the Board approved to order dispositional costs totaling \$3,764.00, plus interest and penalties, assessed against Kahla and Charles Jackson, be placed on the tax book against real property at 3120 Peartree Lane, Muscatine, Iowa. Ayes: All.

County Engineer Bryan Horesowsky presented bids for Project L-(M23-2) – 73-70, locally let as Project L-(M23-2)- 73-70, seal coat at various locations throughout the county as follows: Fahrner Asphalt Sealers LLC, Plover, Wisconsin - \$366,786.60; Brandt Construction Company & Subsidiary, Milan, Illinois - \$369,075.00; Pelling, LL. Co., Inc., North Liberty, Iowa - \$373,591.00. Horesowsky stated the Project is titled Project L-(M23-2)—73-70, locally let as Project L-(M23-2)—73-70 and not as Project L –(M23-3) as shown in one place on the agenda.

On a motion by Sorensen, second by Kirchner, the Board approved to award a bid for Project L-(M23-2) – 73-70, locally let as Project L-(M23-2)- 73-70, to seal coat on various roads throughout the county to Fahrner Asphalt Sealers LLC, Plover, Wisconsin in the amount of \$366,786.60. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board approved the following utility permit: Lumen (Centurylink), West Des Moines, Iowa - bore approximately 250 feet to place conduit and fiber cable and place one new hand hole at 3354 Highway 22, Muscatine, Iowa. Ayes: All.

Horesowsky presented bids for a 2023 rotary mower skid steer attachment as follows: Morning Sun Farm Implement, Inc., Morning Sun, Iowa - \$13,600.00 and Diamond Mowers, LLS, Sioux Falls, South Dakota - \$14,646.00.

On a motion by Chick, second by Sorensen, the Board approved the purchase of one 2023 rotary mower skid steer attachment from Morning Sun Farm Implement, Inc., Morning Sun, Iowa at a cost of \$13,600.00. Ayes: All.

Horesowsky updated the Board on secondary road projects. Horesowsky updated the Board on the American Rescue Plan Act (ARPA) triple box culvert projects that have been completed on 150th Street and Holly Avenue.

On a motion by Sorensen, second by Kirchner, the Board approved Resolution #07-17-23-02 Approval of the Combined Preliminary and Final Plat of Varner Subdivision. Roll Call Vote: Ayes: Chick, Kirchner, Sorensen and Sauer. Mather abstained due to client conflict.

RESOLUTION #07-17-23-02
APPROVAL OF THE COMBINED PRELIMINARY AND FINAL PLAT OF
VARNER SUBDIVISION

WHEREAS, there has been presented before the Board of Supervisors of Muscatine County, Iowa, a dedication and plat of the proposed subdivision “Varner Subdivision”; and

WHEREAS, said plat has heretofore been approved by the Zoning Commission of Muscatine County, Iowa; and

WHEREAS, said dedication and plat fully conform with all laws of the State of Iowa and all ordinances of Muscatine County, Iowa, applicable thereto; and

WHEREAS, the platting of said subdivision is conducive to orderly development within Muscatine County, Iowa, is not in conflict with any extensions of the established road systems of Muscatine County, Iowa, and is in harmony with the comprehensive plan of zoning now in effect within Muscatine County, Iowa.

WHEREAS, the subdivision of said real estate and the plat thereof were accepted and approved by the Muscatine County Board of Supervisors following a public meeting on July 17, 2023.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Muscatine County, Iowa, as follows:

- Section 1. The said subdivision is hereby designated as “Varner Subdivision”, a subdivision in Muscatine County, Iowa, and that the descriptions of lots and parcels of land located therein shall be according to the number and designation thereof as set forth on said plat.
- Section 2. The Chairperson of the Board of Supervisors and the Auditor of Muscatine County, Iowa, are hereby authorized and directed to certify this Resolution in order that the same and all other matters material to said subdivision may be recorded in the Office of the Recorder of Muscatine County, Iowa.

PASSED and APPROVED this 17th day of July, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

On a motion by Sorensen, second by Mather, the Board approved Resolution #07-17-23-03 Approval of the Combined Preliminary and Final Plat of Parizek's First Addition Subdivision. Roll Call Vote: Ayes: All.

**RESOLUTION #07-17-23-03
APPROVAL OF THE COMBINED PRELIMINARY AND FINAL PLAT OF
PARIZEK'S FIRST ADDITION SUBDIVISION**

WHEREAS, there has been presented before the Board of Supervisors of Muscatine County, Iowa, a dedication and plat of the proposed subdivision "Parizek's First Addition Subdivision"; and

WHEREAS, said plat has heretofore been approved by the Zoning Commission of Muscatine County, Iowa; and

WHEREAS, said dedication and plat fully conform with all laws of the State of Iowa and all ordinances of Muscatine County, Iowa, applicable thereto; and

WHEREAS, the platting of said subdivision is conducive to orderly development within Muscatine County, Iowa, is not in conflict with any extensions of the established road systems of Muscatine County, Iowa, and is in harmony with the comprehensive plan of zoning now in effect within Muscatine County, Iowa.

WHEREAS, the subdivision of said real estate and the plat thereof were accepted and approved by the Muscatine County Board of Supervisors following a public meeting on July 17, 2023.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Muscatine County, Iowa, as follows:

- Section 1. The said subdivision is hereby designated as "Parizek's First Addition Subdivision", a subdivision in Muscatine County, Iowa, and that the descriptions of lots and parcels of land located therein shall be according to the number and designation thereof as set forth on said plat.
- Section 2. The Chairperson of the Board of Supervisors and the Auditor of Muscatine County, Iowa, are hereby authorized and directed to certify this Resolution in order that the same and all other matters material to said subdivision may be recorded in the Office of the Recorder of Muscatine County, Iowa.

PASSED and APPROVED this 17th day of July, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

The Board reviewed a variance granted by the Muscatine County Board of Adjustment on July 7, 2023. Case #23-07-01 is an application filed by Autumn Harris, Record Owner. This property is located in Seventy-Six Township in part of the SE ¼ of Section 27-T76N-R3W, 2656 Burlington Road, containing approximately 1.21 acres, and is zoned A-1 Agricultural District. This request, if approved, would allow the Zoning Administrator to issue a Variance in order to allow a front porch to be extended within 40 foot of the front property line. The porch would be extended an additional two feet from its current location. The extended porch will not change the characteristics of surrounding property and will not obstruct any views on Burlington Road. On a motion by Sorensen, second by Chick, the Board accepted the variance granted by the Muscatine County Board of Adjustment on July 7, 2023. Ayes: All.

Planning and Zoning Administrator Eric Furnas reviewed a Special Use Permit granted by the Muscatine County Board of Adjustment on July 7, 2023. Case #23-06-01 is an application filed by C. Gene or Carla R. Paxton, Record Owners and Nextlink % Megan Croop, Applicant. This property is located in Seventy-Six Township, in parts of the SE ¼ of Section 18-T76N-R3W, Parcel B, containing approximately 74.89 acres, and is zoned A-1 Agricultural District. This request, if approved, would allow the Zoning Administrator to issue a Special use Permit in order to place a 12- foot mono pole for telecommunications and internet on this property for commercial use. Telecommunication Transmission Towers are allowed to be placed on private property in the A-1 Agricultural District with a Special Use permit. The proposed tower will meet the required separation distances and will be enclosed b a fence to meets the minimum requirement. The applicant also provided the required decommissioning affidavit. The Board of Adjustment approved this request.

On a motion by Sorensen, second by Chick, the minutes of the July 10, 2023 regular meeting were approved as written. Ayes: All.

Correspondence:

Mather had a comment from an individual outside the county on improper road embargoes in Fruitland, Iowa

Mather stated for the record, he is representing Orion Energy Systems so he is unable to comment or participate in board discussions involving this company.

Sauer received an email regarding the proposed cemetery ordinance.

Chick received a call from Andy Mueller, 2617 102nd Street, regarding issues with culverts. Chick contacted County Engineer Bryan Horesowsky and Kirchner.

Kirchner received a call from an individual regarding pioneer cemeteries.

Committee & Meeting Reports:

Sorensen, Sauer, Chick and Kirchner attended a meeting with Orion Energy Systems on July 12, 2023.

Sorensen and Chick attended a conference call meeting with Iowa Finance Authority, Community Foundation and the City of Muscatine on July 13, 2023.

Sorensen and Sauer attended a Region 9 Transportation Policy Plan meeting on July 14, 2023.

Mather stated the 7th Judicial District Department of Correctional Services Board did not meet as planned. The Board has agreed to meet quarterly.

Kirchner attended a meeting with Andy Mueller at his residence regarding drainage issues at his farm and plugged culverts.

Chick attended a Greater Muscatine Chamber of Commerce and Industry meeting on July 10, 2023

Kirchner attended a Muscatine County Fair Board meeting on July 13, 2023.

Kirchner announced the Muscatine County Fair runs July 19-23, 2023.

On a motion by Sorensen, second by Kirchner the Board authorized the Chair to execute a FY23/24 Methamphetamine Drug Hot Spots Grant Program (CAMP) contract in the amount of \$8,000.00. Ayes: All.

On a motion by Sorensen, second by Kirchner the Board approved Resolution #07-17-23-04 Transferring Funds from the General Basic Fund to the Capital Projects Fund in the amount of \$1,850,000. Roll Call Vote: Ayes: All.

**RESOLUTION #07-17-23-04
TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE
CAPITAL PROJECTS FUND**

WHEREAS, it is desired by the Muscatine County Board of Supervisors to set aside funds for future projects; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$1,850,000 from the General Basic Fund to the Capital Projects Fund.

PASSED AND APPROVED this 17th day of July, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

On a motion by Sorensen, second by Mather, the Board approved returning the CDBG Revolving Loan Fund balance of \$78,500 to the Iowa Economic Development Authority (IEDA) for reallocation to the City of Muscatine to be used towards the Community Foundation – Mulberry Corridor American Rescue Plan Act (ARPA) project. Ayes: All. Sorensen stated the funds were from a HUD program from over 25 years ago with the use of the funds have restrictions so the state will swap the funds to be reallocated to the Community Foundation – Mulberry Corridor ARPA project (affordable housing project). Sorensen thanked IEDA and Senator Mark Lofgren for his assistance to accomplish this reallocation. Budget Coordinator Kala Naber stated the CDBG funds will be returned in two installments: The first payment will be sent now for \$63,500 and the second payment will be in May 2024, in the amount of \$15,000.

On a motion by Sorensen, second by Chick, the Board approved the funding amount of \$875,000 for Community Foundation – Mulberry Corridor ARPA project. Ayes: All. Naber stated this action confirms the funding amount of \$875,000 with no reduction due to the reallocation from the CDBG fund return payment. Sorensen thanked Naber and Chick for their work on the fund reallocation.

The Board reviewed the health/dental fund balance as of June 30, 2023. The Board consensus was the fund balance shows premiums are set correctly to cover the expenses.

County Attorney Jim Barry stated earlier this year, the County Attorney's office and the Auditor's office requested a survey of a property on Houser Street, as the parcel had been split during a sale and the legal description was not accurate for taxes and assessment. The proprietors in the transaction have been notified of the survey costs of \$3,100 that the county incurred, as the proprietors did not take the action on their own to have a survey completed. There is a mechanism to recover the cost of the survey therefore the City of Muscatine was notified, as the property is in their jurisdiction, requesting they review and approve the survey or waive the right. Barry stated whatever mechanism to use is yet to be established. Barry stated there will be Board action expected at a future meeting, to present the survey cost be placed on the parcel property taxes. Barry stated at this time the City of Muscatine is reviewing if a subdivision is a requirement. Barry stated he is reviewing this information to the Board today in case there are questions that may arise.

The meeting was adjourned at 10:56 A.M.

ATTEST:

Cathy Ribbink
Elections/Real Estate Administrator

Scott Sauer, Chairperson
Board of Supervisors



City of Muscatine

ITEM NUMBER 2023-0379

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

David Popp, Solid Waste Manager

SUBJECT

Request to Approve the Issuance of a Purchase Order to Rehrig Pacific Company, in the Amount of \$12,506.60 for Curbside Refuse Carts.

EXECUTIVE SUMMARY

Staff requests the approval of a purchase order to Rehrig Pacific Company in the amount of \$12,506.60 for the purchase of 180 additional 95 gallon refuse carts to be used in the residential refuse collection operations. These carts are for the replacement of lost or damaged carts and for use when residents wish to request a larger cart than standard issue.

STAFF RECOMMENDATION

Staff recommends Council approve the issuance of a purchase order in the amount of \$12,506.60 to Rehrig Pacific Company for the purchase of 180, 95 gallon refuse carts.

BACKGROUND/DISCUSSION

Residents of the City of Muscatine and Fruitland have the option to choose the size of refuse cart used for the residential trash and recycling programs. Residents may also choose to switch the size of the cart that they are issued to suit their needs. Each year funds are budgeted for the purchase of 95 gallon carts in order to be able to replace lost or broken carts and to be able to offer larger carts when requested. All of the carts that the City owns are from Rehrig Pacific Company. Staff requests that we continue to purchase from Rehrig Pacific for consistency, warranty, durability and having repair parts on hand for one brand of carts.

CITY FINANCIAL IMPACT

There is \$16,000.00 in the FY24 budget for this purchase.

ATTACHMENTS

1. City of Muscatine 95g Cart Quote 07132023

**Locations:**

1000 Raco Court, Lawrenceville, GA 30046
625 West Mockingbird Lane, Dallas, TX 75247
1738 W. 20th St, Erie, PA 16502
7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr, DeSoto, KS 66018
7800 100th St, Pleasant Prairie, WI 53158
4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: 208057 07122023

July 13, 2023

Bill-to: 208057	Ship-to:
CITY OF MUSCATINE 1000 S HOUSER ST MUSCATINE, IA 52761	Same
Billing Contact:	Shipping Contact:
Name: Dave Popp Phone: 563-263-9689 Email: dpopp@muscatineiowa.gov	Name: Same Phone: E-mail:

ITEM DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart - PN# 461472 Body Color Requested: Forest Green Lid Color Requested: Grey Wheels / Casters: 10" Snap on with Intergrated Spacer Options: In-Mold Label (IML)		180	\$64.12	\$ 11,541.60
Artwork: 				
Is Product Taxable? No Is Freight taxable? No Tax Rate: 0.00% Terms: Net 30 Days		Subtotal = Est. Tax on Product = Est. Freight Rate = Est. Tax on Freight = Total =		\$11,541.60 \$965.00 \$12,506.60

ADDITIONAL INFORMATION:	
Contract Options: None Ship From: Pleasant Prairie, WI facility Leadtime: 6 weeks or sooner Warranty: 10 year unprorated warranty Quote Valid: 30 Days Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.	
PRESENTED BY:	ACCEPTED BY:
 Kaitlin Elliott 7/13/2023 Kaitlin Elliott Date Environmental Account Specialist Direct: (469) 515-0087 Email: customerservice@rehrig.com	 Sign and Print Name Date Title: _____
<i>To initiate order, please call or send signed proposal via fax or email to Presented By representative.</i>	



City of Muscatine

ITEM NUMBER 2023-0389

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Request to Approve the Issuance of a Purchase Order to Seiler Geospatial in the Amount of \$13,891.79 for a GPS Rover

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve the Issuance of a Purchase Order to Seiler Geospatial in the Amount of \$13,891.79 for a Trimble R2 GPS Rover

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

The Engineering Division of the Public Works Department needs to purchase a second GPS rover unit to allow both inspectors to have the necessary equipment for their positions. The unit being requested is provided solely by Seiler Geospatial in the Midwest territory. Seiler is also the prime provider for MPW and MAGIC GIS. This unit will match what is currently in use for the MAGIC system. Using another brand of equipment would drastically complicate the compatibility with what is currently being used by MAGIC.

CITY FINANCIAL IMPACT

\$20,000 was budgeted and approved in the Engineering Budget for this purchase.

ATTACHMENTS

1. R2CMx1_KC_CityofMuscatine_July2023

Contact Name: Kevin Coon
E-mail: kcoon@muscatineiowa.gov
Phone: 5632638933
PO number: Kevin Coon

Date Issued: 07/18/23
Expiration Date: 08/17/23
Account Number: 118986

Ship To: Muscatine Public Works
 1459 Washington
 Muscatine, IA 52761
 United States

Bill To: City of Muscatine, IA
 215 Sycamore Street
 Muscatine, IA 52761
 United States

R2CMx1_KC_CityofMuscatine_July2023

Quantity	Part Number	Description	Sale Price	Subtotal
1.00	R2-101-01	Trimble R2, single receiver - No Radio	\$2,100.00	\$2,100.00
1.00	R2-CFG-001-43	Trimble R2 Configuration Level - Centimeter mode Includes: R2-OPT-001-20 Trimble R2 Option - Dual Frequency Tracking R2-OPT-001-24 Trimble R2 Option - QZSS R2-OPT-001-25 Trimble R2 Option - GLONASS R2-OPT-001-26 Trimble R2 Option - Beidou R2-OPT-001-27 Trimble R2 Option - Galileo R2-OPT-001-31 Trimble R2 Option - Precision level max/max R2-OPT-001-32 Trimble R2 Option - Trimble Data Collector support R2-OPT-001-51 Trimble R2 Option - NMEA	\$10,475.00	\$10,475.00
1.00	101070-00-01	Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America)	\$665.00	\$665.00
1.00	192670-25	BPack,Li-Ion,INDUS,2S1P,7.2V,2200mAhR,71x39x20.3mm	\$125.00	\$125.00
1.00	5128-20	ROVER ROD,2M,CF,SNAP-LOC -One-piece design locks at 2m and collapses to 1.354 meters -Weighs 1.6 pounds	\$376.79	\$376.79
2.00	EWLS-R2-STOCK	TPP - Hardware - Trimble R2 (12 month expiration)	\$355.00	\$710.00
2.00	EWLS-R2-FW-STOCK	TPP - Firmware Maintenance - Trimble R2 (12 month expiration)	\$220.00	\$440.00
1.00	SI-DISC-MGIS	MGIS PRODUCT DISCOUNT	(\$1,000.00)	(\$1,000.00)

Total Price: \$13,891.79

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Joe Bima
Address: 6522 118th Street
Omaha
Nebraska, 68137
United States
Phone:
Mobile: (402) 618-7134
E-mail: jbima@seilerinst.com

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3.25% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____

BILLS FOR APPROVAL SUMMARY
August 4, 2023

Computer Bill Lists

Regular Bills 8/4/23		\$	730,818.03
Payroll Vendor Checks 7/21/23			41,120.15
Payroll Vendor ACH Payments 7/21/23			96,211.75
Special cks 7/25/23			1,959.71
	Subtotal	\$	870,109.64

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance July	\$	79,000.00
Wellmark Insurance	Health/Dental Insurance July		79,000.00
Treasurer State of Iowa	State Tax Withholding		29,055.16
Treasurer State of Iowa	State Tax Withholding		9.94
Iowa Workforce Development	Unemployment		28,927.89
Payroll Account	Transfer		473,724.92
Payroll Account	Transfer		196.33
Internal Revenue Service	Federal Withholding		127,689.31
Internal Revenue Service	Federal Withholding		36.98
Internal Revenue Service	PCORI Fee		1,899.00
Treasurer State of Iowa	Sales Tax		31,404.57
	Subtotal	\$	850,944.10

Voucher Program

Various Landlords	Actual July Rent	\$	(8,211.00)
		\$	(8,211.00)

Voids

Void Checks 5/25/23	Operating	\$	(1,959.71)
	Subtotal	\$	(1,959.71)

Total Expenditures	\$	1,710,883.03
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7/21/2023	PAYROLL CHECKS	AFA FLEX BILLING	5,059.50
7/21/2023	PAYROLL CHECKS	AFLAC	586.90
7/21/2023	PAYROLL CHECKS	ALLSTATE	27.04
7/21/2023	PAYROLL CHECKS	AMERICAN FIDELITY	2,941.31
7/21/2023	PAYROLL CHECKS	CITY OF MUSCATINE	30,622.12
7/21/2023	PAYROLL CHECKS	CLERK OF COURT	150.00
7/21/2023	PAYROLL CHECKS	STATE OF ILLINOIS	198.40
7/21/2023	PAYROLL CHECKS	UNITED WAY	77.00
7/21/2023	PAYROLL CHECKS	ATTN: REVENUE ADMIN	1,457.88
7/21/2023	ACH PAYROLL	MISSION SQUARE ICMA RETIREMENT	11,094.16
7/21/2023	ACH PAYROLL	MISSION SQUARE ICMA RC	1,364.53
7/21/2023	ACH PAYROLL	MUNICIPAL FIRE & POLICE	78,473.06
7/21/2023	ACH PAYROLL	NATIONWIDE	5,280.00
7/25/2023	SPECIAL CKS	PERFORMANCE FOOD SERVICE	1,959.71

Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 08/01/2023 - 2:53PM
 Batch: 00011.07.2023



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 00001.07.2023 State Income T	07/07/2023	0	81.17	
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVEN	PR Batch 00002.07.2023 State Income T	07/21/2023	0	79.59	
		Vendor Subtotal:			160.76	
1000-01-1131-69400	GREATER MUSCATINE CHAMBER C	Chamber Dues	07/01/2023	0	102.50	
		Vendor Subtotal:			102.50	
1000-01-1132-51400	DELL MARKETING L.P.	U2422H Dell 24" UltraSharp Monitor	06/30/2023	0	244.19	00023610
		Vendor Subtotal:			244.19	
1000-01-1132-61660	PAYPOINT HR LLC	Compensation Study	07/26/2023	0	2,500.00	
		Vendor Subtotal:			2,500.00	
1000-01-1144-66300	SELECTIVE INSURANCE COMPANY	Additional Premium Pearl City Station	06/30/2023	0	13.00	
		Vendor Subtotal:			13.00	
1000-05-1141-63200	CEDAR STREET INVESTMENTS LLC	August 2023	08/01/2023	0	300.00	
		Vendor Subtotal:			300.00	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Nusiance Ordinance Changes	07/31/2023	0	83.23	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes/Bills 7/6/23	07/31/2023	0	642.39	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Intent to Release CDBG Funds	07/31/2023	0	81.48	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Public Hearing Amend Admin Plan	07/31/2023	0	41.08	

Vendor Subtotal:					848.18
1000-05-1143-51300	AMAZON.COM	8 1/2 x 11 Yellow Card Stock Paper	07/26/2023	0	137.20 00024896
Vendor Subtotal:					137.20
1000-05-1143-62310	XEROX CORPORATION	February 2023 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	February 2023 Copies	06/30/2023	0	60.92
1000-05-1143-62310	XEROX CORPORATION	May 2023 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	May 2023 Copies	06/30/2023	0	56.97
1000-05-1143-62310	XEROX CORPORATION	December 2022 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	December 2022 Copies	06/30/2023	0	52.41
1000-05-1143-62310	XEROX CORPORATION	January 2023 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	January 2023 Copies	06/30/2023	0	53.13
1000-05-1143-62310	XEROX CORPORATION	August 2022 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	August 2022 Copies	06/30/2023	0	81.17
1000-05-1143-62310	XEROX CORPORATION	March 2023 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	March 2023 Copies	06/30/2023	0	44.13
1000-05-1143-62310	XEROX CORPORATION	April 2023 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	April 2023 Copies	06/30/2023	0	56.99
1000-05-1143-62310	XEROX CORPORATION	October 2022 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	October 2022 Copies	06/30/2023	0	65.98
1000-05-1143-62310	XEROX CORPORATION	November 2022 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	November 2022 Copies	06/30/2023	0	77.46
1000-05-1143-62310	XEROX CORPORATION	June 2023 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	June 2023 Copies	06/30/2023	0	54.01
1000-05-1143-62310	XEROX CORPORATION	September 2022 Copier	06/30/2023	0	118.55
1000-05-1143-62310	XEROX CORPORATION	September 2022 Copies	06/30/2023	0	95.47
Vendor Subtotal:					2,002.69
1000-05-1146-52890	AMAZON.COM	Ceiling Mounts	07/26/2023	0	6.98
1000-05-1146-52890	AMAZON.COM	Hub Splitter/DVI Cable	07/26/2023	0	33.93
Vendor Subtotal:					40.91
1000-05-1146-61340	AMAZON.COM	02-SSC-6649 SonicWall Advanced Prote	07/26/2023	0	421.95 00024948
Vendor Subtotal:					421.95

1000-05-1146-65240	MUSCATINE POWER & WATER	June Internet - PW	06/30/2023	0	387.00
1000-05-1146-65240	MUSCATINE POWER & WATER	June/July Machlink	07/31/2023	0	1,057.84
		Vendor Subtotal:			1,444.84
1000-05-1146-65260	VERIZON WIRELESS	July Cell Phones	07/26/2023	0	40.01
		Vendor Subtotal:			40.01
1000-10-1221-74200	MOTOROLA SOLUTIONS	Body Cams for Inspectors	06/30/2023	0	1,860.00 00023716
		Vendor Subtotal:			1,860.00
1000-15-1311-52300	PANTHER UNIFORMS INC	Uniform Badges-Capt 3 LT SGT Detectiv	06/30/2023	0	1,101.00 00024752
1000-15-1311-52300	PANTHER UNIFORMS INC	Uniform Botos - Nardini	07/31/2023	0	140.00
		Vendor Subtotal:			1,241.00
1000-15-1311-52300	UNIFORM DEN INC	Ballistic Vest	07/31/2023	0	515.98
1000-15-1311-52300	UNIFORM DEN INC	4 Officer Badges	07/31/2023	0	154.90
		Vendor Subtotal:			670.88
1000-15-1311-52880	STREICHER'S INC.	FF9R2 Force on Force Marking Rounds:(	06/30/2023	0	1,514.95 00024210
1000-15-1311-52880	STREICHER'S INC.	FF556R1 Force on Force Marking ROunc	06/30/2023	0	449.75 00024210
		Vendor Subtotal:			1,964.70
1000-15-1311-52880	ON TARGET AMMUNITION	920-223-55FMJ-10 Bulk 223 55gr FMJ	06/30/2023	0	7,629.69 00024603
		Vendor Subtotal:			7,629.69
1000-15-1311-52890	BROWNELLS INC	Streamlight Protac 2.0 Rail Mount Light	06/30/2023	0	149.99 00024750
		Vendor Subtotal:			149.99
1000-15-1311-52890	MENARDS (MUSC)	Marking Paint/Tote	07/31/2023	0	44.17

Vendor Subtotal:					44.17
1000-15-1311-52890	AMAZON.COM	Measuring Wheel	07/31/2023	0	39.95
Vendor Subtotal:					39.95
1000-15-1311-61520	RIVER REHABILITATION INC	Hearing Test - N Nardini	06/30/2023	0	20.00
Vendor Subtotal:					20.00
1000-15-1311-61520	EQUIAN LLC	Medical Fee - M Patel DOS 3/15/23	06/30/2023	0	29.52
1000-15-1311-61520	EQUIAN LLC	Medical Fee - G Hazelett DOS 5/24/23	06/30/2023	0	156.11
1000-15-1311-61520	EQUIAN LLC	Medical Fee - A Fry DOS 5/6/23	06/30/2023	0	1,538.00
Vendor Subtotal:					1,723.63
1000-15-1311-61520	PEORIA-TAZEWEEL PATHOLOGY C	Medical J Jirak - DOS 3/14/23	06/30/2023	0	122.20
Vendor Subtotal:					122.20
1000-15-1311-61520	UNITY HEALTHCARE	Medical G Hazelett DOS 5/24/23 Code: 2	06/30/2023	0	0.32
1000-15-1311-61520	UNITY HEALTHCARE	Medical G Hazelett DOS 5/24/23 Code: 5	06/30/2023	0	805.13
1000-15-1311-61520	UNITY HEALTHCARE	Medical G Hazelett DOS 5/24/23 Code: 1	06/30/2023	0	264.23
1000-15-1311-61520	UNITY HEALTHCARE	Medical M Patel DOS 3/15/23 Code: 822	06/30/2023	0	46.38
1000-15-1311-61520	UNITY HEALTHCARE	Medical M Patel DOS 3/15/23 Code: 844	06/30/2023	0	41.22
1000-15-1311-61520	UNITY HEALTHCARE	Medical M Patel DOS 3/15/23 Code: 875	06/30/2023	0	225.36
1000-15-1311-61520	UNITY HEALTHCARE	Medical M Patel DOS 3/15/23 Code: 844	06/30/2023	0	41.23
Vendor Subtotal:					1,423.87
1000-15-1311-61520	SOUTHEAST IOWA REGIONAL MEI	Pre-Employment Physical W Reddick	06/30/2023	0	1,895.85
Vendor Subtotal:					1,895.85
1000-15-1311-62370	LUPTON & TOYNE PRINTERS	Business Cards - Patel	07/31/2023	0	30.00
Vendor Subtotal:					30.00

1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 7/09/23	07/31/2023	0	648.64
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 7/16/23	07/31/2023	0	810.80
		Vendor Subtotal:			1,459.44
1000-15-1311-64200	CITY OF CEDAR RAPIDS	Basic - Nardini/Orbaker	07/31/2023	0	4,000.00
		Vendor Subtotal:			4,000.00
1000-15-1311-64400	ANTHONY KIES	Reimb Breakfast Meeting	07/31/2023	0	49.60
		Vendor Subtotal:			49.60
1000-15-1311-65250	MUSCATINE POWER & WATER	May/June Fax/Elevator	06/30/2023	0	27.35
		Vendor Subtotal:			27.35
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS INC	Copier Maintenance	07/31/2023	0	63.91
		Vendor Subtotal:			63.91
1000-15-1312-68100	MUSCATINE HUMANE SOCIETY	August 2023	08/01/2023	0	7,500.00
		Vendor Subtotal:			7,500.00
1000-15-1315-52890	STREICHER'S INC.	Helmet Drilling	06/30/2023	0	112.49
		Vendor Subtotal:			112.49
1000-20-1321-52300	FELD FIRE	Spectacle Kit Assembly	07/26/2023	0	75.00
		Vendor Subtotal:			75.00
1000-20-1321-52300	AMAZON.COM	Uniforms Collar Pins	07/26/2023	0	68.85
		Vendor Subtotal:			68.85
1000-20-1321-52830	AMAZON.COM	Amerez 240 2.5gallon Water Class A Fir	07/26/2023	0	171.00 00024923

Vendor Subtotal:					171.00
1000-20-1321-53150	MENARDS (MUSC)	Lumber	07/26/2023	0	89.60
1000-20-1321-53150	MENARDS (MUSC)	Dowel/Mouting Clips	07/26/2023	0	43.89
Vendor Subtotal:					133.49
1000-20-1321-61520	ADVANCED RADIOLOGY S.C	Medical J Wieland DOS 10/4/22 Code: 7.	06/30/2023	0	23.80
Vendor Subtotal:					23.80
1000-20-1321-61520	RIVER REHABILITATION INC	RTW Physical - T Hillard	06/30/2023	0	100.00
Vendor Subtotal:					100.00
1000-20-1321-61520	EQUIAN LLC	Medical Fee - D Bartels DOS 4/20/23	06/30/2023	0	40.88
Vendor Subtotal:					40.88
1000-20-1321-61520	UNITY HEALTHCARE	Medical D Bartels DOS 4/20/23 Code: 92	06/30/2023	0	490.52
Vendor Subtotal:					490.52
1000-20-1321-61560	TMESYS LLC	Prescription - J Hall	07/26/2023	0	593.63
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	07/26/2023	0	642.26
Vendor Subtotal:					1,235.89
1000-20-1321-61560	WORKERS COMPENSATION RX SOI	Prescription - J Shryock	06/30/2023	0	120.83
1000-20-1321-61560	WORKERS COMPENSATION RX SOI	Prescriptions - J Shryock DOS 7/3/23	07/26/2023	0	1,220.95
Vendor Subtotal:					1,341.78
1000-20-1321-62210	THEODORE E HILLARD	Reimb for Laundry Damaged Uniforms	07/26/2023	0	11.49
Vendor Subtotal:					11.49

1000-20-1321-62530	GETZ FIRE EQUIPMENT CO	Annual Fire Extinguisher Service	07/26/2023	0	507.35 00024765
		Vendor Subtotal:			507.35
1000-20-1321-65240	MUSCATINE POWER & WATER	May/June Fax/Elevator	06/30/2023	0	161.59
1000-20-1321-65240	MUSCATINE POWER & WATER	May/June Fax Line	06/30/2023	0	73.34
		Vendor Subtotal:			234.93
1000-20-1321-67320	EQUIPMENT MANAGEMENT COMP	Maintenance on Spreader	07/26/2023	0	319.50
		Vendor Subtotal:			319.50
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 - S Paustian	07/26/2023	0	50.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	HMAO - Martin/FF1 - Martin	07/26/2023	0	100.00
		Vendor Subtotal:			150.00
1000-25-1411-53110	MENARDS (MUSC)	Lumber	07/26/2023	0	79.98
		Vendor Subtotal:			79.98
1000-25-1411-53220	MENARDS (MUSC)	Gloves/Yark Stick/Plier	07/26/2023	0	43.54
		Vendor Subtotal:			43.54
1000-25-1411-53220	MUSCATINE LAWN & POWER	Blades	07/26/2023	0	74.97
		Vendor Subtotal:			74.97
1000-25-1411-65310	ALLIANT ENERGY	June Gas - Greenwood	06/30/2023	0	46.59
1000-25-1411-65310	ALLIANT ENERGY	June Gas - Greenwood	06/30/2023	0	33.53
		Vendor Subtotal:			80.12
1000-25-1421-51300	AMAZON.COM	106R03690 Xerox Workcentre 6515 Cya	07/31/2023	0	163.00 00024960
		Vendor Subtotal:			163.00

1000-25-1421-65210	MUSCATINE POWER & WATER	June Base PRI	06/30/2023	0	78.02
		Vendor Subtotal:			78.02
1000-25-1422-38620	SAM KOESTER	Refund	07/31/2023	0	100.00
		Vendor Subtotal:			100.00
1000-25-1423-38620	ALICIA KELLEY	Refund	07/31/2023	0	30.00
		Vendor Subtotal:			30.00
1000-25-1423-51100	ACCO UNLIMITED CORP	Test Tube w/Cap	07/26/2023	0	18.90
		Vendor Subtotal:			18.90
1000-25-1423-52400	MENARDS (MUSC)	Pine Cleaner	07/26/2023	0	11.94
		Vendor Subtotal:			11.94
1000-25-1423-52740	MUSCATINE LAWN & POWER	Oil	07/26/2023	0	29.96
		Vendor Subtotal:			29.96
1000-25-1423-52810	OUTDOOR RECREATION PRODUCT	Slide Replacement for Riverfront Playgrc	06/30/2023	0	3,671.81 00024674
		Vendor Subtotal:			3,671.81
1000-25-1423-52830	ARNOLD MOTOR SUPPLY	TrailFX 63' Tool Box	07/26/2023	0	427.74 00024836
1000-25-1423-52830	ARNOLD MOTOR SUPPLY	Pin Punch Set	07/26/2023	0	22.99
		Vendor Subtotal:			450.73
1000-25-1423-52830	FASTENAL COMPANY	Tap	07/26/2023	0	27.52
		Vendor Subtotal:			27.52

1000-25-1423-53110	FASTENAL COMPANY	Dowel Pins	07/26/2023	0	5.08
		Vendor Subtotal:			5.08
1000-25-1423-53130	ARNOLD MOTOR SUPPLY	Fittings	07/26/2023	0	40.20
		Vendor Subtotal:			40.20
1000-25-1423-53130	MENARDS (MUSC)	Union/Adapter	07/26/2023	0	11.26
1000-25-1423-53130	MENARDS (MUSC)	Plug/Spring Snaps	07/26/2023	0	83.02
		Vendor Subtotal:			94.28
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Coupling/Nipple	07/26/2023	0	54.84
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Adapter/Elbow/Tee	07/26/2023	0	36.16
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Handle/Faucet	07/26/2023	0	58.62
		Vendor Subtotal:			149.62
1000-25-1423-53140	MENARDS (MUSC)	Mineral Spirits/Paint	07/26/2023	0	80.93
1000-25-1423-53140	MENARDS (MUSC)	Tray Liner/Paint	07/26/2023	0	85.93
		Vendor Subtotal:			166.86
1000-25-1423-53220	ARNOLD MOTOR SUPPLY	Oil Dri	07/26/2023	0	23.40
		Vendor Subtotal:			23.40
1000-25-1423-53220	PHILLIPS BROS RENTALS INC	Control	07/26/2023	0	46.20
		Vendor Subtotal:			46.20
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	07/26/2023	0	9.10
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	07/26/2023	0	9.10
		Vendor Subtotal:			18.20
1000-25-1423-62260	PS3 Enterprises Inc.	Temp Sanitation	07/26/2023	0	95.00

Vendor Subtotal:					95.00
1000-25-1423-65210	CENTURYLINK	July Phones - River Center	07/26/2023	0	65.51
1000-25-1423-65210	CENTURYLINK	July Phones - Marina	07/26/2023	0	65.64
Vendor Subtotal:					131.15
1000-25-1423-65310	ALLIANT ENERGY	June Gas - Pearl City	06/30/2023	0	36.61
1000-25-1423-65310	ALLIANT ENERGY	June Gas - Harbor	06/30/2023	0	34.54
Vendor Subtotal:					71.15
1000-25-1423-65320	MUSCATINE POWER & WATER	June Electric - Maint Shed	06/30/2023	0	38.89
1000-25-1423-65320	MUSCATINE POWER & WATER	June Electric - Levee	06/30/2023	0	35.94
1000-25-1423-65320	MUSCATINE POWER & WATER	June Electric - Musser	06/30/2023	0	34.90
1000-25-1423-65320	MUSCATINE POWER & WATER	June Electric - River Center	06/30/2023	0	154.63
1000-25-1423-65320	MUSCATINE POWER & WATER	June Electric - Park Commission	06/30/2023	0	17.45
Vendor Subtotal:					281.81
1000-25-1423-65410	MUSCATINE POWER & WATER	June Water - River Center	06/30/2023	0	28.69
1000-25-1423-65410	MUSCATINE POWER & WATER	June Water - Maint Shed	06/30/2023	0	8.05
Vendor Subtotal:					36.74
1000-25-1424-52250	VAN DIEST SUPPLY COMPANY	Vessel	07/26/2023	0	512.00 00024819
1000-25-1424-52250	VAN DIEST SUPPLY COMPANY	Tebuconazole	07/26/2023	0	493.84 00024819
1000-25-1424-52250	VAN DIEST SUPPLY COMPANY	Chlorothalonil	07/26/2023	0	2,092.00 00024819
Vendor Subtotal:					3,097.84
1000-25-1424-52720	SPRATT OIL SALES	Unleaded Gasoline	07/26/2023	0	470.29 00024953
Vendor Subtotal:					470.29
1000-25-1424-52730	SPRATT OIL SALES	Red-Dye Diesel	07/26/2023	0	616.00 00024953
Vendor Subtotal:					616.00

1000-25-1424-53120	MENARDS (MUSC)	Connector/Removal Tool	07/26/2023	0	11.07
		Vendor Subtotal:			11.07
1000-25-1424-53130	PLUMB SUPPLY COMPANY	Handle Assembly	07/26/2023	0	16.39
		Vendor Subtotal:			16.39
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Filters	07/26/2023	0	31.73
		Vendor Subtotal:			31.73
1000-25-1424-53210	PHILLIPS BROS RENTALS INC	Air Filter	07/26/2023	0	8.78
		Vendor Subtotal:			8.78
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Relay	07/26/2023	0	11.33
		Vendor Subtotal:			11.33
1000-25-1424-53220	MENARDS (MUSC)	Cable Tie/Gloves	07/26/2023	0	51.95
1000-25-1424-53220	MENARDS (MUSC)	Wasp/Hornet Spray/Hose	07/26/2023	0	85.75
		Vendor Subtotal:			137.70
1000-25-1424-53220	NAPA OF MUSCATINE	Fuel Injection Hose	07/26/2023	0	28.71
		Vendor Subtotal:			28.71
1000-25-1424-53220	PHILLIPS BROS RENTALS INC	Carb	07/26/2023	0	49.09
		Vendor Subtotal:			49.09
1000-25-1424-53220	PLUMB SUPPLY COMPANY	Breaker Repair Kit/Urnial Kit	07/26/2023	0	34.13
		Vendor Subtotal:			34.13

1000-25-1424-53220	AMAZON.COM	Can Spout Replacement Set	07/26/2023	0	35.98
		Vendor Subtotal:			35.98
1000-25-1424-62450	A TECH/FREEMAN ALARM	Security 8/1/23 - 10/31/23	08/01/2023	0	84.00
		Vendor Subtotal:			84.00
1000-25-1424-65210	CENTURYLINK	July Phones - Kent Stein	07/26/2023	0	73.88
		Vendor Subtotal:			73.88
1000-25-1427-52100	VAN DIEST SUPPLY COMPANY	Stressmaster Fertilizer/Fungicide	07/26/2023	0	710.00 00024869
		Vendor Subtotal:			710.00
1000-25-1427-52100	MIDWEST TURF SUPPORT	55 Gal Drum PK Fight	07/31/2023	0	3,000.00 00024817
		Vendor Subtotal:			3,000.00
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Hydraulic Hoses for Sprayer	07/26/2023	0	267.44 00024916
		Vendor Subtotal:			267.44
1000-25-1427-53220	MENARDS (MUSC)	Bolt Snap/Gloves/Short Handle Brush	07/26/2023	0	84.44
		Vendor Subtotal:			84.44
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	07/26/2023	0	22.94
		Vendor Subtotal:			22.94
1000-25-1427-62450	A TECH/FREEMAN ALARM	Security 8/1/23 - 10/31/23	08/01/2023	0	84.00
		Vendor Subtotal:			84.00
1000-25-1427-63300	PS3 Enterprises Inc.	Temp Sanitation	07/26/2023	0	95.00

Vendor Subtotal:					95.00
1000-25-1427-65210	MUSCATINE POWER & WATER	June Phones - Soccer	06/30/2023	0	64.61
Vendor Subtotal:					64.61
1000-25-1431-36120	KEARSTON WHEELER	Refund	07/26/2023	0	15.00
Vendor Subtotal:					15.00
1000-25-1431-52810	BERLINS PRO SHOP	T-Shirts	06/30/2023	0	5.80
Vendor Subtotal:					5.80
1000-25-1432-36110	ASHLEY RAVENSCRAFT	Refund	07/31/2023	0	175.00
Vendor Subtotal:					175.00
1000-25-1432-36130	HOOVER DISTRICT PACK 633	Refund	07/31/2023	0	150.00
Vendor Subtotal:					150.00
1000-25-1432-52250	ACCO UNLIMITED CORP	Gallons of Acid	06/30/2023	0	508.40 00024756
1000-25-1432-52250	ACCO UNLIMITED CORP	Gallons of Chlorine	06/30/2023	0	1,341.00 00024756
1000-25-1432-52250	ACCO UNLIMITED CORP	Shipping	06/30/2023	0	50.00 00024756
1000-25-1432-52250	ACCO UNLIMITED CORP	Fuel Surcharge	06/30/2023	0	35.00
Vendor Subtotal:					1,934.40
1000-25-1432-53130	MENARDS (MUSC)	Hydrant Repair	07/26/2023	0	22.47
Vendor Subtotal:					22.47
1000-30-1511-61340	ZOOBEAN	Beanstack Software 7/1/23 - 6/30/24	07/26/2023	0	1,100.00
Vendor Subtotal:					1,100.00

1000-30-1511-61340	CTI	Room 301 Service Equipment	07/26/2023	0	2,176.00
		Vendor Subtotal:			2,176.00
1000-30-1511-63300	XEROX CORPORATION	June Copier/Copies	06/30/2023	0	206.13
		Vendor Subtotal:			206.13
1000-30-1511-64500	FRAN DONELSON	Reimb June Mileage	06/30/2023	0	51.67
		Vendor Subtotal:			51.67
1000-30-1511-65210	MUSCATINE POWER & WATER	June Phones - Library	06/30/2023	0	205.55
		Vendor Subtotal:			205.55
1000-30-1511-65240	MUSCATINE POWER & WATER	June Machlink - Library	06/30/2023	0	570.00
		Vendor Subtotal:			570.00
1000-30-1511-69300	JOSIAH STREET	Refund Found Item	07/31/2023	0	5.00
		Vendor Subtotal:			5.00
1000-35-1521-52890	MENARDS (MUSC)	Tape	07/26/2023	0	15.92
		Vendor Subtotal:			15.92
1000-40-1151-52400	MENARDS (MUSC)	Pine Cleaner/Degreaser	07/26/2023	0	99.82
1000-40-1151-52400	MENARDS (MUSC)	Disinfectant Wipes	07/26/2023	0	87.34
1000-40-1151-52400	MENARDS (MUSC)	Mop Refill	07/26/2023	0	11.98
		Vendor Subtotal:			199.14
1000-40-1151-52890	BURNS & SON'S DIRECT APPLIANC	Knob	07/26/2023	0	24.99
		Vendor Subtotal:			24.99

1000-40-1151-52890	MENARDS (MUSC)	Brush	07/26/2023	0	2.69
		Vendor Subtotal:			2.69
1000-40-1151-53120	MENARDS (MUSC)	Bulbs	07/26/2023	0	13.38
		Vendor Subtotal:			13.38
1000-40-1151-53130	PLUMB SUPPLY COMPANY	Rubber Repair Kit	07/26/2023	0	129.44
		Vendor Subtotal:			129.44
1000-40-1151-65210	MUSCATINE POWER & WATER	June Phone - PW	06/30/2023	0	43.59
1000-40-1151-65210	MUSCATINE POWER & WATER	June Phones - City Hall	06/30/2023	0	60.67
1000-40-1151-65210	MUSCATINE POWER & WATER	June Base PRI	06/30/2023	0	200.61
1000-40-1151-65210	MUSCATINE POWER & WATER	June Phones - City Hall	06/30/2023	0	22.39
1000-40-1151-65210	MUSCATINE POWER & WATER	June Phones - City Hall Fax	06/30/2023	0	22.39
		Vendor Subtotal:			349.65
1000-40-1151-65220	MUSCATINE POWER & WATER	June Phones - Long Distance	06/30/2023	0	30.04
		Vendor Subtotal:			30.04
1000-40-1151-65310	ALLIANT ENERGY	June Gas - Art Center	06/30/2023	0	633.63
1000-40-1151-65310	ALLIANT ENERGY	June Gas - Fire Lot 8	06/30/2023	0	41.90
1000-40-1151-65310	ALLIANT ENERGY	June Gas - PSB	06/30/2023	0	82.01
1000-40-1151-65310	ALLIANT ENERGY	June Gas - City Hall	06/30/2023	0	51.93
		Vendor Subtotal:			809.47
1000-40-1151-67330	MUSCATINE POWER & WATER	June Internet - PSB	06/30/2023	0	82.97
		Vendor Subtotal:			82.97
1000-40-1611-74200	MOTOROLA SOLUTIONS	Body Cams for Inspectors	06/30/2023	0	1,116.00 00023716
		Vendor Subtotal:			1,116.00

1000-40-1611-74250	DELL MARKETING L.P.	Precision 5820 Tower	07/26/2023	0	6,880.27 00024841
		Vendor Subtotal:			6,880.27
1000-40-1621-52100	KELLOR & KELLOR LANDSCAPE IN	Bale Straw	07/26/2023	0	21.00
		Vendor Subtotal:			21.00
1000-40-1621-52300	TYSON WEDEKIND	Reimb Shoes - T Wedekind	07/26/2023	0	150.00
		Vendor Subtotal:			150.00
1000-40-1621-52830	FASTENAL COMPANY	Shovel	06/30/2023	0	50.95
		Vendor Subtotal:			50.95
1000-40-1621-52830	MENARDS (MUSC)	Scrapers	07/26/2023	0	43.98
		Vendor Subtotal:			43.98
1000-40-1621-53310	RIVER STONE GROUP	UPM Cold Mix	07/26/2023	0	1,890.00 00024795
1000-40-1621-53310	RIVER STONE GROUP	UPM Cold Mix	07/26/2023	0	131.60
		Vendor Subtotal:			2,021.60
1000-40-1621-65210	MUSCATINE POWER & WATER	June Base PRI	06/30/2023	0	78.02
		Vendor Subtotal:			78.02
1000-40-1621-68300	MUSCATINE POWER & WATER	Qtrly MAGIC	07/26/2023	0	6,876.67
		Vendor Subtotal:			6,876.67
1000-40-1621-69400	APWA/ISOSWO	Membership - Public Works	07/26/2023	0	191.00
		Vendor Subtotal:			191.00
1000-40-1624-52860	FASTENAL COMPANY	Nuts/Washers	06/30/2023	0	37.58

			Vendor Subtotal:		37.58
1000-40-1624-67400	WEIKERT CONTRACTING	Paint Striping of City Streets	07/31/2023	0	64,352.44 00024814
			Vendor Subtotal:		64,352.44
1000-40-1641-62530	PS3 Enterprises Inc.	Temp Sanitation	07/26/2023	0	95.00
			Vendor Subtotal:		95.00
1000-40-1641-65210	MUSCATINE POWER & WATER	June Base PRI	06/30/2023	0	44.58
			Vendor Subtotal:		44.58
1000-40-1641-65250	MUSCATINE POWER & WATER	June Fax - PW	06/30/2023	0	50.05
			Vendor Subtotal:		50.05
1000-40-1641-69400	APWA/ISOSWO	Membership - Public Works	07/26/2023	0	191.00
			Vendor Subtotal:		191.00
			Subtotal for FUND: 1000		150,719.81
3981-30-3982-61660	LENA RESEARCH FOUNDATION	Annual Fee	07/31/2023	0	10,646.00
			Vendor Subtotal:		10,646.00
3981-30-3983-65240	MUSCATINE POWER & WATER	June Channel 5 - Library	06/30/2023	0	330.83
			Vendor Subtotal:		330.83
			Subtotal for FUND: 3981		10,976.83
4180-40-4180-73200	HEUER CONSTRUCTION	Fulliam Ave Pay App #3	07/31/2023	0	69,368.69

		Vendor Subtotal:			69,368.69
		Subtotal for FUND: 4180			69,368.69
4195-40-4197-73200	HEUER CONSTRUCTION	Grandview Pay App #44	07/31/2023	0	11,460.47
		Vendor Subtotal:			11,460.47
		Subtotal for FUND: 4195			11,460.47
4205-50-4205-61420	VEENSTRA & KIMM INC	Replacement UV Disinfection System Pr	07/31/2023	0	6,588.00
4205-50-4205-61420	VEENSTRA & KIMM INC	June Replacement UV Disinfection Syste	06/30/2023	0	7,319.00
		Vendor Subtotal:			13,907.00
		Subtotal for FUND: 4205			13,907.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	West Hill Phase 5	06/30/2023	0	17,500.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	West Hill Phase 5	06/30/2023	0	87,863.00
		Vendor Subtotal:			105,363.00
4276-40-4276-61430	STEVE DALBEY	Inspection Services 7/10/23 - 7/23/23	07/31/2023	0	2,392.90
		Vendor Subtotal:			2,392.90
4276-40-4276-65275	MUSCATINE POWER & WATER	June Internet - Juniper	06/30/2023	0	62.97
		Vendor Subtotal:			62.97
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill Phase 5B Pay App #34	07/31/2023	0	137,279.12
		Vendor Subtotal:			137,279.12
4276-40-4276-73100	KE FLATWORK INC	West Hill Phase 6A & 6B Pay App #2	07/31/2023	0	11,174.40

				Vendor Subtotal:	11,174.40
				Subtotal for FUND: 4276	256,272.39
4278-40-4278-61420	STRAND ASSOC INC	June Redundant Force Main Phase II Des	06/30/2023	0	1,781.56
				Vendor Subtotal:	1,781.56
				Subtotal for FUND: 4278	1,781.56
4488-25-4488-61420	WATERSMITH ENGINEERING	Soccer Irrigation Engineering Services	07/31/2023	0	865.00
				Vendor Subtotal:	865.00
				Subtotal for FUND: 4488	865.00
4491-00-4493-73900	CR LANDSCAPING	Sunset Housing Culvert	07/31/2023	0	9,000.00
				Vendor Subtotal:	9,000.00
				Subtotal for FUND: 4491	9,000.00
4664-40-4664-74200	UNITED RENTALS (NORTH AMER)	1Lift for Public Works	07/31/2023	0	6,999.99 00024991
				Vendor Subtotal:	6,999.99
				Subtotal for FUND: 4664	6,999.99
4842-00-4846-68300	MUSSERVILLE UNITED CHURCH	Reimb	06/30/2023	0	87.28
				Vendor Subtotal:	87.28
				Subtotal for FUND: 4842	87.28
5211-40-5211-52300	PHELPS CUSTOM IMAGE WEAR	Unifoms - J Franklin	06/30/2023	0	176.68

		Vendor Subtotal:			176.68
5211-40-5211-61520	RIVER REHABILITATION INC	Pre-Employment - R Chambliss	06/30/2023	0	157.00
5211-40-5211-61520	RIVER REHABILITATION INC	Drug Screen - M Doyle	06/30/2023	0	12.00
		Vendor Subtotal:			169.00
5211-40-5211-65100	PIEPER VIDEO PRODUCTIONS	Commercial for New Buses on MPW	06/30/2023	0	499.00 00024671
		Vendor Subtotal:			499.00
5211-40-5211-65210	MUSCATINE POWER & WATER	June Base PRI	06/30/2023	0	78.02
		Vendor Subtotal:			78.02
		Subtotal for FUND: 5211			922.70
5311-05-5311-37360	WOLFE CONTRACTING INC	Reimb Meter Hood Deposit	07/31/2023	0	10.00
		Vendor Subtotal:			10.00
5311-05-5311-37360	MUDDY RIVERS CONCRETE	Reimb Meter Hood Deposit	07/31/2023	0	45.00
		Vendor Subtotal:			45.00
5311-05-5311-37360	IMPACT LIFE	Reimb Meter Hood Deposit	07/31/2023	0	20.00
		Vendor Subtotal:			20.00
5311-05-5311-52300	LEAH BROWER	Reimb Uniform - L Brower	07/26/2023	0	25.00
		Vendor Subtotal:			25.00
5311-05-5311-74200	MOTOROLA SOLUTIONS	Body Cams for Parking Attendants	06/30/2023	0	744.00 00023716
		Vendor Subtotal:			744.00

Subtotal for FUND: 5311					844.00
5451-25-5451-52100	D & K PRODUCTS	Ferromecc	07/26/2023	0	69.00 00024790
5451-25-5451-52100	D & K PRODUCTS	Pond Colorant	07/26/2023	0	262.20 00024790
5451-25-5451-52100	D & K PRODUCTS	21-0-4	07/26/2023	0	4,545.75 00024790
Vendor Subtotal:					4,876.95
5451-25-5451-52100	CENTRAL TURF AGRONOMY	Soils	07/31/2023	0	122.50 00024973
5451-25-5451-52100	CENTRAL TURF AGRONOMY	Humic	07/31/2023	0	195.00 00024973
5451-25-5451-52100	CENTRAL TURF AGRONOMY	Maxiplex	07/26/2023	0	500.00 00024922
Vendor Subtotal:					817.50
5451-25-5451-52250	D & K PRODUCTS	Captain	07/26/2023	0	302.00 00024834
5451-25-5451-52250	D & K PRODUCTS	Roundup	07/26/2023	0	395.50 00024834
Vendor Subtotal:					697.50
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Propiconazole	07/26/2023	0	300.40 00024794
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Ipro 2	07/26/2023	0	300.70 00024794
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Ipro 2	07/26/2023	0	79.30
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Mefenoxam	07/26/2023	0	300.95 00024794
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Phosphite	07/26/2023	0	2,130.00 00024794
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Tebuconazole	07/26/2023	0	185.19 00024794
Vendor Subtotal:					3,296.54
5451-25-5451-52720	SPRATT OIL SALES	Unleaded Gasoline	07/26/2023	0	1,645.77 00024940
Vendor Subtotal:					1,645.77
5451-25-5451-52730	SPRATT OIL SALES	Diesel	07/26/2023	0	1,010.60 00024940
Vendor Subtotal:					1,010.60
5451-25-5451-52830	SITEONE LANDSCAPE SUPPLY	Irrigation Hose	07/26/2023	0	225.00 00024789

		Vendor Subtotal:			225.00
5451-25-5451-52890	MENARDS (MUSC)	Adjustable Pin/Spacer/Coarse Salt	07/26/2023	0	76.86
5451-25-5451-52890	MENARDS (MUSC)	Utility Knife/Knives	07/26/2023	0	47.67
		Vendor Subtotal:			124.53
5451-25-5451-52890	PHILLIPS BROS RENTALS INC	Chain	07/26/2023	0	26.99
		Vendor Subtotal:			26.99
5451-25-5451-52890	VAN WALL EQUIPMENT INC.	Cart Arrow Signs	07/31/2023	0	204.00 00024821
5451-25-5451-52890	VAN WALL EQUIPMENT INC.	Case of Sparkleen	07/31/2023	0	80.00 00024821
5451-25-5451-52890	VAN WALL EQUIPMENT INC.	Shipping	07/31/2023	0	75.00
5451-25-5451-52890	VAN WALL EQUIPMENT INC.	Box of TeeTowels	07/31/2023	0	170.00 00024821
5451-25-5451-52890	VAN WALL EQUIPMENT INC.	Shipping	07/31/2023	0	40.00 00024821
		Vendor Subtotal:			569.00
5451-25-5451-53220	DAVIS EQUIP CORPORATION	Belts for Progressive	07/26/2023	0	115.48 00024822
5451-25-5451-53220	DAVIS EQUIP CORPORATION	Shipping	07/26/2023	0	23.36 00024822
		Vendor Subtotal:			138.84
5451-25-5451-53220	NAPA OF MUSCATINE	Connector Clips	07/26/2023	0	12.10
		Vendor Subtotal:			12.10
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Adjuster	07/31/2023	0	360.00 00024868
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Bolt	07/31/2023	0	5.32 00024868
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Eccentric	07/31/2023	0	59.48 00024868
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Adjuster	07/31/2023	0	0.32
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Shipping	07/31/2023	0	20.73 00024868
		Vendor Subtotal:			445.85
5451-25-5451-53320	WENDLING QUARRIES INC	Topdressing Sand	07/26/2023	0	450.00 00024791
5451-25-5451-53320	WENDLING QUARRIES INC	Topdressing Sand	07/26/2023	0	38.03

			Vendor Subtotal:		488.03
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	07/26/2023	0	75.73
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	07/26/2023	0	74.74
			Vendor Subtotal:		150.47
5451-25-5451-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	07/26/2023	0	45.00
			Vendor Subtotal:		45.00
5451-25-5451-62450	A TECH/FREEMAN ALARM	Security 8/1/23 - 10/31/23	08/01/2023	0	114.00
			Vendor Subtotal:		114.00
5451-25-5451-63300	CULLIGAN INC	Solar Salt	07/26/2023	0	79.95
			Vendor Subtotal:		79.95
5451-25-5451-65240	MUSCATINE POWER & WATER	June/July Machlink	07/31/2023	0	61.99
			Vendor Subtotal:		61.99
5451-25-5451-65310	ALLIANT ENERGY	June Gas - Golf	06/30/2023	0	43.93
			Vendor Subtotal:		43.93
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	June Power - Golf	06/30/2023	0	974.18
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	June Power - Golf	06/30/2023	0	1,028.26
			Vendor Subtotal:		2,002.44
5451-25-5452-52810	CALLAWAY GOLF COMPANY	Dozen Range Balls - Yellow	07/26/2023	0	3,250.00 00024835
			Vendor Subtotal:		3,250.00
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	07/31/2023	0	1,011.40

5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	07/26/2023	0	862.80
		Vendor Subtotal:			1,874.20
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	07/31/2023	0	750.25
		Vendor Subtotal:			750.25
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	07/31/2023	0	588.20
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	07/26/2023	0	213.35
		Vendor Subtotal:			801.55
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	07/31/2023	0	642.04
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	07/26/2023	0	681.64
		Vendor Subtotal:			1,323.68
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Callaway Supersoft Dozen	07/26/2023	0	479.04 00024867
5451-25-5452-52853	CALLAWAY GOLF COMPANY	ERC Soft Dozen	07/26/2023	0	358.68 00024875
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Chrome Soft Dozen	07/26/2023	0	681.12 00024875
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Freight	07/26/2023	0	37.50
		Vendor Subtotal:			1,556.34
5451-25-5452-52853	TITLEIST	Pro V1 Dozen Balls	07/26/2023	0	498.00 00024873
5451-25-5452-52853	TITLEIST	Pro V1 Dozen Balls	07/26/2023	0	3.02
		Vendor Subtotal:			501.02
5451-25-5452-65240	MUSCATINE POWER & WATER	June/July Machlink	07/31/2023	0	61.99
		Vendor Subtotal:			61.99
5451-25-5452-65510	MUSCATINE POWER & WATER	June Cable - Golf	06/30/2023	0	200.01
		Vendor Subtotal:			200.01

Subtotal for FUND: 5451					27,192.02
5461-25-5461-62260	PS3 Enterprises Inc.	Temp Sanitation	07/26/2023	0	95.00
Vendor Subtotal:					95.00
5461-25-5461-65320	MUSCATINE POWER & WATER	June Electric - River Center	06/30/2023	0	51.20
5461-25-5461-65320	MUSCATINE POWER & WATER	June Electric - Maint Shed	06/30/2023	0	116.69
Vendor Subtotal:					167.89
5461-25-5461-65410	MUSCATINE POWER & WATER	June Water - River Center	06/30/2023	0	9.56
5461-25-5461-65410	MUSCATINE POWER & WATER	June Water - Maint Shed	06/30/2023	0	24.17
Vendor Subtotal:					33.73
Subtotal for FUND: 5461					296.62
5642-45-5642-35210	MUNICIPAL COLLECTIONS OF AME	June Refuse Collection Fee	06/30/2023	0	3.88
Vendor Subtotal:					3.88
5642-45-5642-52300	AMAZON.COM	Uniform - M Fulton	07/31/2023	0	124.50
5642-45-5642-52300	AMAZON.COM	Uniform - M Fulton	07/31/2023	0	106.29
Vendor Subtotal:					230.79
5642-45-5642-52840	MITCHELL GRAHAM	First Aid Kits	07/26/2023	0	885.00 00024930
Vendor Subtotal:					885.00
5642-45-5642-52890	ULINE	Shipping	07/26/2023	0	129.94 00024832
5642-45-5642-52890	ULINE	Mattress Bags	07/26/2023	0	1,148.00 00024832
Vendor Subtotal:					1,277.94
5642-45-5642-65240	MUSCATINE POWER & WATER	June/July Machlink	07/31/2023	0	61.99

			Vendor Subtotal:		61.99
5642-45-5642-65260	US CELLULAR	July Cell Phones	07/31/2023	0	67.11
			Vendor Subtotal:		67.11
5642-45-5643-62260	PS3 Enterprises Inc.	Temp Sanitation	07/26/2023	0	95.00
			Vendor Subtotal:		95.00
			Subtotal for FUND: 5642		2,621.71
5652-45-5652-52890	MUSCATINE AG	Grass Seed	07/26/2023	0	325.00 00024892
			Vendor Subtotal:		325.00
5652-45-5652-52890	COUNTY MATERIALS CORP	Manhole Risers	06/30/2023	0	4,330.00 00024122
			Vendor Subtotal:		4,330.00
5652-45-5652-63300	PS3 Enterprises Inc.	Temp Sanitation	07/26/2023	0	95.00
			Vendor Subtotal:		95.00
5652-45-5652-69400	APWA/ISOSWO	Membership - Public Works	07/26/2023	0	191.00
			Vendor Subtotal:		191.00
			Subtotal for FUND: 5652		4,941.00
5658-45-5658-52840	FASTENAL COMPANY	Disposable Plugs	07/26/2023	0	12.26
			Vendor Subtotal:		12.26
5658-45-5658-52840	PHILLIPS BROS RENTALS INC	Helmet System	07/26/2023	0	66.99

Vendor Subtotal:					66.99
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Air Hose	07/26/2023	0	35.99
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Hose	07/26/2023	0	59.99
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Flap Discs	07/31/2023	0	19.98
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Wire Brush	07/31/2023	0	17.99
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Wire Brush	07/31/2023	0	17.99
Vendor Subtotal:					151.94
5658-45-5658-52890	MENARDS (MUSC)	Duster/Tissues	07/26/2023	0	23.70
Vendor Subtotal:					23.70
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	07/26/2023	0	11.51
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	07/26/2023	0	11.51
Vendor Subtotal:					23.02
5658-45-5658-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	07/26/2023	0	45.00
Vendor Subtotal:					45.00
5658-45-5658-62280	LIBERTY TIRE SERVICE OF OHIO L	Tire Recycling	07/26/2023	0	3,749.00
Vendor Subtotal:					3,749.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 7/23/23	07/31/2023	0	188.10
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 7/16/23	07/26/2023	0	180.00
Vendor Subtotal:					368.10
5658-45-5658-62450	A TECH/FREEMAN ALARM	Alarms 8/1/23 - 10/31/32	07/26/2023	0	84.00
Vendor Subtotal:					84.00
5658-45-5658-67320	WALZ SCALE	Replaced IQUBE Boards w/Analog Boar	07/31/2023	0	2,543.88 00025001

			Vendor Subtotal:		2,543.88
5658-45-5658-69900	GORDON FLESCH COMPANY	Copier	07/26/2023	0	27.00
			Vendor Subtotal:		27.00
			Subtotal for FUND: 5658		7,094.89
5660-50-5661-51100	STOREY KENWORTHY / MATT PAR	Office Supplies	07/26/2023	0	27.89 00024924
			Vendor Subtotal:		27.89
5660-50-5661-51300	STOREY KENWORTHY / MATT PAR	Toner	07/26/2023	0	299.27 00024924
			Vendor Subtotal:		299.27
5660-50-5661-52300	PHELPS CUSTOM IMAGE WEAR	Unifoms - J Koch	06/30/2023	0	196.95
			Vendor Subtotal:		196.95
5660-50-5661-65240	MUSCATINE POWER & WATER	June/July Machlink	07/31/2023	0	61.99
			Vendor Subtotal:		61.99
5660-50-5661-68300	MUSCATINE POWER & WATER	Qtrly MAGIC	07/26/2023	0	6,876.67
			Vendor Subtotal:		6,876.67
5660-50-5661-69900	IA DEPT OF NATURAL RESOURCES	WPDES Permit Fee	07/26/2023	0	1,275.00
			Vendor Subtotal:		1,275.00
5660-50-5662-35230	MUNICIPAL COLLECTIONS OF AMI	June Sewer Collection Fee	06/30/2023	0	97.78
			Vendor Subtotal:		97.78
5660-50-5662-52100	MENARDS (MUSC)	Round Up	07/26/2023	0	44.88

			Vendor Subtotal:		44.88
5660-50-5662-52220	MENARDS (MUSC)	Lime	07/26/2023	0	59.96
			Vendor Subtotal:		59.96
5660-50-5662-52400	MENARDS (MUSC)	Plates/Nozzle/Bleach	07/26/2023	0	38.71
			Vendor Subtotal:		38.71
5660-50-5662-52740	ARNOLD MOTOR SUPPLY	Oil	07/26/2023	0	56.64
			Vendor Subtotal:		56.64
5660-50-5662-52740	MOLO PETROLEUM	Oil	07/26/2023	0	169.30
5660-50-5662-52740	MOLO PETROLEUM	Chevron HiPerSyn Oil	06/30/2023	0	218.05 00024448
5660-50-5662-52740	MOLO PETROLEUM	Service Fee	06/30/2023	0	9.95
			Vendor Subtotal:		397.30
5660-50-5662-52830	MENARDS (MUSC)	Drop Cords	07/26/2023	0	86.14
			Vendor Subtotal:		86.14
5660-50-5662-52830	AMAZON.COM	Toilet Paper Dispenser/Paper Towel Disp	07/26/2023	0	19.99
			Vendor Subtotal:		19.99
5660-50-5662-52890	MENARDS (MUSC)	Rope	07/26/2023	0	37.98
			Vendor Subtotal:		37.98
5660-50-5662-53130	GRAINGER DEPT 802675066	Plumbing for HSW Sensor	07/26/2023	0	119.64 00024932
5660-50-5662-53130	GRAINGER DEPT 802675066	Plumbing for HSW Sensor	07/26/2023	0	0.10
5660-50-5662-53130	GRAINGER DEPT 802675066	Plumbing for HSW Sensor	07/26/2023	0	139.08 00024931
			Vendor Subtotal:		258.82

5660-50-5662-53220	FASTENAL COMPANY	Bolts	07/26/2023	0	249.00 00024855
5660-50-5662-53220	FASTENAL COMPANY	Bolts	07/26/2023	0	0.23
Vendor Subtotal:					249.23
5660-50-5662-53220	MENARDS (MUSC)	Rubber Adapter/Filter	07/26/2023	0	79.13
5660-50-5662-53220	MENARDS (MUSC)	Rivert/Cable Tie/Straps	07/26/2023	0	48.92
Vendor Subtotal:					128.05
5660-50-5662-65210	MUSCATINE POWER & WATER	June Phones - WRRF Plant	06/30/2023	0	103.97
5660-50-5662-65210	MUSCATINE POWER & WATER	June Phones - WRRF	06/30/2023	0	20.99
Vendor Subtotal:					124.96
5660-50-5662-65410	MUSCATINE POWER & WATER	June Water - WRRF Plant	06/30/2023	0	363.84
Vendor Subtotal:					363.84
5660-50-5662-65510	MUSCATINE POWER & WATER	June - WRRF	06/30/2023	0	62.97
Vendor Subtotal:					62.97
5660-50-5662-67320	UTILITY EQUIPMENT CO	Valves for Digester drain	06/30/2023	0	2,427.11 00024644
Vendor Subtotal:					2,427.11
5660-50-5662-69400	Kalli Anson	Reimb Op Certification Fees	07/31/2023	0	96.87
Vendor Subtotal:					96.87
5660-50-5663-53210	VAN METER INDUSTRIAL INC	Fuse for Progress Park	07/26/2023	0	307.80 00024903
Vendor Subtotal:					307.80
5660-50-5663-53220	ARNOLD MOTOR SUPPLY	Fittings	07/26/2023	0	55.12

			Vendor Subtotal:		55.12
5660-50-5663-53220	ZIMMER & FRANCESCON INC	New Impellor for Pump #1 at 57th Lift St	06/30/2023	0	5,612.00 00024423
			Vendor Subtotal:		5,612.00
5660-50-5663-65310	ALLIANT ENERGY	July Gas - Bond	07/26/2023	0	39.05
5660-50-5663-65310	ALLIANT ENERGY	July Gas - Stewart	07/26/2023	0	56.50
5660-50-5663-65310	ALLIANT ENERGY	July Gas - Love's	07/26/2023	0	8.53
5660-50-5663-65310	ALLIANT ENERGY	July Gas - Progress	07/26/2023	0	36.61
			Vendor Subtotal:		140.69
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Stormwater	07/26/2023	0	146.70
			Vendor Subtotal:		146.70
5660-50-5665-51300	STOREY KENWORTHY / MATT PAR	Lab Toner	07/26/2023	0	133.78 00024924
			Vendor Subtotal:		133.78
5660-50-5665-52210	MENARDS (MUSC)	Cooler	07/26/2023	0	12.99
			Vendor Subtotal:		12.99
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Recycling Services	07/26/2023	0	446.22
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Tongs	07/26/2023	0	15.90
			Vendor Subtotal:		462.12
5660-50-5665-52300	Zachary Anderson	Reimb Uniforms - Z Anderson	07/26/2023	0	73.77
			Vendor Subtotal:		73.77
5660-50-5665-52400	MENARDS (MUSC)	Squeegee Bucket	07/26/2023	0	21.99
			Vendor Subtotal:		21.99

5660-50-5665-52400	AMAZON.COM	Paper Towels	07/26/2023	0	91.35
		Vendor Subtotal:			91.35
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	06/30/2023	0	20.39
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Credit On Account	06/30/2023	0	-45.47
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	06/30/2023	0	425.19 00024730
		Vendor Subtotal:			400.11
5660-50-5666-53220	MENARDS (MUSC)	Golf Umbrella/Duct Tape	07/26/2023	0	37.25
		Vendor Subtotal:			37.25
5660-50-5666-53220	AMAZON.COM	Oars	07/26/2023	0	91.78
		Vendor Subtotal:			91.78
5660-50-5666-53220	ELLCOTT DREDGE TECHNOLOGIE	Shipping	07/26/2023	0	17.71
5660-50-5666-53220	ELLCOTT DREDGE TECHNOLOGIE	Valve	07/26/2023	0	212.00
5660-50-5666-53220	ELLCOTT DREDGE TECHNOLOGIE	Dredge Fittings	07/26/2023	0	124.50
		Vendor Subtotal:			354.21
5660-50-5666-62530	MCDOWELL CRANE & RIGGING	Crane Fee for Dredge	07/31/2023	0	819.00 00024986
		Vendor Subtotal:			819.00
5660-50-5668-52830	GRAINGER DEPT 802675066	Flange Nut/Grinding Wheel	06/30/2023	0	21.67
		Vendor Subtotal:			21.67
		Subtotal for FUND: 5660			22,071.33
5664-40-5664-51100	AMAZON.COM	Cell Phone Cover	07/26/2023	0	23.98
		Vendor Subtotal:			23.98

5664-40-5664-64120	ZACK ETZEL	Reimb Mileage 6/20/23-6/21/23	06/30/2023	0	257.24
		Vendor Subtotal:			257.24
5664-40-5664-68200	MUSCATINE POWER & WATER	Qtrly MAGIC	07/26/2023	0	6,876.66
		Vendor Subtotal:			6,876.66
5664-40-5664-69400	APWA/ISOSWO	Membership - Public Works	07/26/2023	0	191.00
		Vendor Subtotal:			191.00
5664-50-5667-62530	PS3 Enterprises Inc.	Temp Sanitation	07/26/2023	0	165.00
		Vendor Subtotal:			165.00
		Subtotal for FUND: 5664			7,513.88
5711-10-5711-61650	CARVER AERO INC	August 2023	08/01/2023	0	3,875.00
		Vendor Subtotal:			3,875.00
		Subtotal for FUND: 5711			3,875.00
5811-00-0000-11500	MUNICIPAL COLLECTIONS OF AME	June Collection Agent Fee	06/30/2023	0	1,391.60
		Vendor Subtotal:			1,391.60
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Bandages	07/26/2023	0	98.16
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#16415 Self-adhering Cohesive Bandage	07/26/2023	0	9.80 00024861
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Eviden	07/26/2023	0	59.62 00024861
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#E6254 SurgiLance Fixed Depth Safety	07/26/2023	0	19.99 00024861
		Vendor Subtotal:			187.57
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Front Brake Pads for Ambulances 353 &	06/30/2023	0	134.40 00024656
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Rear Brake Pads for Ambulances 353 &	06/30/2023	0	164.36 00024656

		Vendor Subtotal:			298.76
5811-20-5811-61140	PCC INC	Ambulance Billing June 2023	06/30/2023	0	25,864.63
		Vendor Subtotal:			25,864.63
5811-20-5811-62220	STERICYCLE INC	Medical Waste Hauling	07/26/2023	0	224.15
		Vendor Subtotal:			224.15
5811-20-5811-62370	LUPTON & TOYNE PRINTERS	ABN Forms	07/26/2023	0	70.00
		Vendor Subtotal:			70.00
5811-20-5811-62370	MAILBOXES & PARCEL DEPOT	15 Sets of Updated Protocols & Procedur	06/30/2023	0	205.35 00024192
5811-20-5811-62370	MAILBOXES & PARCEL DEPOT	Balance of Fees for 15 Copies of Updatec	06/30/2023	0	152.10 00024213
		Vendor Subtotal:			357.45
5811-20-5811-65240	MUSCATINE POWER & WATER	June Internet - Fire Station 2	06/30/2023	0	262.77
		Vendor Subtotal:			262.77
5811-20-5811-69200	PACK-N-SHIP	Shipping	07/26/2023	0	66.30
		Vendor Subtotal:			66.30
		Subtotal for FUND: 5811			28,723.23
7625-40-7625-52720	SPRATT OIL SALES	Gas for Tank #1	07/26/2023	0	3,250.00 00024979
		Vendor Subtotal:			3,250.00
7625-40-7625-53210	NAPA OF MUSCATINE	Blade/Filters	07/26/2023	0	70.42
7625-40-7625-53210	NAPA OF MUSCATINE	Battery Accessories	07/31/2023	0	29.68
7625-40-7625-53210	NAPA OF MUSCATINE	Filter	07/31/2023	0	15.18

		Vendor Subtotal:			115.28
7625-40-7625-53210	RAINBO OIL CO-JET BULK OIL	DEF for Stock	07/26/2023	0	219.80 00024856
7625-40-7625-53210	RAINBO OIL CO-JET BULK OIL	DEF for Stock	07/26/2023	0	0.20
		Vendor Subtotal:			220.00
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filter/Lubricant	07/31/2023	0	48.58
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters	07/26/2023	0	70.19
		Vendor Subtotal:			118.77
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Rocker Switch	07/26/2023	0	30.40
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hydroboost for 63	07/26/2023	0	375.00 00024957
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Multifunction Switch for 400	07/26/2023	0	149.26 00024975
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hoses Calipers for 105	07/26/2023	0	185.69 00024976
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Pitman Arm for 400	07/26/2023	0	110.35 00024943
		Vendor Subtotal:			850.70
7625-40-7625-53220	COURTESY FORD	Engine for 253	06/30/2023	0	5,549.00 00024711
7625-40-7625-53220	COURTESY FORD	Engine for 253	06/30/2023	0	5,053.60
		Vendor Subtotal:			10,602.60
7625-40-7625-53220	FASTENAL COMPANY	Jobber/Hardware	06/30/2023	0	46.57
7625-40-7625-53220	FASTENAL COMPANY	Hardware	06/30/2023	0	19.10
7625-40-7625-53220	FASTENAL COMPANY	Hardware	06/30/2023	0	17.52
		Vendor Subtotal:			83.19
7625-40-7625-53220	HOGLUND BUS CO. INC.	Joystick Controller for 261	06/30/2023	0	576.68 00024284
7625-40-7625-53220	HOGLUND BUS CO. INC.	Shipping	06/30/2023	0	43.83
		Vendor Subtotal:			620.51
7625-40-7625-53220	MENARDS (MUSC)	Utility Knife	07/26/2023	0	14.99
7625-40-7625-53220	MENARDS (MUSC)	Seal/Guard	07/26/2023	0	75.92

Vendor Subtotal:					90.91
7625-40-7625-53220	NAPA OF MUSCATINE	Nozzle	07/26/2023	0	17.78
7625-40-7625-53220	NAPA OF MUSCATINE	Blade	07/26/2023	0	22.12
7625-40-7625-53220	NAPA OF MUSCATINE	Wiper	07/26/2023	0	23.46
7625-40-7625-53220	NAPA OF MUSCATINE	Steering Stabilizer	07/26/2023	0	43.30
7625-40-7625-53220	NAPA OF MUSCATINE	Wipers	07/26/2023	0	29.33
7625-40-7625-53220	NAPA OF MUSCATINE	Compressor	07/26/2023	0	84.45
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	07/26/2023	0	38.70
7625-40-7625-53220	NAPA OF MUSCATINE	Hydroboost for 63	07/26/2023	0	206.99 00024915
7625-40-7625-53220	NAPA OF MUSCATINE	Filter Kit	07/31/2023	0	45.56
7625-40-7625-53220	NAPA OF MUSCATINE	Return	07/31/2023	0	-206.99
Vendor Subtotal:					304.70
7625-40-7625-53220	SELL'S USED PARTS & TOWING	Control Arm #105	07/01/2023	0	90.00
Vendor Subtotal:					90.00
7625-40-7625-53220	TRUCK COUNTRY OF IOWA	DEF Sensor for 434	07/31/2023	0	953.69 00025006
Vendor Subtotal:					953.69
7625-40-7625-53220	AMAZON.COM	Fans for 251	07/26/2023	0	251.22 00024914
7625-40-7625-53220	AMAZON.COM	Fans for 251	07/26/2023	0	14.42
Vendor Subtotal:					265.64
7625-40-7625-53220	EMAG MUSCATINE FD LLC	Panel for 706	07/31/2023	0	207.42 00024928
Vendor Subtotal:					207.42
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Extra Key for 756	07/31/2023	0	144.90 00024858
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Extra Key for 756	07/31/2023	0	134.65
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Pump	07/31/2023	0	30.63
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Bumper	06/30/2023	0	49.42
Vendor Subtotal:					359.60

7625-40-7625-61340	SYN-TECH SYSTEMS	Online Support for Fuelmaster	07/26/2023	0	550.00
		Vendor Subtotal:			550.00
7625-40-7625-62530	CENTRAL PETROLEUM EQUIP CO	Emergency Repair	07/01/2023	0	141.00
		Vendor Subtotal:			141.00
7625-40-7625-67130	DOUGLAS C REIST	Tow #434 to Truck Country	07/31/2023	0	800.00
		Vendor Subtotal:			800.00
7625-40-7625-67130	GTG PETERBILT - DAVENPORT	Fuel Pressure Sensor in 439	06/30/2023	0	623.09 00024679
		Vendor Subtotal:			623.09
7625-40-7625-67130	SADLER POWER TRAIN INC	Rebuild and Balance Driveshaft for 117	07/31/2023	0	750.48 00025035
		Vendor Subtotal:			750.48
7625-40-7625-67130	TRUCK AND AUTO REPAIR	Inspections	07/01/2023	0	281.00 00024890
		Vendor Subtotal:			281.00
7625-40-7625-67130	GARAGE 5SIX3	Alignment #400	07/31/2023	0	97.20
		Vendor Subtotal:			97.20
7625-40-7625-67130	EMAG MUSCATINE CBG LLC	AC Condensor Replacement on 750	06/30/2023	0	1,004.36 00024302
7625-40-7625-67130	EMAG MUSCATINE CBG LLC	AC Condensor Replacement on 750	06/30/2023	0	1,096.86
		Vendor Subtotal:			2,101.22
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	07/31/2023	0	47.90
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	07/01/2023	0	95.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for RC15	07/01/2023	0	117.00 00025042
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 706	07/26/2023	0	613.72 00024897
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 706	07/26/2023	0	47.60
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	251/254/259/436/744 Repairs	07/26/2023	0	211.20 00024977

		Vendor Subtotal:			1,132.42
7625-40-7625-67140	EASTERN IOWA TIRE INC	Tires for 256	07/26/2023	0	505.84 00024942
7625-40-7625-67140	EASTERN IOWA TIRE INC	Trailer Tires/Recaps	07/26/2023	0	1,609.50 00024877
		Vendor Subtotal:			2,115.34
7625-40-7625-74200	DELL MARKETING L.P.	MFS22 Micro All-in-One Stand	07/26/2023	0	96.19 00024880
7625-40-7625-74200	DELL MARKETING L.P.	U3023E UltraSharp 30" Monitor	07/26/2023	0	572.30 00024880
7625-40-7625-74200	DELL MARKETING L.P.	OptiPlex Micro Plus	07/26/2023	0	1,062.01 00024880
		Vendor Subtotal:			1,730.50
7625-40-7625-74200	NOREGON	JPRO Scan Tool for the Shop	07/26/2023	0	2,220.00 00024854
7625-40-7625-74200	NOREGON	JPRO Scan Tool for the Shop	07/26/2023	0	0.06
		Vendor Subtotal:			2,220.06
		Subtotal for FUND: 7625			30,675.32
7635-00-7635-51100	AMAZON.COM	5 x 8 Legal Pads	07/31/2023	0	59.76 00025029
7635-00-7635-51100	AMAZON.COM	10 x 13 White Envelopes	07/31/2023	0	76.29 00025029
7635-00-7635-51100	AMAZON.COM	5210/2001 Okidate Ribbons	07/31/2023	0	13.92 00025029
		Vendor Subtotal:			149.97
		Subtotal for FUND: 7635			149.97
7921-00-7921-69900	FRIENDS OF THE MUSSER PUBLIC	Reimb 7/1/22 - 6/30/23	06/30/2023	0	1,942.51
		Vendor Subtotal:			1,942.51
7921-00-7921-69900	SECTION 8 PROGRAM CITY OF MUS	Offset Collections - Rudolph from State	06/30/2023	0	1,194.70
		Vendor Subtotal:			1,194.70

Subtotal for FUND: 7921					3,137.21
7940-00-7940-65210	MUSCATINE POWER & WATER	June Base PRI	06/30/2023	0	78.02
Vendor Subtotal:					78.02
7940-00-7940-65240	MUSCATINE POWER & WATER	June/July Machlink	07/31/2023	0	123.98
Vendor Subtotal:					123.98
Subtotal for FUND: 7940					202.00
8370-00-8370-74200	MENARDS (MUSC)	Materials for Conex Container Build-Out	07/26/2023	0	489.11 00024902
8370-00-8370-74200	MENARDS (MUSC)	Corner Brase/Washers/Reflective Tape	07/26/2023	0	23.10
8370-00-8370-74200	MENARDS (MUSC)	Corner Brase	07/26/2023	0	4.99
8370-00-8370-74200	MENARDS (MUSC)	Misc. Building/Painting Supplies for Con	07/26/2023	0	379.03 00024935
Vendor Subtotal:					896.23
Subtotal for FUND: 8370					896.23
8400-05-8400-74100	SIGN PRO	Install Graphics for Squads 757 and 758	07/31/2023	0	740.00 00025008
Vendor Subtotal:					740.00
Subtotal for FUND: 8400					740.00
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 7/21/23	07/26/2023	0	3,272.97
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 7/21/23	07/26/2023	0	85.70
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 7/21/23	07/26/2023	0	4.23
Vendor Subtotal:					3,362.90
9002-90-9020-41901	AMAZON.COM	Charger	07/26/2023	0	33.87
9002-90-9020-41901	AMAZON.COM	Charger	07/26/2023	0	15.90

		Vendor Subtotal:		49.77
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE' Phone Allowance 7/21/23	07/26/2023	0	4.50
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE' June Base PRI	06/30/2023	0	14.82
		Vendor Subtotal:		19.32
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Wages 7/21/23	07/26/2023	0	1,895.72
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 7/21/23	07/26/2023	0	1,168.41
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Longevity 7/21/23	07/26/2023	0	4.55
		Vendor Subtotal:		3,068.68
9002-90-9020-44201	MENARDS (MUSC) Paper Towels	07/31/2023	0	92.90
9002-90-9020-44201	MENARDS (MUSC) Pail/Boiler Drain	07/26/2023	0	26.47
		Vendor Subtotal:		119.37
9002-90-9020-44204	MENARDS (MUSC) E Ring/Penetrant	07/31/2023	0	11.68
9002-90-9020-44204	MENARDS (MUSC) Kickplate	07/31/2023	0	24.98
		Vendor Subtotal:		36.66
9002-90-9020-44206	AMAZON.COM Single Clear Knob Handle Kit	07/26/2023	0	60.00
		Vendor Subtotal:		60.00
9002-90-9020-44301	CITY OF MUSCATINE August 2023 Refuse	08/01/2023	0	182.32
		Vendor Subtotal:		182.32
9002-90-9020-44303	SPANN'S PEST CONTROL LLC DOS 7-13-23 CH 310/306/304 Bed Bug T	07/31/2023	0	300.00 00024784
9002-90-9020-44303	SPANN'S PEST CONTROL LLC DOS 7-6-23 CH 513/511/205 Bed Bug T	07/31/2023	0	300.00 00024784
9002-90-9020-44303	SPANN'S PEST CONTROL LLC DOS 7-6-23 CH 513/511/205 Bed Bug T	07/31/2023	0	140.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC Pest Control #1105	07/31/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC Pest Control #704	07/31/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC Pest Control #1103	07/31/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC Pest Control #504	07/31/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC DOS 7-20-23 CH 511/205 Bed Bug	07/31/2023	0	200.00 00024908

9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #404	07/31/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #412	07/31/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 7-27-23 CH 310 306 & 304 Bed Bu	07/31/2023	0	300.00 00024945
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #1105	07/31/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #504	07/31/2023	0	20.00
Vendor Subtotal:					1,400.00
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA	Elevator Repair	07/26/2023	0	587.50
Vendor Subtotal:					587.50
9002-90-9020-44315	A-1 QUALITY TIRE & CAR CARE	CH 403 Paint Walls (2 coats)	07/26/2023	0	500.00 00024884
9002-90-9020-44315	A-1 QUALITY TIRE & CAR CARE	CH 403 Paint Walls (2 coats)	07/26/2023	0	166.20
Vendor Subtotal:					666.20
9002-90-9020-44318	BURNS & SON'S DIRECT APPLIANC	CH 5th Floor Washer: Labor	07/31/2023	0	180.00 00024881
9002-90-9020-44318	BURNS & SON'S DIRECT APPLIANC	CH 5th Floor Washer: Impeller	07/31/2023	0	71.99 00024881
9002-90-9020-44318	BURNS & SON'S DIRECT APPLIANC	CH 5th Floor Washer: Service Call	07/31/2023	0	79.00 00024881
Vendor Subtotal:					330.99
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 7/21/23	07/26/2023	0	32.61
Vendor Subtotal:					32.61
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'	FICA 7/21/23	07/26/2023	0	457.18
Vendor Subtotal:					457.18
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 7/21/23	07/26/2023	0	603.52
Vendor Subtotal:					603.52
9002-90-9020-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 7/21/23	07/26/2023	0	3,937.63
Vendor Subtotal:					3,937.63

9002-90-9020-45404	CITY OF MUSCATINE HOUSING RE' Life Insurance 7/21/23	07/26/2023	0	20.49
	Vendor Subtotal:			20.49
9002-90-9020-45405	CITY OF MUSCATINE HOUSING RE' Dental Insurance 7/21/23	07/26/2023	0	67.69
	Vendor Subtotal:			67.69
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 7/21/23	07/26/2023	0	26.17
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE' LTD BW Insurance 7/21/23	07/26/2023	0	3.19
	Vendor Subtotal:			29.36
	Subtotal for FUND: 9002			15,032.19
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 7/21/23	07/26/2023	0	1,004.79
	Vendor Subtotal:			1,004.79
9004-90-9040-41904	CITY OF MUSCATINE HOUSING RE' June Base PRI	06/30/2023	0	7.02
	Vendor Subtotal:			7.02
9004-90-9040-43700	ALLIANT ENERGY June Gas - Hershey	06/30/2023	0	276.42
	Vendor Subtotal:			276.42
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Wages 7/21/23	07/26/2023	0	947.87
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 7/21/23	07/26/2023	0	1,205.64
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Longevity 7/21/23	07/26/2023	0	12.03
	Vendor Subtotal:			2,165.54
9004-90-9040-44201	MENARDS (MUSC) Floor Scrub/Glade	07/26/2023	0	61.41
	Vendor Subtotal:			61.41
9004-90-9040-44210	MENARDS (MUSC) Connectors	07/26/2023	0	49.99

		Vendor Subtotal:		49.99	
9004-90-9040-44301	CITY OF MUSCATINE	August 2023 Refuse	08/01/2023	0	98.20
		Vendor Subtotal:		98.20	
9004-90-9040-44305	JOHNSON CONTROLS SECURITY SC	Alarms 8/1/23 - 10/31/23	08/01/2023	0	1,881.39
		Vendor Subtotal:		1,881.39	
9004-90-9040-44311	KELLY HEATING COOLING & PLBGHM	Flushing Port Installation Parts/Supp	06/30/2023	0	310.00 00024214
9004-90-9040-44311	KELLY HEATING COOLING & PLBGHM	Flushing Port Installation Labor	06/30/2023	0	990.00 00024214
		Vendor Subtotal:		1,300.00	
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 7/21/23	07/26/2023	0	21.96
		Vendor Subtotal:		21.96	
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE'	FICA 7/21/23	07/26/2023	0	232.22
		Vendor Subtotal:		232.22	
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 7/21/23	07/26/2023	0	299.30
		Vendor Subtotal:		299.30	
9004-90-9040-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 7/21/23	07/26/2023	0	656.28
		Vendor Subtotal:		656.28	
9004-90-9040-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 7/21/23	07/26/2023	0	7.03
		Vendor Subtotal:		7.03	
9004-90-9040-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 7/21/23	07/26/2023	0	27.40

			Vendor Subtotal:	27.40
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 7/21/23	07/26/2023	0	9.46
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE' LTD BW Insurance 7/21/23	07/26/2023	0	1.60
			Vendor Subtotal:	11.06
			Subtotal for FUND: 9004	8,100.01
9006-90-9060-36920	MUNICIPAL COLLECTIONS OF AMI Agent Fee Net of Collections - Nathya	06/30/2023	0	46.36
			Vendor Subtotal:	46.36
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 7/21/23	07/26/2023	0	1,870.51
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Part-Time Wages 7/21/23	07/26/2023	0	85.68
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Longevity 7/21/23	07/26/2023	0	2.60
			Vendor Subtotal:	1,958.79
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE' Phone Allowance 7/21/23	07/26/2023	0	3.00
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE' June Base PRI	06/30/2023	0	7.02
			Vendor Subtotal:	10.02
9006-90-9060-41910	TEMP ASSOCIATES Temp Employee Week Ending 7/16/23	07/26/2023	0	862.05
			Vendor Subtotal:	862.05
9006-90-9060-43100	MUSCATINE POWER & WATER July Water - 2700 Apt A	07/26/2023	0	13.47
			Vendor Subtotal:	13.47
9006-90-9060-43200	MUSCATINE POWER & WATER July Electric - 2700 Apt A	07/26/2023	0	27.00
			Vendor Subtotal:	27.00
9006-90-9060-43700	ALLIANT ENERGY July Gas - 2708 Apt D	07/31/2023	0	43.26

9006-90-9060-43700	ALLIANT ENERGY	June Gas - 2900 Apt E	06/30/2023	0	3.08
9006-90-9060-43700	ALLIANT ENERGY	June Gas - 2704 Apt A	06/30/2023	0	13.20
9006-90-9060-43700	ALLIANT ENERGY	June Gas - Sunset Office	06/30/2023	0	33.53
9006-90-9060-43700	ALLIANT ENERGY	June Gas - Sunset Garage	06/30/2023	0	36.61
9006-90-9060-43700	ALLIANT ENERGY	June Gas - 2700 Apt A	06/30/2023	0	46.55
9006-90-9060-43700	ALLIANT ENERGY	June Gas - 2800 Apt C	06/30/2023	0	13.20
Vendor Subtotal:					189.43
9006-90-9060-43900	MUSCATINE POWER & WATER	July Sewer - 2700 Apt A	07/26/2023	0	23.30
Vendor Subtotal:					23.30
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'Maint Longevity 7/21/23		07/26/2023	0	6.17
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'Maint Full-Time Wages 7/21/23		07/26/2023	0	2,247.22
Vendor Subtotal:					2,253.39
9006-90-9060-44201	MUSCATINE LUMBER	Gorilla Glue	07/26/2023	0	14.99
Vendor Subtotal:					14.99
9006-90-9060-44204	MARK A DIERCKS	Master Key Cylinders	07/31/2023	0	30.00
Vendor Subtotal:					30.00
9006-90-9060-44204	MENARDS (MUSC)	Retaining Rings/E Ring	07/31/2023	0	15.22
9006-90-9060-44204	MENARDS (MUSC)	Safety Hasp	07/31/2023	0	23.92
Vendor Subtotal:					39.14
9006-90-9060-44204	PLUMB SUPPLY COMPANY	SS Floor Registers Brown 4 x14	06/30/2023	0	338.64 00024610
9006-90-9060-44204	PLUMB SUPPLY COMPANY	SS Floor Registers Brown 6 x14	06/30/2023	0	64.80 00024610
Vendor Subtotal:					403.44
9006-90-9060-44205	MENARDS (MUSC)	Outlet/Adapter	07/26/2023	0	44.15
Vendor Subtotal:					44.15

9006-90-9060-44206	PLUMB SUPPLY COMPANY	Connectors	07/26/2023	0	42.48
		Vendor Subtotal:			42.48
9006-90-9060-44207	SHERWIN WILLIAMS	Paint	07/31/2023	0	11.19
9006-90-9060-44207	SHERWIN WILLIAMS	SS Rehab Paint Stock: (Natural Linen) pc	07/31/2023	0	518.00 00025038
		Vendor Subtotal:			529.19
9006-90-9060-44210	MENARDS (MUSC)	Connectors	07/26/2023	0	49.99
		Vendor Subtotal:			49.99
9006-90-9060-44218	HD SUPPLY FACILITIES MAINT	Drip Bowl	07/26/2023	0	86.75
		Vendor Subtotal:			86.75
9006-90-9060-44301	CITY OF MUSCATINE	August 2023 Refuse	08/01/2023	0	320.00
		Vendor Subtotal:			320.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 7-20-23 SSP 2812C Bed Bug	07/31/2023	0	150.00 00024908
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 7-6-23 SSP 2812C Bed Bug Treatm	07/31/2023	0	150.00 00024784
		Vendor Subtotal:			300.00
9006-90-9060-44310	MICHAEL W SCHULTE	Screen Repair	07/31/2023	0	36.60
		Vendor Subtotal:			36.60
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Clean Floor Drain Utility Room 2900 D	07/26/2023	0	160.00
		Vendor Subtotal:			160.00
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 7/21/23	07/26/2023	0	23.61
		Vendor Subtotal:			23.61

9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'FICA 7/21/23	07/26/2023	0	297.78
	Vendor Subtotal:			297.78
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'IPERS 7/21/23	07/26/2023	0	394.04
	Vendor Subtotal:			394.04
9006-90-9060-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 7/21/23	07/26/2023	0	2,250.07
	Vendor Subtotal:			2,250.07
9006-90-9060-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 7/21/23	07/26/2023	0	13.14
	Vendor Subtotal:			13.14
9006-90-9060-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 7/21/23	07/26/2023	0	54.78
	Vendor Subtotal:			54.78
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 7/21/23	07/26/2023	0	14.34
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 7/21/23	07/26/2023	0	11.17
	Vendor Subtotal:			25.51
9006-90-9060-75200	CARVER CONSTRUCTION SS 2700E Cabinet Installation @ \$50 per	06/30/2023	0	1,975.00 00024544
9006-90-9060-75200	CARVER CONSTRUCTION SS 2704A Cabinet Installation per hour	06/30/2023	0	1,875.00 00024545
9006-90-9060-75200	CARVER CONSTRUCTION SS 2704 B Cabinet Installation per hour	06/30/2023	0	1,875.00 00024546
9006-90-9060-75200	CARVER CONSTRUCTION SS 2700A Cabinet Instillation @ \$50 per l	06/30/2023	0	1,875.00 00024543
	Vendor Subtotal:			7,600.00
	Subtotal for FUND: 9006			18,099.47
9007-90-9070-33002	MUNICIPAL COLLECTIONS OF AMI Agent Fee - Rudolph Collections	06/30/2023	0	59.74
9007-90-9070-33002	MUNICIPAL COLLECTIONS OF AMI MCOA Net Collection - Valverde	06/30/2023	0	-56.25

		Vendor Subtotal:		3.49
9007-90-9070-33004	MUNICIPAL COLLECTIONS OF AMI Agent Fee - Rudolph Collections	06/30/2023	0	59.73
9007-90-9070-33004	MUNICIPAL COLLECTIONS OF AMI MCOA Net Collection - Valverde	06/30/2023	0	-56.25
		Vendor Subtotal:		3.48
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 7/21/23	07/26/2023	0	4,402.37
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Part-Time Wages 7/21/23	07/26/2023	0	685.53
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Longevity 7/21/23	07/26/2023	0	6.83
		Vendor Subtotal:		5,094.73
9007-90-9070-41902	SYCAMORE PRINTING INC Briefing Presentation	07/26/2023	0	252.00 00024773
9007-90-9070-41902	SYCAMORE PRINTING INC Briefing Packet	07/26/2023	0	1,075.00 00024773
9007-90-9070-41902	SYCAMORE PRINTING INC TIF Packets	07/26/2023	0	235.00 00024773
		Vendor Subtotal:		1,562.00
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE' June Base PRI	06/30/2023	0	49.16
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE' Phone Allowance 7/21/23	07/26/2023	0	1.50
		Vendor Subtotal:		50.66
9007-90-9070-41904	MUSCATINE POWER & WATER June Phones - Housing Fax	06/30/2023	0	22.39
		Vendor Subtotal:		22.39
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE' Unemployment 7/21/23	07/26/2023	0	32.29
		Vendor Subtotal:		32.29
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE' FICA 7/21/23	07/26/2023	0	355.03
		Vendor Subtotal:		355.03
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE' IPERS 7/21/23	07/26/2023	0	452.18

			Vendor Subtotal:		452.18
9007-90-9070-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 7/21/23	07/26/2023	0	3,258.78
			Vendor Subtotal:		3,258.78
9007-90-9070-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 7/21/23	07/26/2023	0	16.97
			Vendor Subtotal:		16.97
9007-90-9070-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 7/21/23	07/26/2023	0	66.08
			Vendor Subtotal:		66.08
9007-90-9070-45406	CITY OF MUSCATINE HOUSING RE'	LTD Insurance 7/21/23	07/26/2023	0	25.44
			Vendor Subtotal:		25.44
9007-90-9070-47150	FULTON PLACE LTD PARTNERSHIP	Late Interim M Lamp	08/01/2023	0	284.00
			Vendor Subtotal:		284.00
9007-90-9070-47150	KEMPEN REAL ESTATE LLC	New HAP T James 22 of 31 Days July	07/31/2023	0	469.00
			Vendor Subtotal:		469.00
9007-90-9070-47150	HARRISON LOFTS LLC	New HAP M Swinscoe 26 of 31 Days Jul	07/31/2023	0	616.00
			Vendor Subtotal:		616.00
9007-90-9070-47150	COLORADO SENIOR LOFTS LLC	New HAP M Willey Full July	07/31/2023	0	427.00
			Vendor Subtotal:		427.00
9007-90-9070-47150	KOLE BILLICK	Late Interim August OBrien	08/01/2023	0	39.00
			Vendor Subtotal:		39.00

9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 7/21/23	07/26/2023	0	1,818.81
	Vendor Subtotal:			1,818.81
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE' Unemployment 7/21/23	07/26/2023	0	16.34
	Vendor Subtotal:			16.34
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE' FICA 7/21/23	07/26/2023	0	126.41
	Vendor Subtotal:			126.41
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE' IPERS 7/21/23	07/26/2023	0	171.69
	Vendor Subtotal:			171.69
9007-90-9071-45403	CITY OF MUSCATINE HOUSING RE' Health Insurance 7/21/23	07/26/2023	0	1,289.98
	Vendor Subtotal:			1,289.98
9007-90-9071-45404	CITY OF MUSCATINE HOUSING RE' Life Insurance 7/21/23	07/26/2023	0	6.00
	Vendor Subtotal:			6.00
9007-90-9071-45405	CITY OF MUSCATINE HOUSING RE' Dental Insurance 7/21/23	07/26/2023	0	32.23
	Vendor Subtotal:			32.23
9007-90-9071-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 7/21/23	07/26/2023	0	10.25
	Vendor Subtotal:			10.25
	Subtotal for FUND: 9007			16,250.23
	Report Total:			730,818.03



City of Muscatine

ITEM NUMBER 2023-0383

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Nancy Lueck, Finance Director
Carol Webb, City Administrator

SUBJECT

Resolution Approving Development Agreement with Musco Sports Lighting, LLC, Authorizing Annual Appropriation Tax Increment Payments, and Pledging Certain Tax Increment Revenues for the Payment of the Agreement- Public Hearing A

EXECUTIVE SUMMARY

City Council previously gave consensus approval for the City to proceed with entering into a Development Agreement with Musco Sports Lighting, LLC., for the expansion of their Muscatine facilities. Phase 1 of the project involves construction of a pole building at 1911 Stewart Road. On July 20, 2023, the City Council set August 3, 2023 as the date for the required public hearing on the proposed development agreement.

After the public hearing on August 3, City Council can consider the resolution approving the Development Agreement.

STAFF RECOMMENDATION

Staff recommends approval of the resolution approving this development agreement.

BACKGROUND/DISCUSSION

At the February 9, 2023 In Depth meeting, City Council gave consensus approval for the City to proceed with entering into a Development Agreement and TIF Rebate with Musco Sports Lighting, LLC for the expansion of their Muscatine facilities. The proposed development agreement would provide for a 10-year, 50% tax increment (TIF) rebate up to a maximum total rebate amount not to exceed \$500,000.

This project involves the construction of a new pole building to be located at 1911 Stewart Road.

CITY FINANCIAL IMPACT

This project will be funded from future incremental property taxes (TIF) funds, and as such, will have no impact on the current City budget.

ATTACHMENTS

1. Res Hold Hrg and Approve Dev Agmt - Musco (Muscatine-70 2023)-v2.8-3-23
2. Development Agreement (Musco Lighting) (Muscatine #70 2023)-v2.8-3-23

July 26, 2023

VIA EMAIL

Carol Webb
City Administrator/City Hall
Muscatine, IA

Re: Musco Sports Lighting, LLC Development Agreement
File No. 421464-70

Dear Carol:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Musco Sports Lighting, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to make the payments under the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos, Erin Regan, Severie Orngard or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Nancy Lueck
Andrew Fangman
Cinda Hilger

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Musco Sports Lighting, LLC)

421464-70

Muscatine, Iowa

August 3, 2023

A meeting of the City Council of the City of Muscatine, Iowa, was held at 6 p.m., on August 3, 2023, at the City Hall Council Chambers, Muscatine, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Musco Sports Lighting, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or Company of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION 2023-0383

Resolution Approving Development Agreement with Musco Sports Lighting, LLC,
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Musco Sports Lighting, LLC (the “Company”) has been prepared in connection with the construction of a new commercial building for use in its business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$500,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on August 3, 2023, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Muscatine and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Musco Sports Lighting Pole Building Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Muscatine, Muscatine County, State of Iowa bearing Muscatine County Property Tax Parcel Identification Number 1310405026.

Section 5. The City hereby pledges to the payment of the Agreement the Musco Sports Lighting Pole Building Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Musco Sports Lighting Pole Building Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Muscatine County to evidence the continuing pledging of the Musco Sports Lighting Pole Building Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved August 3, 2023.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

COUNTY OF MUSCATINE

SS:

CITY OF MUSCATINE

I, the undersigned, Clerk of the City of Muscatine, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this 3rd day of August, 2023.

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Muscatine, Iowa (the “City”) and Musco Sports Lighting, LLC (the “Company”), as of the 3rd day of August, 2023 (the “Commencement Date”).

WHEREAS, the City has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the construction of a new commercial pole building on the Property (the “Project”) for use in its business operations; and

WHEREAS, the base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and pursuant to Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1 of the year prior to the year in which the Triggering Certification (as herein defined) is submitted to the City by the Company; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction. The Company agrees to construct the Project on the Property. Furthermore, the Company expects this construction to result in approximately \$4,500,000 in capital improvements for the Property, including construction work, equipment, furnishings and other capital improvements. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved in accordance with City Code Section 10-2-7(I) on April 12, 2022. The Site Plan is attached hereto as Exhibit B. The Site Plan may be amended in accordance with the Muscatine City Code by mutual written consent of the parties. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2024.

The Company agrees to ensure that the completed Project is used in its business operations (the “Operational Requirement”) throughout the Term (as hereinafter defined) of this Agreement.

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and

additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

Further, the Company agrees to obtain and continuously maintain adequate insurance covering the Property, including the Project. The Company agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of, the Project resulting from fire or other casualty.

2. Company's Operational Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term commencing October 15, 2025, demonstrating that the Operational Requirement is being met by the Company.

3. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon and to submit a receipt or cancelled check in evidence of each such payment.

4. Property Tax Payment Certification. The Company agrees to provide written notification (the "Triggering Certification") to the City of its intent for the Payments (as hereinafter defined) to commence in a particular fiscal year. Such Triggering Certification shall be due by no later than October 15 of the calendar year immediately preceding the start of the fiscal year in which the initial Payments are intended to begin. In any event, the Triggering Certification shall be made by no later than October 15, 2025. (It is hereby acknowledged that the City's fiscal years begin on July 1 and end on the following June 30.) The Company hereby acknowledges that the submission of the initial Worksheet (as hereinafter defined) will serve as the Triggering Certification.

Furthermore, the Company agrees to certify to the City by no later than October 15 of each year during the Term, commencing October 15 of the year in which the Triggering Certification is made, an amount (the "Company's Estimate") equal to fifty percent (50%) (the "Annual Percentage") of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Muscatine County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. Legal and Administrative Costs. The Company hereby agrees to pay for the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$8,000. The Company agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such costs.

6. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Project, pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to maintain compliance with the Operational Requirement, pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Company to comply with Sections A.2, A.4, and A.5 of this Agreement.
- (v) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the “Maximum Payment Total”) shall not exceed \$500,000. All Payments under

this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Muscatine County Treasurer attributable to the taxable valuation of the Property.

The Payments will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.2 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made, and continuing through the expiration of the Term.

For example, assuming the Triggering Certification is made on October 15, 2025 and all appropriation determinations are approved affirmatively by the City Council under Section B.2 below, then Payments will be made on December 1 and June 1, beginning in the City's 2026-2027 fiscal year, and continuing for a period of nine (9) additional fiscal years thereafter, provided, however, that no Payments shall be made after the sooner of June 1, 2036 or the date on which aggregate Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year in which the Triggering Certification is filed, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2036.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Muscatine County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Muscatine County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** The parties hereto may not cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2036 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MUSCATINE, IOWA

By: _____
Mayor

Attest:

City Clerk

MUSCO SPORTS LIGHTING, LLC

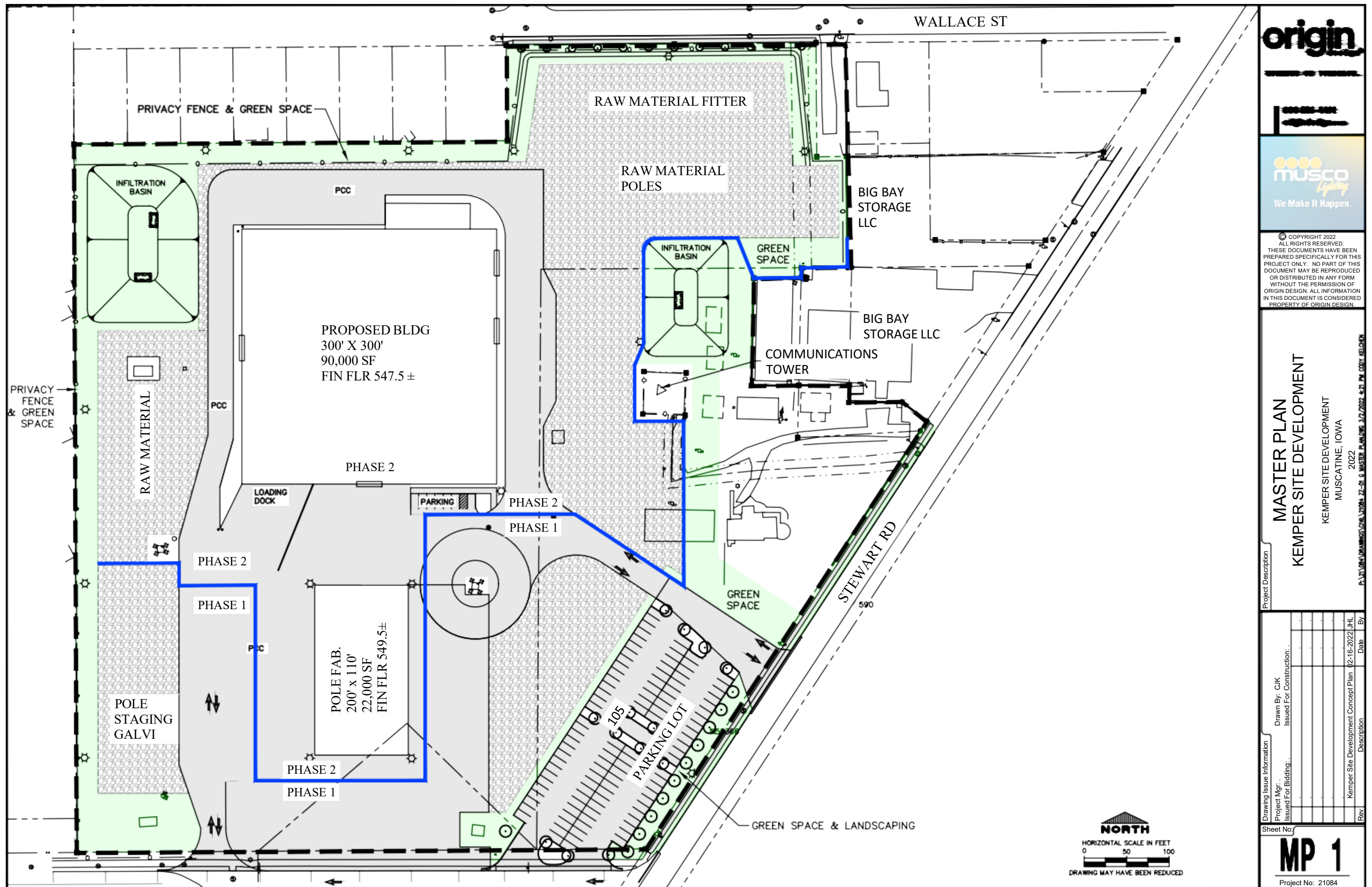
By: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Muscatine, Muscatine County, State of Iowa bearing Muscatine County Property Tax Parcel Identification Numbers 1310405026.

EXHIBIT B
SITE PLAN

[ATTACH SITE PLAN HERE]



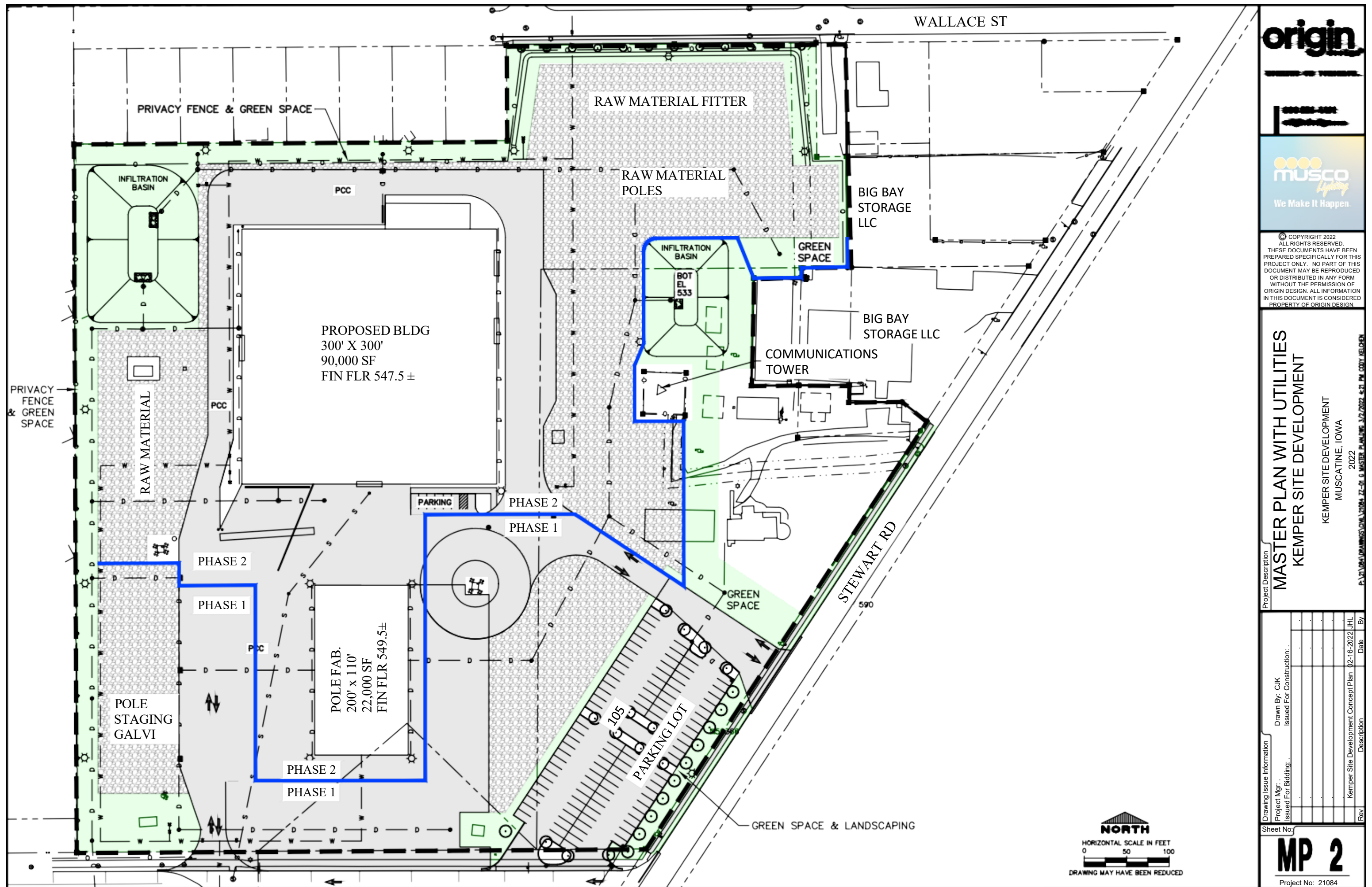


EXHIBIT C
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 20__):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Available TIF Estimate")
- (8) Factor the Available TIF Estimate (7) by the Annual Percentage (50%) =
Company's Estimate = \$_____ x .50 = _____



City of Muscatine

ITEM NUMBER 2023-0388

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Approving Plans and Specifications for the 2nd Avenue Storm Sewer Project- Public Hearing B

EXECUTIVE SUMMARY

Presented for City Council's Consideration is a resolution to approve the plans and specifications for the 2nd Avenue Storm Sewer Project.

STAFF RECOMMENDATION

Staff recommends Adoption of Resolution

BACKGROUND/DISCUSSION

The 2nd Avenue Storm Sewer project is a component of the Lake Park Boulevard flooding issues that have been discussed by the City Council for the past several years. This particular project is focused on reducing or eliminating standing water in the 2200 block of 2nd Avenue. This project will increase intake capacity and re-configure the culvert opening under 2nd Avenue to allow more water to enter the pipe and move through more quickly, thus reducing standing water on the pavement.

CITY FINANCIAL IMPACT

Funding for this project is budgeted in the Collection and Drainage budget.

ATTACHMENTS

1. 2ND AVE FINAL REVIEW - 20230213 (1)
2. FINAL COST OPINION_2ndAveOnly (1)
3. 2nd Avenue Stormwater Project Manual (1)
4. Resolution Approving Plans and Specs 2nd Ave Storm Project

LEGEND

W	PROPOSED WATER MAIN
W _x	EXISTING WATER MAIN
G _x	NATURAL GAS
FO	FIBER OPTIC
ES _x	OVERHEAD ELECTRIC
E _x	BURIED ELECTRIC
- - -	PROPERTY LINE
SS _x	SANITARY SEWER
ST	STORM SEWER
- - - - -	PERIMETER EROSION BARRIER
WV	VALVE
☀	HYDRANT
⊗	CURB STOP AND BOX
▷	REDUCER
S	MANHOLE
☀	AREA LIGHT
○	STREET LIGHT
⤿	UTILITY POLE
△	CONTROL POINTS
○	PROPERTY CORNER
🌳	TREE

ABBREVIATIONS

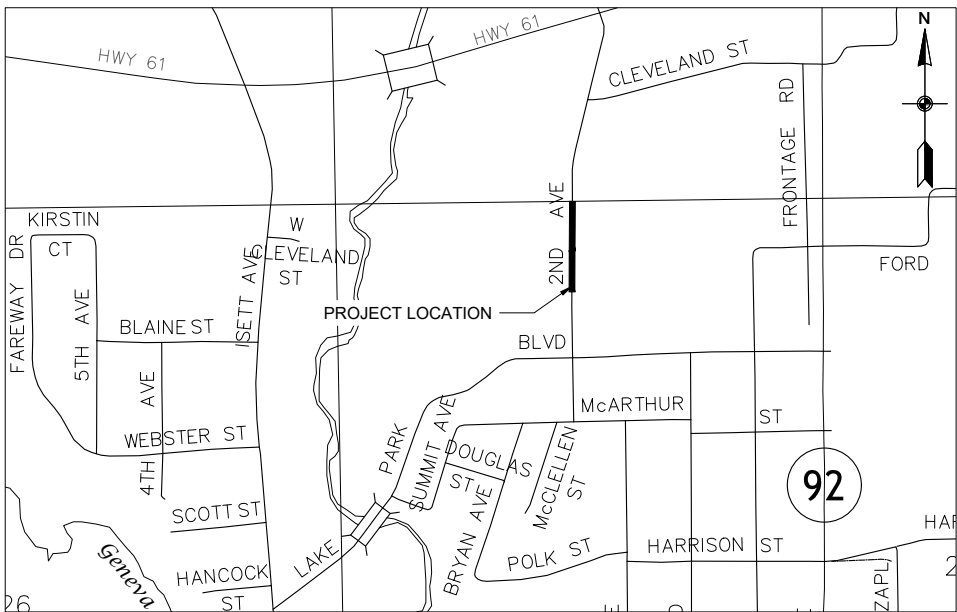
APPROX	APPROXIMATE
AVE	AVENUE
DI	DUCTILE IRON
DR	DRIVE
EXST	EXISTING
IAWC	IOWA AMERICAN WATER COMPANY
INV	INVERT
LF	LINEAR FEET
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
N	NORTH
PH	PHASE
PROP	PROPOSED
S	SOUTH
SAN	SANITARY
ST	STREET
STA	STATION
TYP	TYPICAL

2ND AVENUE
STORMWATER IMPROVEMENT PROJECTS
MUSCATINE, IOWA

GENERAL NOTES

1. CONSTRUCT ACCORDING TO LATEST EDITION OF SUDAS WITH CITY OF MUSCATINE SUPPLEMENTAL SPECIFICATIONS.
2. ALL BURIED UTILITY LOCATIONS ARE APPROXIMATE AND SHALL BE FIELD LOCATED PRIOR TO EXCAVATION. SEWER, NATURAL GAS, IRRIGATION, TELECOM, AND OTHER HOUSE SERVICE LINES ARE NOT SHOWN ON PLANS. THERE MAY BE OTHER EXISTING UTILITY LINES, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN AND NOT SHOWN ON THE DRAWINGS. IN ADDITION, CONTRACTOR SHALL USE POTHOLING OR OTHER METHODS AT KNOWN UTILITY CROSSINGS FOR VISUAL CLEARANCE CHECK DURING DIRECTIONAL DRILLING OPERATIONS.
3. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, DRIVES, STREETS AND OTHER ITEMS TO REMAIN, INCLUDING ANY NOT SPECIFICALLY SHOWN IN THE DRAWINGS. DAMAGE TO EXISTING UTILITIES, DRIVES, STREETS AND OTHER ITEMS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
4. CONTRACTOR SHALL COORDINATE WITH RESIDENTS REGARDING CONTINUATION OF TRASH REMOVAL, MAIL BOXES AND MAIL DELIVERIES, AND ACCESS TO THEIR DRIVEWAYS DURING CONSTRUCTION.
5. CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF ANY CONFLICTS BETWEEN THE DRAWINGS AND EXISTING FEATURES.
6. CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF UNEXPECTED SUB-SURFACE CONDITIONS. DISCONTINUE WORK IN AREA UNTIL NOTIFIED BY OWNER TO RESUME WORK.
7. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION LAYOUT FOR ALL GRADES AND FEATURES.

LOCATION MAP



DRAWING INDEX

SHEET NUMBER	TITLE	REVISION NUMBER
A.1	COVER SHEET	F
A.2	CONTROL POINTS AND OVERVIEW PLAN	F
B.1	TYPICAL SECTIONS	F
C.1	QUANTITIES AND NOTES	F
F.1	REMOVALS	F
J.1	TRAFFIC CONTROL - 2ND AVE.	F
M.1	2ND AVE. STORM SEWER PLAN & PROFILE	F
M.11	UTILITY ADJUSTMENTS 2ND AVE	F
U.1	2ND AVE. INTAKE MODIFICATIONS	F
U.2	2ND AVE DETAILS	F

IOWA ONE CALL
UTILITY CONTACTS

ALLIANT ENERGY
Contact Name : Alliant Energy Field Engineer
Contact Phone: 8002554268 Contact Email: locate_IPL@alliantenergy.com

BRIDGESTONE BANDAG LLC
Contact Name : James Ganzley
Contact Phone: 5632622505
Contact Email: jganzley@bandag.com

CENTURYLINK
Contact Name : SADIE HULL
Contact Phone: 9185470147
Contact Email: sadie.hull@lumen.com

MUSCATINE POWER AND WATER
Contact Name : Gabriel Jones / Mark Nelson
Contact Phone: 5632623298 Contact Email: designinfo@mpw.org

CITY OF MUSCATINE
Contact Name : Office
Contact Phone: 5632638933
Contact Email: sewerlocates@muscatineiowa.gov

UNITE PRIVATE NETWORKS, LLC
Contact Name : Joe Kilzer
Contact Phone: 8164253556
Contact Email: upngis@upnfiber.com



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

Signature
Bradley W. Roeth
License Number 16536

Date
My license renewal date is
December 31, 2024

Sheets covered by this seal: ALL DRAWINGS



DESIGNED BY:	DATE:	2/13/23	BWR
DRAWN BY:	SOLICITATION NO.:		
XXX	BWR		
SUBMITTED BY:	CONTRACT NO.:		
BWR	9602		
PLOT SCALE:	ISSUE DATE:		
XX-XX-XX	XX-XX-XX		
SIZE:	FILE NAME:		
ANSI B			

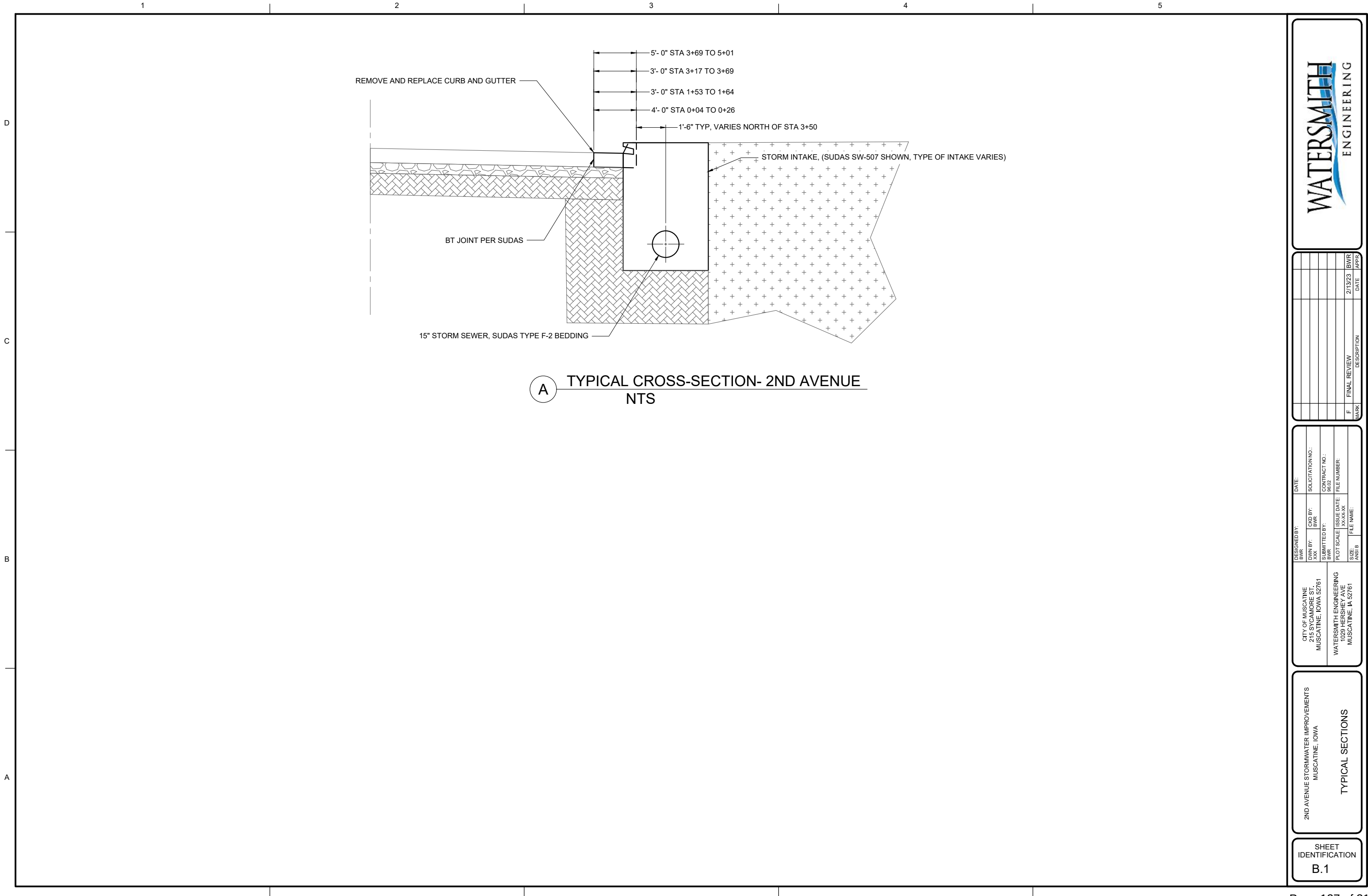
CITY OF MUSCATINE 215 SYCAMORE ST. MUSCATINE, IOWA 52761	WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761
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2ND AVENUE STORMWATER IMPROVEMENTS MUSCATINE, IOWA	COVER SHEET
---	-------------

SHEET IDENTIFICATION A.1

D

C





WATERSMITH
ENGINEERING

MARK	DESCRIPTION	DATE	APPR
F	FINAL REVIEW	2/13/23	BWR

DESIGNED BY:	DATE:	SOLICITATION NO.:
BWR		

DWN BY:	CVD BY:	CONTRACT NO.:
XXX	BWR	9602

SUBMITTED BY:	ISSUE DATE:	FILE NUMBER:
BWR	XX-XX-XX	

PLOT SCALE:	SIZE:	FILE NAME:
ANSI B		

CITY OF MUSCATINE
215 SYCAMORE ST.
MUSCATINE, IOWA 52761

WATERSMITH ENGINEERING
1029 HERSHEY AVE
MUSCATINE, IA 52761

2ND AVENUE STORMWATER IMPROVEMENTS
MUSCATINE, IOWA

TYPICAL SECTIONS

SHEET
IDENTIFICATION

B.1

1

2

3

4

5

A

B

C

D

PROJECT QUANTITIES

2ND AVENUE PROJECT QUANTITIES					
BID ITEM	SUDAS ITEM CODE	TITLE	UNIT	PLAN QTY	AS BUILT QTY
1	2010-D-1	TOPSOIL, ON-SITE	CY	45	
2	2010-I	SUBBASE, GRANULAR, 6"	SY	185	
3	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	42	
4	3010-F	TRENCH COMPACTION TESTING	LS	1	
5	4020-A	STORM SEWER, TRENCHED, 15" PVC	LF	480	
6	4020-G	STORM SEWER ABANDONMENT, 15", FILL AND PLUG	LF	35	
7	6010-B	INTAKE, SW-501	EA	1	
8	6010-B	INTAKE, SW-504	EA	1	
9	6010-B	INTAKE, SW-507	EA	2	
10	6010-H2	REMOVE INTAKE	EA	1	
11	6010-I	MODIFY EXISTING INTAKE STRUCTURE	LS	1	
12	7010-A	PCC PAVEMENT, 10" WITH INTEGRAL CURB AND GUTTER	SY	105	
13	7030-A	REMOVAL OF DRIVEWAY	SY	80	
14	7030-H	DRIVEWAY, PAVED, PCC, 7"	SY	80	
15	7040-H	PAVEMENT REMOVAL	SY	141	
16	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	
17	9010-A	TEMPORARY SEEDING, TYPE 5	AC	0.16	
18	9010-B	HYDRAULIC SEEDING, TYPE 1 SEED MIX, INCLUDING WATERING AND WARRANTY	AC	0.16	
19	9040-F-1	SWPPP MEASURES - WATTLES, 9", INCLUDES INSTALLATION AND REMOVAL	LF	485	
20	9040-J	RIPRAP, CLASS E	TON	24	
21	9040-T-1	SWPPP MEASURES - INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	5	
22	11010-A	CONSTRUCTION SURVEY	LS	1	
23	11030-A	MAINTENANCE OF POSTAL SERVICE	LS	1	
24	11030-B	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	

DESIGNED BY:
BWR
XXX

OWN BY:
BWR

DATE:

SOLICITATION NO:

SUBMITTED BY:
BWR

CONTRACT NO:

FILE NUMBER:

PLOT SCALE:
SIZE:
ANSI B

ISSUE DATE:
XX-XX-XX

FILE NAME:

CITY OF MUSCATINE
215 SYCAMORE ST.
MUSCATINE, IOWA 52761

WATERSMITH ENGINEERING
1029 HERSHEY AVE
MUSCATINE, IA 52761

2ND AVENUE STORMWATER IMPROVEMENTS
MUSCATINE, IOWA

QUANTITIES AND NOTES

SHEET
IDENTIFICATION

C.1

WATERSMITH
ENGINEERING

FINAL REVIEW

DATE

2/13/23

BWR

DATE

APPR

MARK

DESCRIPTION

Page 128 of 310

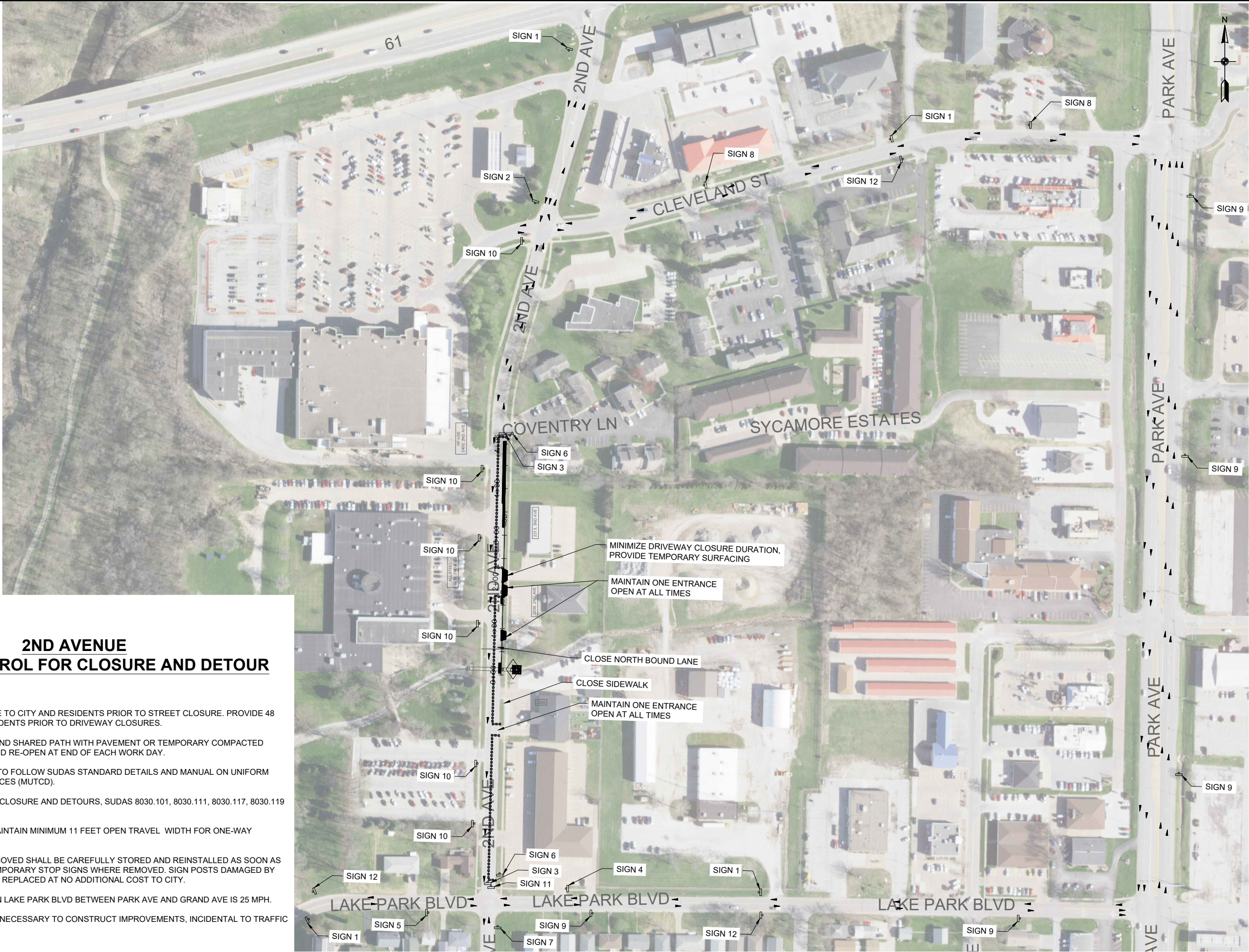
SIGN LEGEND:

- SIGN 1
- SIGN 2
- SIGN 3
- SIGN 4
- SIGN 5
- SIGN 6
- SIGN 7
- SIGN 8
- SIGN 9
- SIGN 10
- SIGN 11
- SIGN 12

2ND AVENUE
TRAFFIC CONTROL FOR CLOSURE AND DETOUR

NOTES:

1. PROVIDE 4 DAYS NOTICE TO CITY AND RESIDENTS PRIOR TO STREET CLOSURE. PROVIDE 48 HOURS NOTICE TO RESIDENTS PRIOR TO DRIVEWAY CLOSURES.
2. RESTORE DRIVEWAYS AND SHARED PATH WITH PAVEMENT OR TEMPORARY COMPACTED GRANULAR BACKFILL AND RE-OPEN AT END OF EACH WORK DAY.
3. ALL TRAFFIC CONTROL TO FOLLOW SUDAS STANDARD DETAILS AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. STREET AND SIDEWALK CLOSURE AND DETOURS, SUDAS 8030.101, 8030.111, 8030.117, 8030.119 AND MUTCD TA-19.
5. CONTRACTOR SHALL MAINTAIN MINIMUM 11 FEET OPEN TRAVEL WIDTH FOR ONE-WAY TRAFFIC.
6. ANY STREET SIGNS REMOVED SHALL BE CAREFULLY STORED AND REINSTALLED AS SOON AS POSSIBLE. PROVIDE TEMPORARY STOP SIGNS WHERE REMOVED. SIGN POSTS DAMAGED BY CONTRACTOR SHALL BE REPLACED AT NO ADDITIONAL COST TO CITY.
7. POSTED SPEED LIMIT ON LAKE PARK BLVD BETWEEN PARK AVE AND GRAND AVE IS 25 MPH.
8. PROVIDE FLAGGERS AS NECESSARY TO CONSTRUCT IMPROVEMENTS, INCIDENTAL TO TRAFFIC CONTROL.

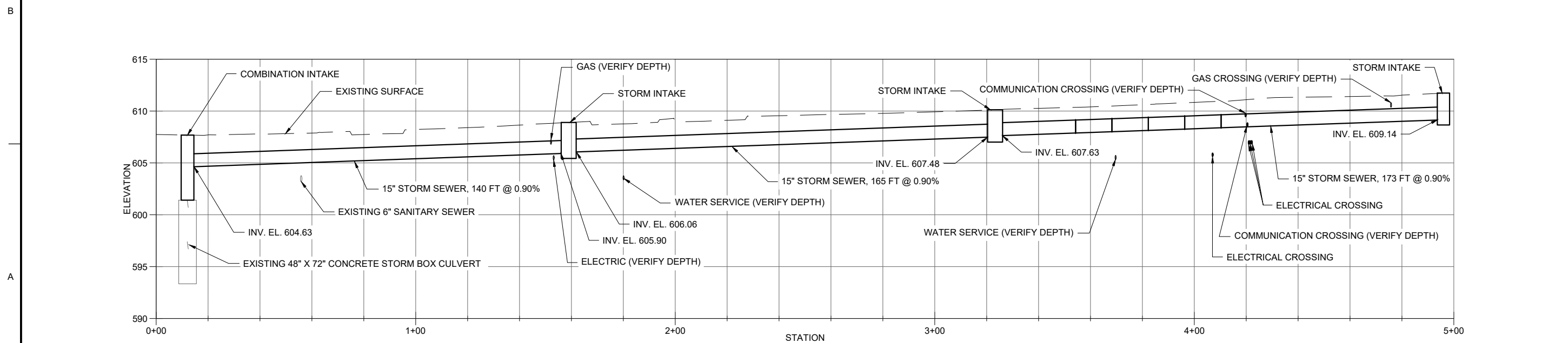
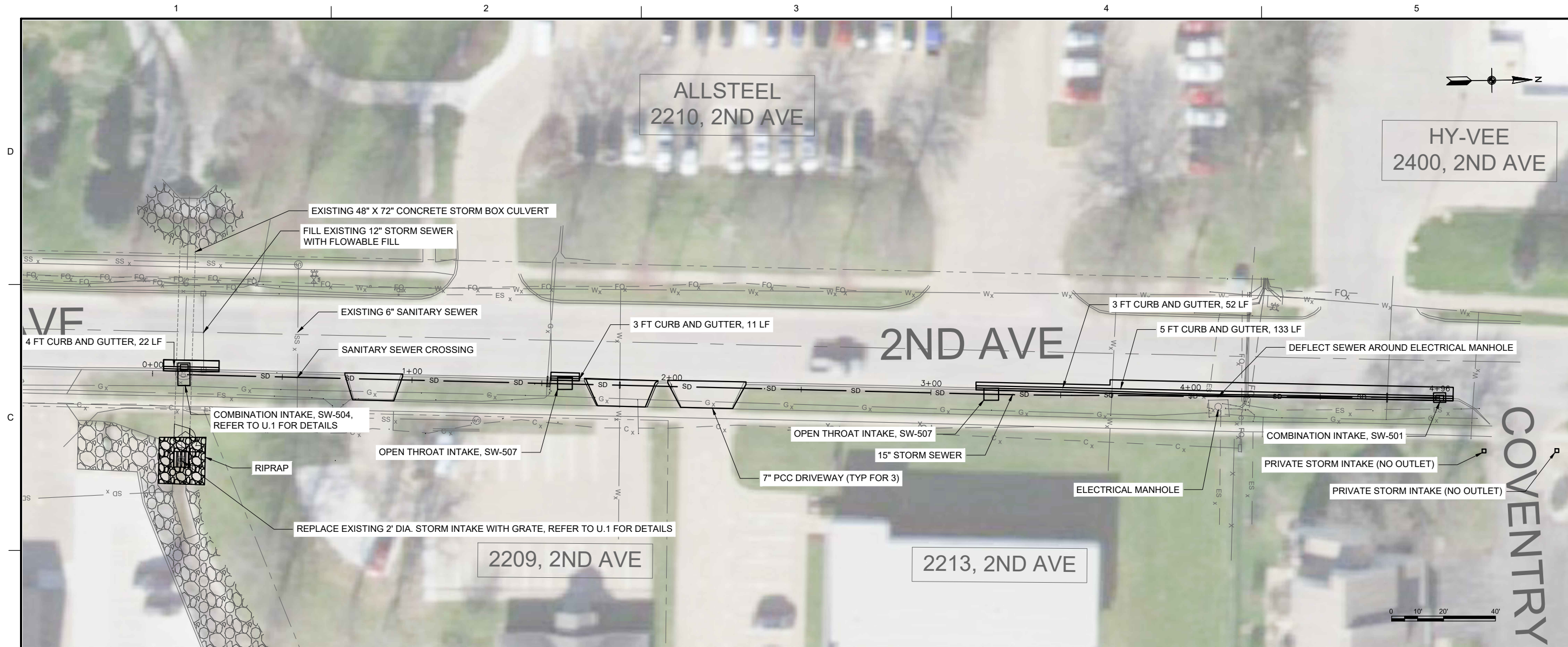


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CITY OF MUSCATINE 215 SYCAMORE ST. MUSCATINE, IOWA 52761						
WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761						

2ND AVENUE STORMWATER IMPROVEMENTS
MUSCATINE, IOWA

TRAFFIC CONTROL
2ND AVE

SHEET IDENTIFICATION
J.1





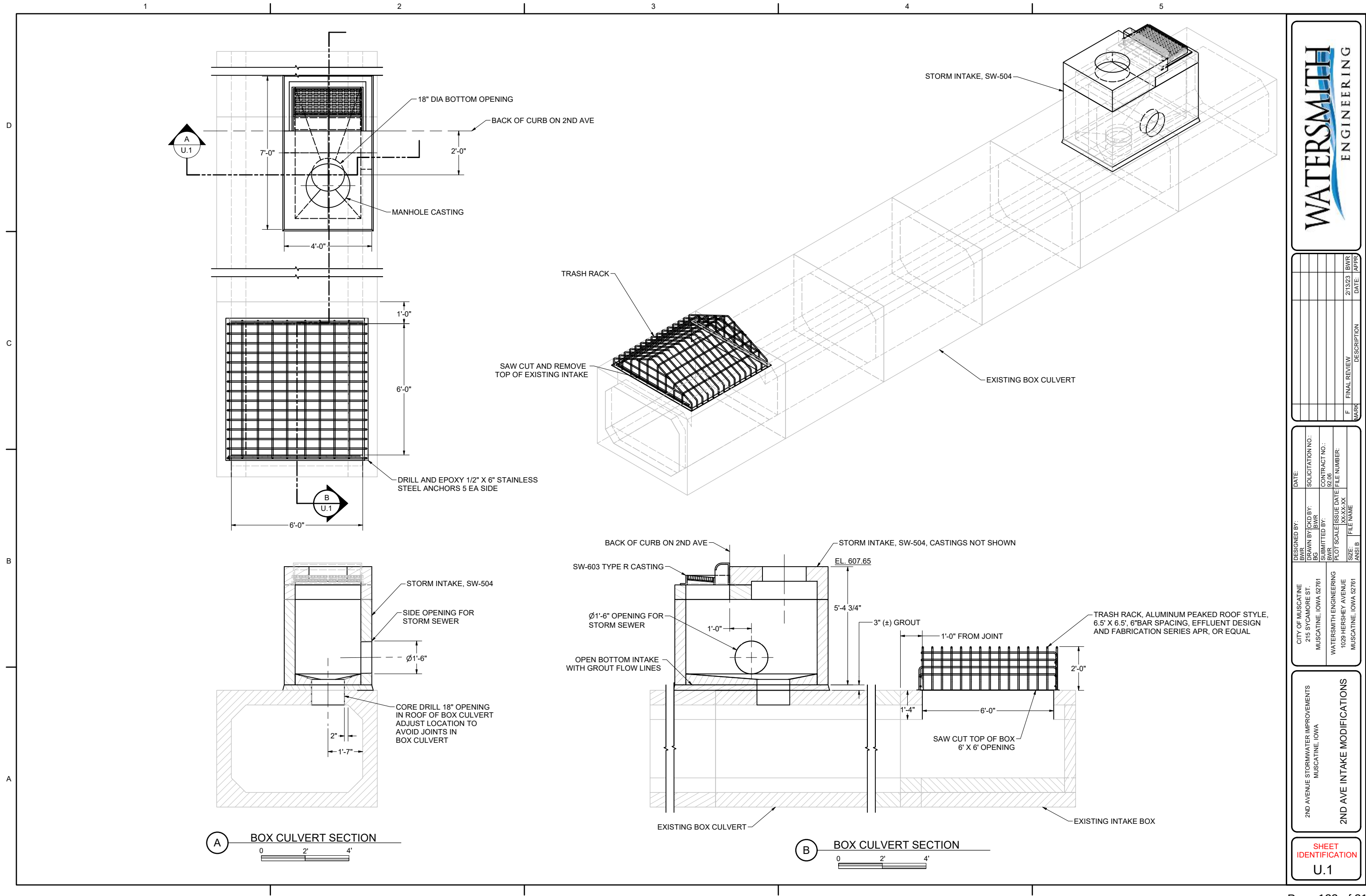
WATERSMITH
ENGINEERING

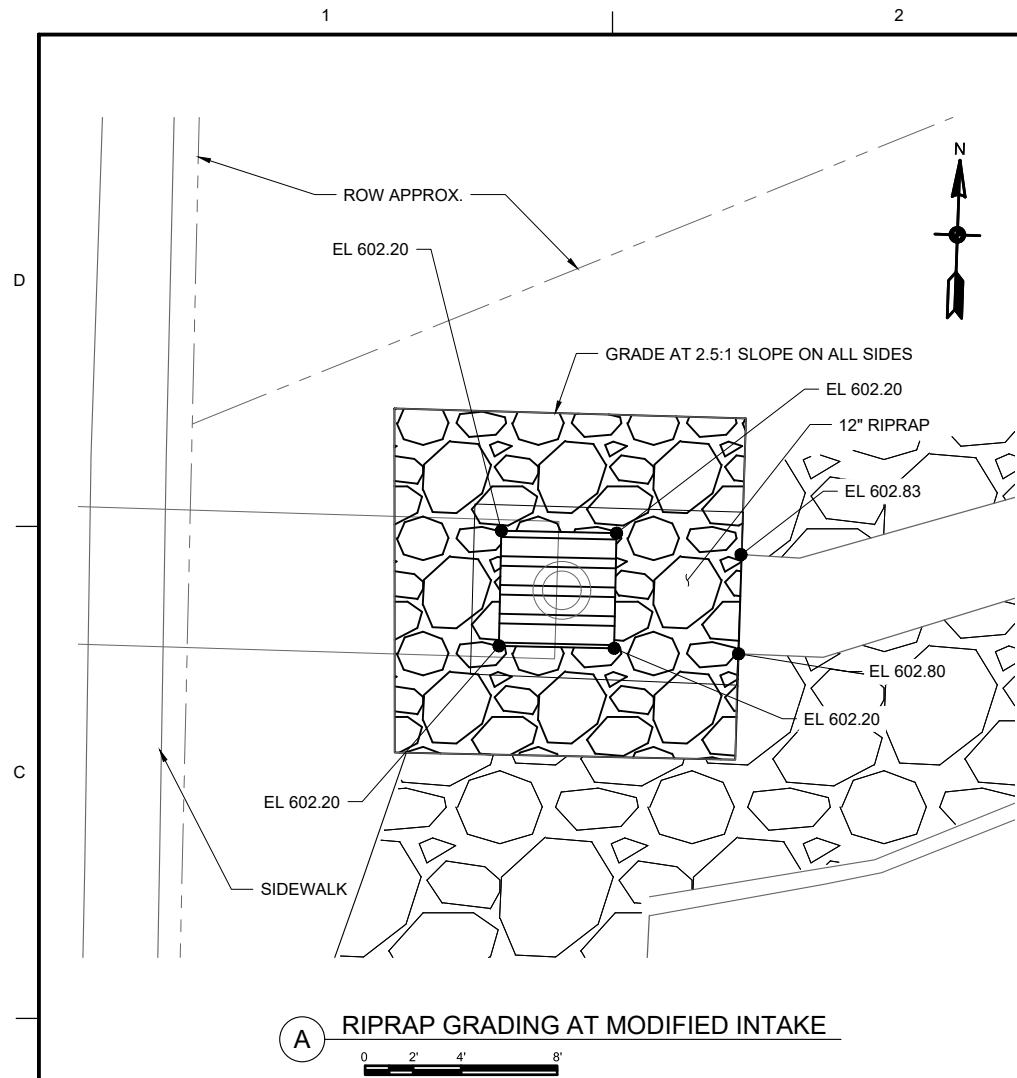
DESIGNED BY: BWR	CHECKED BY: BWR	DATE: 2/13/23
DRAWN BY: XXX	SUBMITTED BY: BWR	CONTRACT NO.: 9602
PLOT SCALE: ANSI B	ISSUE DATE: XX-XX-XX	FILE NUMBER: XX-XX-XX
CITY OF MUSCATINE 215 SYCAMORE ST. MUSCATINE, IOWA 52761		WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761

2ND AVENUE STORMWATER IMPROVEMENTS
MUSCATINE, IOWA

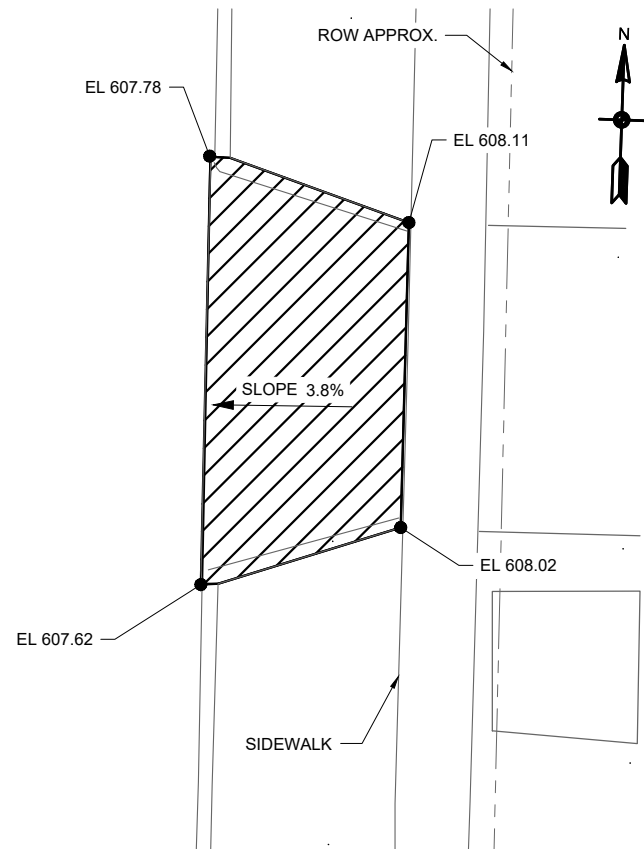
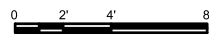
2ND AVE STORM SEWER
PLAN & PROFILE

SHEET
IDENTIFICATION
M.1

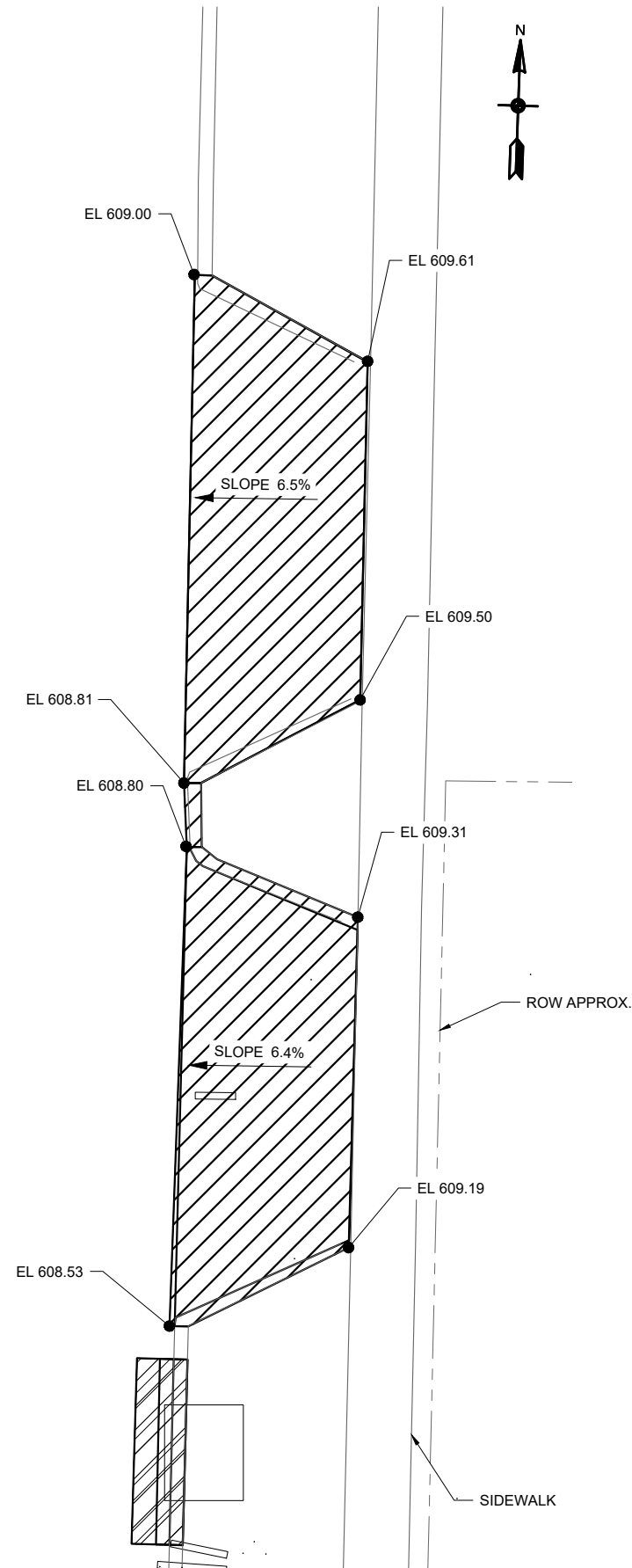
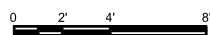




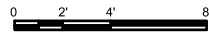
A RIPRAP GRADING AT MODIFIED INTAKE



B DRIVEWAY, 2209 2ND AVE



C DRIVEWAY, 2209 & 2213, 2ND AVE



WATERSMITH
ENGINEERING

DESIGNED BY:		DATE:		SOLICITATION NO.:	
DESIGNED BY:	DATE:	SOLICITATION NO.:			
CITY OF MUSCATINE 215 SYCAMORE ST. MUSCATINE, IOWA 52761	2/13/23	9602			

SUBMITTED BY:		CONTRACT NO.:		FILE NUMBER:	
SUBMITTED BY:	CONTRACT NO.:	FILE NUMBER:			
WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761	9602	9602			

2ND AVENUE STORMWATER IMPROVEMENTS
MUSCATINE, IOWA

2ND AVE DETAILS

SHEET
IDENTIFICATION

U.2

Item	Sudas Item Code	Description	Units	Estimated Quantity	Unit Price, \$	Extended Cost
2ND AVE PROJECT QUANTITIES						
1	2010-D-1	TOPSOIL, ON-SITE	CY	45	\$14.00	\$630.00
2	2010-I	SUBBASE, GRANULAR, 6"	SY	185	\$18.00	\$3,330.00
3	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	42	\$45.00	\$1,890.00
4	3010-F	TRENCH COMPACTION TESTING	LS	1	\$1,500.00	\$1,500.00
5	4020-D	STORM SEWER TRENCHED, 15" PVC	LF	480	\$140.00	\$67,200.00
6	4020-G	STORM SEWER FILL AND PLUG	LF	35	\$35.00	\$1,225.00
7	6010-B	INTAKE, SW-501	EA	1	\$5,000.00	\$5,000.00
8	6010-B	INTAKE, SW-504	EA	1	\$9,000.00	\$9,000.00
9	6010-B	INTAKE, SW-507	EA	2	\$6,500.00	\$13,000.00
10	6010-H	INTAKE REMOVAL	EA	1	\$1,800.00	\$1,800.00
11	6010-I	MODIFY EXISTING INTAKE STRUCTURE	LS	1	\$20,000.00	\$20,000.00
12	7010-A	PCC PAVEMENT, 10" WITH INTEGRAL CURB AND GUTTER	SY	105	\$120.00	\$12,600.00
13	7030-A	REMOVAL OF DRIVEWAY	SY	80	\$20.00	\$1,600.00
14	7030-H	DRIVEWAY, PAVED, PCC, 7"	SY	80	\$90.00	\$7,200.00
15	7040-H	PAVEMENT REMOVAL	SY	141	\$20.00	\$2,820.00
16	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00
17	9010-A	TEMPORARY SEEDING, TYPE 5	AC	.16	\$9,000.00	\$1,440.00
18	9010-B	HYDRAULIC SEEDING, TYPE 1 SEED MIX, INCLUDING WATERING AND WARRANTY	AC	.16	\$9,000.00	\$1,440.00
19	9040-F-1	SWPPP MEASURES - WATTLES, 9", INCLUDES INSTALLATION AND REMOVAL	LF	485	\$5.00	\$2,425.00
20	9040-J-D	RIPRAP, CLASS E	TON	24	\$70.00	\$1,680.00
21	9040-T-1	SWPPP MEASURES - INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	5	\$200.00	\$1,000.00
22	11010-A	CONSTRUCTION SURVEY	LS	1	\$5,000.00	\$5,000.00
23	11030-A	MAINTENANCE OF POSTAL SERVICE	LS	1	\$500.00	\$500.00
24	11030-B	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$500.00	\$500.00
SUB TOTAL						\$167,780.00
TOTAL						\$167,780.00
TOTAL ESTIMATED CONSTRUCTION COST						\$168,000.00

PROJECT MANUAL

2nd Avenue Stormwater Improvements Project

City of Muscatine, Iowa

SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

2nd Avenue Stormwater Improvements Project

City of Muscatine

Muscatine, IA

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. _____ Date: _____ Bradley W. Roeth, P.E. License No. 16536 My renewal date is 12/31/2024 Pages or sheets covered by this seal: <u>ALL</u>_____
--	--

SECTION 00010 - TABLE OF CONTENTS

2nd Avenue Stormwater Improvements Project City of Muscatine

CONTRACT DOCUMENTS:

PROJECT MANUAL:

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

00005 - CERTIFICATION PAGE

00010 - TABLE OF CONTENTS

00100 - NOTICE TO BIDDERS

00200 - INSTRUCTIONS TO BIDDERS

00410 - PROPOSAL

00410 - PROPOSAL ATTACHMENT: BID ITEMS

00420 - BID BOND

00500 - CONTRACT

00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

00800 - SPECIAL PROVISIONS, PART 1 - GENERAL REQUIREMENTS

00800 - SPECIAL PROVISIONS, PART 2 - SPECIAL CONSTRUCTION

WAGE AND EXECUTIVE ORDER

EQUAL EMPLOYMENT

DRAWINGS (UNDER SEPARATE COVER):

10 sheets numbered A.1 through U.2, dated _____, and with each sheet bearing the following general title:

2nd Avenue Stormwater Improvements
Muscatine, Iowa

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

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

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

2nd Avenue Stormwater Improvements Project
City of Muscatine
Muscatine, IA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair and improvement as stated below must be filed before 3:00 P.M. on **October 25, 2022**, in the office of the City Administrator, 215 Sycamore Street, Muscatine, Iowa.

Time and Place Sealed Proposals Will be Opened and Considered. **Sealed proposals will be opened and bids tabulated at 3:00 P.M. on November 29, 2022, in the office of the City Administrator, City of Muscatine, 215 Sycamore Street, Muscatine, Iowa for consideration by the City of Muscatine at its meeting at 7:00 P.M. on December 1, 2022.** The City of Muscatine reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before **January 29, 2023**. Damages in the amount of **\$2,000.00 per day** will be assessed for each day the work remains incomplete.

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

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Watersmith Engineering and send it to 1029 Hershey Ave., Muscatine, IA 52761. Complete digital project bidding documents are available by emailing brad@watersmithengineering.com.

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

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

PROJECT DESCRIPTION: The project consists of 480 feet of 15" storm sewer, four storm intakes, one major intake modification, and associated pavement removal and replacement along 2nd Avenue in Muscatine, Iowa.

This Notice is given by authority of the
City of Muscatine

Carol Webb
City Administrator

INSTRUCTIONS TO BIDDERS

2nd Avenue Stormwater Improvements Project City of Muscatine Muscatine, IA

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

1.1 BID SECURITY

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

1.2 SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- B. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - 1. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices;
 - Part F – Additional Requirements (if any);
 - Part G – Identity of Bidder;
- C. Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.
- D. Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

E. Division 1 - General Provisions and Covenants of the SUDAS Standard Specifications is modified as follows:

1. Section 1020.1.09B, Unit Price Attachment.

A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.

1.3 PROSECUTION AND PROGRESS OF THE WORK

- A. The work is located in the City of Muscatine. All work shall be completed in accordance with SUDAS 1080 as follows:

Early Start Date: December 15th, 2022

Late Start Date: January 19th, 2022

Working Days: Four (4) working days to occur on consecutive Thursday, Friday, Saturday, and Sunday

Completion Date: No later than January 29, 2023

Liquidated Damages: Liquidated Damages in the amount of \$2,000.00 per day will be assessed for each day the work remains incomplete.

- B. Community Events.

None

- C. Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Muscatine and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Muscatine from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the work.

- D. The City of Muscatine, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.4 PREFERENCE OF PRODUCTS AND LABOR

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

1.5 TAXES

- A. The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

- B. The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction materials.
- C. Income Tax:
 - 1. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - 2. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

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

SECTION 00410 - PROPOSAL

2nd Avenue Stormwater Improvements Project
City of Muscatine
Muscatine, IA

PROPOSAL: PART A – SCOPE

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

PROJECT DESCRIPTION: The project consists of 480 feet of 15” storm sewer, four storm intakes, one major intake modification, and associated pavement removal and replacement along 2nd Avenue in Muscatine, Iowa.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

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

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall use the Total Base Bid Amount or the Total Base Bid Amount Plus Alternate A, up to the Jurisdiction’s budgeted cost of construction, for comparison of bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before December 15, 2022; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate of **Two Thousand dollars (\$2,000.00)** for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

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

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

By

Name (Print/Type)

☐ Limited Liability Company

Title

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

Street Address

☐ Other

City, State, Zip Code

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

Telephone Number

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

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

Name

Title

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

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

Bidder Status Form

To be completed by all bidders

Part A

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

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

To be completed by resident bidders

Part B

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

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

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

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

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

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

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____
Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

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

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

2nd Avenue Stormwater Improvements Project
City of Muscatine
Muscatine, IA

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

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

SEE SCHEDULE OF PRICES ON NEXT PAGE

BASE BID

ITEM	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	TOPSOIL, ON-SITE	CY	45	\$	\$
2	SUBBASE, GRANULAR, 6"	SY	185	\$	\$
3	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	42	\$	\$
4	TRENCH COMPACTION TESTING	LS	1	\$	\$
5	STORM SEWER, TRENCHED, 15" PVC	LF	480	\$	\$
6	STORM SEWER ABANDONMENT, 15", FILL AND PLUG	LF	35	\$	\$
7	INTAKE, SW-501	EA	1	\$	\$
8	INTAKE, SW-504	EA	1	\$	\$
9	INTAKE, SW-507	EA	2	\$	\$
10	REMOVE INTAKE	EA	1	\$	\$
11	MODIFY EXISTING INTAKE STRUCTURE	LS	1	\$	\$
12	PCC PAVEMENT, 10" WITH INTEGRAL CURB AND GUTTER	SY	105	\$	\$
13	REMOVAL OF DRIVEWAY	SY	80	\$	\$
14	DRIVEWAY, PAVED, PCC, 7"	SY	80	\$	\$
15	PAVEMENT REMOVAL	SY	141	\$	\$
16	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
17	TEMPORARY SEEDING, TYPE 5	AC	0.16	\$	\$
18	HYDRAULIC SEEDING, TYPE 1 SEED MIX, INCLUDING WATERING AND WARRANTY	AC	0.16	\$	\$
19	SWPPP MEASURES - WATTLES, 9", INCLUDES INSTALLATION AND REMOVAL	LF	485	\$	\$
20	RIPRAP, CLASS E	TON	24	\$	\$
21	SWPPP MEASURES - INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	5	\$	\$
22	CONSTRUCTION SURVEY	LS	1	\$	\$
23	MAINTENANCE OF POSTAL SERVICE	LS	1	\$	\$
24	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$	\$
TOTAL – BASE BID				\$	

TOTAL – BASE BID (Written Format): _____

City of Muscatine

February __, 2023

PROPOSAL

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

Bidder Name

BID BOND

2nd Avenue Stormwater Improvements Project
City of Muscatine
Muscatine, IA

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

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

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

The project consists of 480 feet of 15" storm sewer, four storm intakes, one major intake modification, and associated pavement removal and replacement along 2nd Avenue in Muscatine, Iowa.

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

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

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

Signed and sealed this _____ day of _____, 2023.

SURETY:

PRINCIPAL:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

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

CONTRACT

2nd Avenue Stormwater Improvements Project
City of Muscatine
Muscatine, IA

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

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the 2nd Avenue Stormwater Improvements 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. 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 480 feet of 15" storm sewer, four storm intakes, one major intake modification, and associated pavement removal and replacement along 2nd Avenue in Muscatine, Iowa.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before December 15, 2022; and to pay liquidated damages for noncompliance with said completion provisions at a rate of **Two Thousand dollars (\$2,000.00)** 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

(Seal)
ATTEST:

Carol Webb, City Administrator

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

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

Bond No. _____

Name of Surety _____

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

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

City of Muscatine
February __, 2023

CONTRACT
PAGE 00500-3

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

City of Muscatine
February __, 2023

CONTRACT
PAGE 00500-4

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

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

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

2nd Avenue Stormwater Improvements Project
City of Muscatine
Muscatine, IA

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, 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 _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

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

The project consists of 480 feet of 15" storm sewer, four storm intakes, one major intake modification, and associated pavement removal and replacement along 2nd Avenue in Muscatine, Iowa.

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 2-year period, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. _____

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

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

Surety Countersigned By:

PRINCIPAL:

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

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

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

City of Muscatine

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

February __, 2023

PAGE 00610-4

Special Provisions
for
2nd Avenue Stormwater Improvements Project
City of Muscatine
Muscatine, IA

SPECIAL PROVISIONS

FOR

PART 1 - GENERAL REQUIREMENTS

INDEX

- 1.1 DEFINITION AND INTENT
- 1.2 GENERAL PROVISIONS AND COVENANTS
- 1.3 WORK REQUIRED
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- 1.6 CONSTRUCTION FACILITIES
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- 1.15 MATERIALS TESTS
- 1.16 FIELD TESTS
- 1.17 MEASUREMENT AND PAYMENT
- 1.18 INCIDENTAL CONTRACT ITEMS

1.1 DEFINITION AND INTENT

A. The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:

1. The 2023 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
2. Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
3. “Owner” and “City” shall mean the City of Muscatine, acting through the City Council.
4. “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
5. “Engineer” shall mean the City of Muscatine or designated agent.

6. The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
7. "Standard Drawings" shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
8. "Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
9. "Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.

B. Engineer: Watersmith Engineering, 1029 Hershey Ave., Muscatine, IA 52761, (563) 506-2673

1.2 GENERAL PROVISIONS AND COVENANTS

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

1.3 WORK REQUIRED

- A. Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the 2nd Avenue Stormwater Improvements project as described in the Official Publication.
- B. This project consists of one contract for all work described.
- C. The construction work will need to be phased to facilitate timely construction of the improvements.

1.4 SALVAGE OF MATERIALS AND EQUIPMENT

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

1.5 PLANS AND SPECIFICATIONS

- A. The City will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the City for printing costs for additional copies required.
- B. Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

1.6 CONSTRUCTION FACILITIES

- A. Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- B. Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.

- C. Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic. Location for storage of equipment by Contractor is subject to approval of Engineer.
- D. Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
- E. Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

1.7 SUBMITTALS

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

1.8 STANDARDS AND CODES

- A. Construct improvements with best present day construction practices and equipment.
- B. Conform with and test in accordance with applicable sections of the following standards and codes.
 - 1. American Association of State Highway and Transportation Officials (AASHTO).
 - 2. American Society for Testing and Materials (ASTM).
 - 3. Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - 4. American National Standards Institute (ANSI).
 - 5. American Water Works Association (AWWA).
 - 6. American Welding Society (AWS).
 - 7. Federal Specifications (FS).
 - 8. Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - 9. Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - 10. Standards and Codes of the State of Iowa and the ordinances of the City of Muscatine, Iowa.
 - 11. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

1.9 CONSTRUCTION WITHIN CITY PROPERTY

- A. All work on this project will be within Public Property.

1.10 EMPLOYMENT PRACTICES

- A. Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.

- B. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - 1. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - 2. To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

1.11 WORK HOURS/COMMUNITY EVENTS

- A. The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- B. The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of adjacent public property.

None

1.12 DUST ABATEMENT

- A. The Contractor shall perform dust control operations necessary to proactively prevent the production of dust in amounts to cause nuisance or damage to property, vegetation, animals, or persons in the vicinity of the construction.
- B. The Contractor shall keep the surface of construction work areas and unpaved haul roads moist by spraying with uncontaminated water so as to prevent, not just reduce, airborne dust.
- C. The Contractor shall suspend construction or haul traffic when the Contractor cannot prevent airborne dust until such time as dust control can be re-established to the required levels.
- D. The Contractor shall be responsible for any damage resulting from dust originating from the construction. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility under these Contract provisions.
- E. Requests by the Owner or Engineer for additional water to be placed for dust control shall be accomplished within 4 hours of notification and shall also include evenings and weekends as required or deemed necessary by the Owner or the Engineer. **Failure to perform the work requested within the 4 hours may result in the Owner or Engineer arranging for dust control by others. A contract deduction shall be made equal to the total of all costs to perform dust control so arranged, including not limited to labor, materials, equipment and administrative costs.**

1.13 QUANTITIES

- A. The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or decrease these quantities as designated in the Contract, and the Contractor will be paid for the work authorized and performed at the unit price stated in the Proposal.

1.14 MAINTENANCE BOND AND WARRANTY PERIODS

- A. The requirements of the Payment, Performance and Maintenance Bond warranty period are modified as follows:
 - 1. To remedy any and all workmanship or material defects that may develop in or result from work performed under the Contract within the 2-year period, from the date of acceptance of the work under the Contract.

1.15 MATERIALS TESTS

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

1.16 FIELD TESTS

- A. Testing responsibility shall meet the requirements of the SUDAS Standard Specifications. Owner/Contractor testing responsibility is as follows:
 - 1. Owner - None
 - 2. Contractor
 - (a) Concrete maturity testing
- B. The Contractor shall be responsible for all testing required of the Contractor as stated within SUDAS Standard Specifications.
- C. If test results do not meet those specified, the Contractor shall make necessary corrections and repeat testing to demonstrate compliance with the specifications. Contractor shall pay all costs for retesting.

1.17 MEASUREMENT AND PAYMENT

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

1.18 INCIDENTAL CONTRACT ITEMS

- A. The furnishing and installing of specifications and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

- Concrete header removal
- Construction staging & phasing
- Coordination and cooperation with the City of Muscatine
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Dust control measures
- Protection of existing facilities
- Material Testing
- Concrete Maturity Testing
- Concrete finishing
- Sawcutting of existing concrete
- Monitoring weather conditions

Overhaul
Reinforcement drilling, epoxy, and placement
Site cleanup/restoration
Temporary safety closures

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

SPECIAL PROVISIONS

PART 2 -- SPECIAL CONSTRUCTION

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- 2.3 PROJECT SUPERVISION
- 2.4 COORDINATION WITH OTHERS
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- 2.10 DISPOSAL
- 2.11 TRAFFIC CONTROL
- 2.12 TEMPORARY FENCES
- 2.13 RESPONSIBILITY OF CONTRACTOR
- 2.14 PCC CONCRETE

2.1 GENERAL

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

2.2 EXISTING UTILITIES

- A. Location of existing facilities, utility lines, mains, cables, and appurtenances shown on plans are from information provided by and records of the Owner.
- B. Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- C. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.

- D. The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- E. No utility relocations are expected with this project.
- F. Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- G. If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate with the utility company and provide work schedules to the Engineer.
- H. Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- I. No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

2.3 PROJECT SUPERVISION

- A. The Prime Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- B. Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Prime Contractor.
- C. Daily progress meetings will be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- D. Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.

2.4 COORDINATION WITH OTHERS

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

2.5 CONSTRUCTION LIMITS

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

2.6 CONSTRUCTION SCHEDULE

- A. The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.

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

2.7 CONSTRUCTION PHASING

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

2.8 CONSTRUCTION STAKING

- A. Unless otherwise specified in the specific sections, Owner shall provide engineering surveys to establish reference points for construction as follows:
 - 1. Elevation Benchmark: Plan elevations benchmarks will be set at two locations near the project area.
 - 2. The survey benchmarks are an integral part of the project and the Contractor shall protect and preserve all such marks, and may be charged with the expense of resetting all such marks destroyed or disturbed due to the Contractor's carelessness or negligence. Benchmarks that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Engineer, at the Contractor's expense.
 - 3. In the event of apparent or questionable errors or inconsistencies in such benchmarks for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by the Engineer.
 - 4. All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor or withheld from the amounts due to the Contractor.

2.9 CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. The CONTRACTOR shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- B. Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.

- C. Tie-ins with existing concrete shall be verified for correctness of alignment and elevation prior to construction. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to construction.

2.10 DISPOSAL

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

2.11 TRAFFIC CONTROL

A. Traffic Control

- 1. All traffic control methods shall conform to the provisions of the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- 2. The Contractor shall furnish, install, maintain and remove all traffic control devices including, but not limited to, construction signs, barricades and barricade weights, traffic marking tape, and warning lights which are needed for the guidance, warning and control of traffic adjacent to and through this project.
- 3. The Contractor shall provide sufficient surveillance of the traffic control devices to insure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:

The Engineer
The Owner
Local Law Enforcement Agencies

- 4. The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- 5. The Contractor shall schedule the work to cooperate fully with residential and business property owners abutting the project to minimize the time of restricted access to their property during the construction period. Driveway access to any property adjacent to the construction zone shall not be permitted.
- 6. The Contractor shall be responsible for securing a site for storage of construction equipment and materials.

B. General Construction and Traffic Requirements

- 1. The parking of Contractor's Vehicles that obstruct any traffic control devices will not be permitted.
- C. Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas.

- D. Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- E. Contractor shall provide continuous access for police, fire, and other emergency vehicles.

2.12 TEMPORARY FENCES

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

2.13 RESPONSIBILITY OF CONTRACTOR

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

2.14 PCC CONCRETE

- A. Special care should be taken when placing concrete so that the profiles and elevations shown on the cross sections and detail sheets are obtained.
- B. Maturity testing shall be utilized for all work.

- C. The Owner may perform smoothness testing with a 10 foot straightedge placed parallel to the gridlines. Smoothness corrections may be required for areas showing a deviation of more than 1/8 inch. Smoothness incentives are not in effect for this project.
- D. Concrete mix for PCC shall be as listed in Section 7011-Muscatine or Engineer Approved Equal:
- E. Cracked areas shall be removed and replaced at the Contractor's expense.
- F. **Maturity testing shall be utilized to expedite opening.**

****END OF SECTION****

RESOLUTION NO. 2023-0388

**APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST
ESTIMATE FOR 2nd AVENUE STORM SEWER PROJECT**

WHEREAS, there is on file in the Public Works Department a copy of the plans, specifications, form of contract, and notice to bidders for the proposed 2nd Avenue Storm Sewer Project; and

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

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

1. All objections to the foregoing plans, specifications, form of contract, notice to bidders, and cost estimate are overruled.
2. The foregoing plans, specifications, form of contract, and cost estimate are finally approved.
3. Date for Receipt of Bids is set for September 5, 2023 at 2:00 pm

PASSED, APPROVED, AND ADOPTED THIS 3rd DAY OF AUGUST, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Dr. Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0380

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

First Reading of an Ordinance Amending Nuisance Regulations Contained Within City Code Title 9, Chapter 3

EXECUTIVE SUMMARY

Presented to City Council is the first reading of an ordinance to improve the nuisance abatement process by adding ten additional enumerated nuisances, aligning nuisance abatement administrative fees with the costs incurred by the City when abating a nuisance, and making other clarifications to nuisance regulations.

STAFF RECOMMENDATION

Adopt the ordinance.

BACKGROUND/DISCUSSION

Nuisances are defined by the City and State Code as “Whatever is injurious to health, indecent, or unreasonably offensive to the senses, or an obstruction to the free use of property, so as essentially to interfere unreasonably with the comfortable enjoyment of life or property, is a nuisance, and a civil action by ordinary proceedings may be brought to enjoin and abate the nuisance and to recover damages sustained on account of the nuisance.” As this a very broad definition City Code enumerates twenty specific definitions of a nuisance. The following are enumerated nuisances: offensive smells, filth or noisome substance, impeding passage of navigable river, water pollution, blocking public and private ways, billboards, storing of flammable junk, air pollution, brush, Dutch Elm Disease or emerald ash borer damage, airport air space, houses of ill fame, stagnant water, junk or unregistered vehicles, junk, refuse, or garbage, containers, poison, dangerous or unsafe, building/structure, and semitrailers parking on residential parcels.

The proposed ordinance would add ten additional enumerated nuisances to the City Code. The conditions addressed by these proposed additions already qualify as nuisances under the current City Code, with enforcement and abatement activities reflecting this fact. However, it is staff's opinion that these particular conditions would be better addressed with direct and

unambiguous code language. Currently, these conditions, which are all common occurrences, are addressed through interpretations of existing code language. The more specific code is as to what is required of property owners would make understanding, complying with, and enforcing nuisance regulations easier for property owners, community members, and city staff. To accomplish this, the proposed ordinance would add the following enumerated nuisances to be added to City Code. The text of which reflects Council directions given at the December in-depth meeting.

On July 20th, a public hearing on the proposed ordinance was held at the regular City Council meeting. There was no public comment received at this public hearing.

Stagnate Swimming Pools, Spas, Hot Tubs or Wading Pools

Swimming pools, spas, hot tubs or wading pools containing stagnant water. Stagnant water shall include without limitations water that is not properly aerated and/or chlorinated that may serve as a breeding area or habitat or otherwise attract mosquitoes or other insects.

Refuse and Recycling Containers

Empty containers on curb setouts shall be returned to the container storage area before 8:00 am the day following the day of collection. The container storage area shall be either within a building or to the rear or side of the residence. If this is not physically possible, containers shall be kept directly adjacent to a structure. If this is not possible, containers shall be stored in an inconspicuous place. The owner and tenant/occupant are jointly and severally responsible for compliance with this requirement.

Section 13-13-9 of City Code, which also states where and when refuse and recycling containers must be placed for pickup and how they are to otherwise be stored, will be amended to mirror this proposed language.

Bulk Items Intended for Curbside Bulk Pickup

Bulk items intended for pick up by the City through Curbside Bulk Pickup may not be placed at the curb more than 48 hours prior to the scheduled pick up, and must comply with all regulations regarding the quantity of and type of items that are eligible for the Curbside Bulk Pickup Program. Items not meeting these criteria shall be classified as junk, refuse, or garbage.

Junk, Refuse, or Garbage on Trailers

Garbage, refuse, solid waste, junk, debris, or the like, is located on or in any vehicle, trailer or semi-trailer, in a manner that is visible.

Animal Waste

An accumulation of animal waste, bedding materials and food that would attract insects, rodents, or any other vermin and cause an odor that would adversely affect adjoining properties.

Sump Pump Discharge

Sump pump discharge that creates a public nuisance, such as ice build-up on a public street or

sidewalk; or any other hazardous conditions of a public street or sidewalk.

Private Sewer Facilities

Private sewage treatment facilities, including private sewer laterals or appurtenances thereto, shall be maintained in a manner to prevent the surfacing of effluent or the emission of offensive odors. Temporary sanitary facilities shall be maintained in a clean, sanitary manner and not be offensive to any nearby residents.

Open Storage of Items not Intended for Outdoor Use

Open storage of non-weather resistant items which are not intended for outdoor usage, including, without limitation of enumeration: Upholstered or finished furniture intended for indoor usage, such as couches, beds, mattresses, desks, chairs, shelving, household furnishings or equipment including carpeting, electronics, appliances and other typical household items intended for indoor usage.

Tires or Vehicle Parts

The open storage on private property which is residentially zoned of tires or vehicle parts including but not limited to bumpers, engines, exhaust pipes, doors, fenders, hoods, mufflers, seats, windshields or windows, wheels, or any other structural, mechanical, or decorative vehicle parts.

Pallets

The open storage of pallets on private property which is residentially zoned.

Proposed Definition of Open Storage

The storage of items in outdoor areas or in partially enclosed sheds, lean-tos or other structures not totally enclosed by structural walls, roof and properly functioning doors; and where items are visible from a public street, sidewalk, alley or from abutting parcels.

Section 9-3-3(N)(1)(b) of the City Code currently limits the number of unregistered or junk vehicles that can be parked on a parcel to one, even if they are covered by a properly fitting car cover. However, there is no limit on the number of registered or non-junk vehicles that can be parked on a parcel, so long as they are parked in accordance with all applicable provisions of the City Code. Since the visual impact of legally parked and covered unregistered or junk vehicles is the same, they should be regulated in the same manner in order to maintain consistency. This ordinance would remove the limit on the number of unregistered or junk vehicles that can be parked on a parcel if they are covered by a properly fitting car cover, and otherwise legally parked.

When the city abates a nuisance, the property owner is invoiced for the cost of the contractor to perform the abatement and a \$25 administrative fee. This administrative fee is intended to compensate the city for the staff time and resources used to abate the nuisance. The fee has been set at \$25 for many years, at least 11 years, and likely for much longer. While the amount of the fee has stayed flat, the City's costs have not.

At the December in-depth meeting, the City Council directed that the administrative fee for nuisance abatement by the city be increased from \$25 to \$75 for the first offense and \$150 for any subsequent offenses in the same calendar year. This change brings the fee more in line with the costs incurred by the City to abate a nuisance, and aligns the City of Muscatine with other Iowa communities' nuisance abatement administrative fees..

As authorized by state law, the City charges an administrative fee for all properties on which it abates a nuisance. Appendix D of the City Code contains a schedule of fees and fines, as set by a resolution of the City Council, for the portions of the city code that are administered by the community development department. Currently, a fee for nuisance abatement is not included in Appendix D. To maintain consistency, the administrative fee charged for nuisances abated by the city should be included in Appendix D. The proposed ordinance will make the necessary code changes to allow for the administrative fee charged for nuisances abated by the City to be included in Appendix D.

In conjunction with the final reading and approval of the proposed ordinance, staff will bring forward a resolution to amend Appendix D of the ordinance to set the administrative fee for nuisance abatement by the city at \$75 for the first offense and \$150 for any subsequent offenses in the same calendar year.ar.

CITY FINANCIAL IMPACT

A follow-up resolution to increase the administrative fee for nuisance abatement by the city to \$75 for the first offense and \$150 for any subsequent offenses in the same calendar year will be presented to the city council for action at the September 7th city council meeting, in conjunction with the final reading of the ordinance. The resolution is expected to have a positive financial impact on the city budget

ATTACHMENTS

1. Nussiance Reg Update Ordinance - Working Draft 7-24-23 (1)

ORDINANCE NO. 2023-0380

Ordinance Amending Nuisance Regulations Contained Within City Code

WHEREAS, Chapter 3 of Title 9 of the City Code regulates nuisances, which are defined as conditions that are injurious to health, indecent, or unreasonably offensive to the senses, or obstruct the free use of property, interfering unreasonably with the comfortable enjoyment of life or property;

WHEREAS, Certain property conditions, which constitute a nuisance, would be better addressed with direct and unambiguous code language. Currently, these conditions, which are all common occurrences, are addressed through interpretations of existing code language;

WHEREAS, The more specific code as to what is required of property owners would make understanding, complying with, and enforcing nuisance regulations easier for property owners, community members, and city staff;

WHEREAS, To accomplish this, city staff is recommending that the following enumerated nuisances be added to City Code: stagnate swimming pools, spas, hot tubs or wading pools; refuse and recycling containers; bulk item intended curbside bulk pickup; junk, refuse, or garbage on trailers; animal waste; sump pump discharge; private sewer facilities; open storage of items not intended for outdoor use; tires or vehicle parts; and pallets;

WHEREAS, Section 9-3-3(N)(1)(b) of City Code limits the number of unregistered vehicles which are covered by properly fitting car covers and which are parked in a location visible from beyond the parcel upon which they are located to one per parcel;

WHEREAS, An unregistered or junk vehicle and that is covered by a properly fitting car cover and that is legally parked on a privately owned parcel has no more of a visual impact of registered or nonjunk vehicles similarly parked. There is no limit to the number of registered or nonjunk vehicles that can be parked on a parcel, so long as they are parked in accordance with all applicable provisions of City Code. As the visual impact of legally parked and covered unregistered or junk vehicles is the same, they should be regulated in the same manner in order to maintain consistency;

WHEREAS, As authorized by State Code, an administrative fee is charged to all properties upon which City abates a nuisance;

WHEREAS, Appendix D of City Code contains a schedule of fee and fines, as set by a resolution City Council, for the portions of City Code that are administered by the Community Development Department. Currently the nuisance abatement is omitted from Appendix D; and

WHEREAS, In order to maintain consistency, the administrative fee charged for nuisances abated by the City should be included in Appendix D.

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

SECTION 1. Subsection E of Section 2 of Chapter 3 of Title 9 of City Code is hereby renumbered as Subsection F of Section 2 of Chapter 3 of Title 9 of City Code; Subsection F of Section 2 of Chapter 3 of Title 9 of City Code is hereby renumbered as Subsection G of Section 2 of Chapter 3 of Title 9 of City Code; Subsection G of Section 2 of Chapter 3 of Title 9 of City Code is hereby renumbered as Subsection H of Section 2 of Chapter 3 of Title 9 of City Code; and Subsection H of Section 2 of Chapter 3 of Title 9 of City Code is hereby renumbered as Subsection I of Section 2 of Chapter 3 of Title 9 of City Code

SECTION 2. The following text is added as **Section 9-3-2(E):**

E. “Open Storage” means the storage of items in outdoor areas or in partially enclosed sheds, lean-tos or other structures not totally enclosed by structural walls, roof and properly functioning doors; and which items are visible from a public street, sidewalk, alley or from abutting parcels.

SECTION 3. The following text is added as **Section 9-3-3(U):**

U. Stagnate Swimming Pools, Spas, Hot Tubs or Wading Pools

Swimming pools, spas, hot tubs or wading pools containing stagnant water. Stagnant water shall mean without limitation water that is not properly aerated and/or chlorinated that may serve as a breeding area or habitat for or otherwise attract mosquitoes or other insects.

SECTION 4. The following text is added as **Section 9-3-3(V):**

V. Refuse and Recycling Containers

- 1. Empty containers on curb setouts shall be returned to the container storage area before 8:00 am of day following the day of collection.**
- 2. The container storage area shall be either within a building or to the rear or side of the residence, if this is not physically possible, containers shall be kept directly adjacent to a structure, if this is not possible, containers shall be stored in an inconspicuous place.**
- 3. The owner and tenant/occupant are jointly and severally responsible for compliance with this requirement.**

SECTION 5. The text of **Section 13-3-9(A)** is amended to read as follows:

Refuse and recycling containers shall be placed for City collection pursuant to Subsections (B) and (C) at or before 5:00 o’clock A.M. on collection days, but in no case, earlier than 4:00 o’clock P.M. the day before collection. Empty containers on curb setouts shall be returned to the container storage area before 8:00 am of day following the day of collection. The container storage area shall be either within a building or to the rear or side of the

residence, if this is not physically possible, containers shall be kept directly adjacent to a structure, if this is not possible, containers shall be stored in an inconspicuous place. The owner and tenant/occupant are jointly and severally responsible for compliance with this Chapter.

SECTION 6. The following text is added as Section 9-3-3(W):

W. Bulk Item Intended Curbside Bulk Pickup

Bulk items intended for pick up by the City through Curbside Bulk Pickup may not be placed at the curb more than 48 hours prior to the scheduled pick up, and must comply must comply with all regulations regarding the quantity and type of items that are eligible for the Curbside Bulk Pickup Program. Items not meeting these criteria shall be classified as junk, refuse, or garbage.

SECTION 7. The following text is added as Section 9-3-3(X):

X. Junk, Refuse, or Garbage on Trailers

Garbage, refuse, solid waste, junk, debris, or the like that is located on any vehicle, trailer or semi-trailer, in a manner that is visible

SECTION 8. The following text is added as Section 9-3-3(Y):

Y. Animal Waste

An accumulation of animal waste, bedding materials and food that would attract insects, rodents, or any other vermin and cause an odor that would adversely affect adjoining properties.

SECTION 9. The following text is added as Section 9-3-3(Z):

Z. Sump Pump Discharge

Sump pump discharge creating a public nuisance, such as ice build-up on a public street or sidewalk, or any other hazardous conditions on a public street or sidewalk.

SECTION 10. The following text is added as Section 9-3-3(AA):

AA. Private Sewer Facilities

- 1. Private sewage treatment facilities, including private sewer laterals or appurtenance thereto, shall be maintained in a manner to prevent the surfacing of effluent or the emission of offensive odors.**
- 2. Temporary sanitary facilities shall be maintained in a clean, sanitary manner and not be offensive to any nearby residents.**

SECTION 11. The following text is added as **Section 9-3-3(BB)**:

BB. Open Storage of Items not Intended for Outdoor Use

Open storage of non-weather resistant items which are not intended for outdoor usage, including without limitation of enumeration: upholstered or finished furniture intended for indoor usage such as couches, beds, mattresses, desks, chairs, shelving, household furnishings or equipment including carpeting, electronics, appliances and other typical household items intended for indoor usage.

SECTION 12. The following text is added as **Section 9-3-3(CC)**:

CC. Tires or Vehicle Parts

The open storage on private property which is residentially zoned of tires or vehicle parts including but not limited to bumpers, engines, exhaust pipes, doors, fenders, hoods, mufflers, seats, windshields or windows, wheels, or any other structural, mechanical, or decorative vehicle parts.

SECTION 13. The following text is added as **Section 9-3-3(DD)**:

DD. Pallets

The open storage of pallets on private property which is residentially zoned.

SECTION 14. The text of **Section 9-3-3(N)(1)(b)** is amended to read as follows:

b. Outdoors in locations not within the public right of way in which a vehicle may be lawfully parked, provided that any such vehicle is fully covered with a commercial tarpaulin constructed especially for motor vehicles, sufficient in size to cover the entire vehicle. Such vehicle cover must be in good condition and must be replaced if it becomes torn, weather-beaten, or acquires any other defects. Makeshift covers do not satisfy the requirement of this subsection.

SECTION 15. The text of **Section 9-3-10** is amended to read as follows:

If the City abates a nuisance under Section 9-3-9 of this Chapter, the City Clerk shall report the fact in writing to the Council, stating the cost and value of all tools, appliances, materials, labor, and assistance used, consumed, and performed by and for him or her, giving the several items thereof, and the name of the person responsible for the commission of such nuisance and a description of the property, lot, or parcel of ground whereon such nuisance existed or from which the same came.

SECTION 16. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 17. Any Ordinance or part thereof in conflict or inconsistent with the provisions of this Ordinance is repealed.

SECTION 18. This ordinance shall be in effect from and after the passage and approval and publication of this ordinance, as provided by law

PASSED, APPROVED AND ADOPTED this day of , 2023.

Attest

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

Brad Bark, Mayor

Carol Webb
City Clerk

First Reading: 8-3-2023
Second Reading:
Third Reading:
Publication:



City of Muscatine

ITEM NUMBER 2023-0390

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

First Reading of an Ordinance Amending Title 10, Chapter 20, Section 4 of City Code - Home Occupations

EXECUTIVE SUMMARY

Presented for City Council's consideration is the first reading of an Ordinance Amending Title 10, Chapter 20, Section 4 of City Code - Home Occupations. Home occupations are regulated by Section 10-20-4 of the City Code, which was adopted in 2018. However, State legislation passed in June 2022 restricts how cities in Iowa can regulate home occupations. As a result, the City Attorney has identified a number of provisions in the City Code that are noncompliant with state law. This ordinance will remove the noncompliant section from the City Code.

STAFF RECOMMENDATION

On July 11, 2023, The Planning and Zoning Commission voted 6-1 to recommend approval of the attached ordinance. Staff concurs with this recommendation.

BACKGROUND/DISCUSSION

Home occupations are regulated by Section 4, Chapter 20 of Title 10 of City Code. "Home occupations" as defined by City Code are, "an occupation or business activity which results in a product or service and is conducted in whole or in part in a dwelling unit, and is subordinate to the residential use of the dwelling unit". The intent of these regulations is to allow for home-based business activities that are not otherwise permitted in residentially zoned districts, but which are clearly subordinate and compatible with the surrounding residential land uses and which will not negatively impact the character of the residential area.

Home occupations can be very beneficial to the community when governed by zoning regulations, which permit as broad of an array of home occupations as possible without negatively impacting the surrounding neighborhood. Home occupations are an important part of any local economy and a critical component of allowing the local economy to grow through the entrepreneurial activities of its residents. These

regulations foster the establishment of new businesses by eliminating the need for some small businesses to rent commercial space, a factor which could make all the difference to a new business. Allowing for work at home can save commuting and child care costs, and can give those who might be unable to work outside of the home, including single parents, the elderly and the disabled, an opportunity to earn a living. However, any benefits of home occupations must be balanced with neighbors' rights not to be disturbed by excessive noise, odors, traffic and other nuisances that are not characteristic of a residential area.

Existing home occupation regulations that are contained within Section 10-20-4 of City Code were adopted in 2018. This code change was a shift from a very restrictive approach towards regulating home occupations, to one that is based on performance-based standards. This approach keeps the burdens on home occupations as light as possible by focusing only on activities that may disrupt neighbors. Performance standards can prevent harm to neighbors by prohibiting excessive noise, odors, traffic and other nuisances that are unwelcome in residential neighborhoods. This approach also better protects neighbors and preserves the residential character of residentially zoned areas by creating very specific and easy to enforce regulations on potentially disruptive activities. Current regulations are divided into eight topical subsections which address the following:

- Regulations that establish a home occupation as an accessory use only
- A list of prohibited activities, equipment, and materials
- Regulations, which as much as possible, prohibit any visible exterior evidence of home occupation
- Regulations regarding vehicles, parking, and traffic
- Regulations regarding on-site customers, clients, or patrons
- Regulations regarding delivery or pick-up of items
- Regulations regarding employees
- Regulations regarding hours of operation

In June 2022, legislation restricting the manner in which cities in Iowa can regulate home occupations was approved. The intent of the legislation was similar to the City's 2018 change to home occupation regulations, to remove the regulatory burden from home occupations that are not impacting their neighbors. However, this state legislation went further than the City's code change, in removing regulations and restrictions on home occupancy. Full text of state code governing how cities can regulate home based businesses can be found at the following link: <https://www.legis.iowa.gov/docs/ico/chapter/414.33.pdf>

As a result, a number of provisions of the City's home occupation regulations are no longer compliant with state law, and are not enforceable. The following currently adopted provisions of the home occupation regulations contained within City Code have been identified by the City Attorney as noncompliant with state law.

- The requirement that not more than 500 square feet or 25 percent of the dwelling unit floor area, whichever is greater, be used to conduct the home occupation. 10-20-4(B)(1)(b)

- The prohibition of tattooing and body piercing as a home occupation. 10-20-4(B)(2)(j)
- The prohibition of kenneling or other forms of boarding animals for compensation as a home occupation. 10-20-4(B)(2)(k)
- The requirement that a home occupation be conducted entirely within the main dwelling. 10-20-4(B)(3)(a)
- The rule that not more than two vehicles, externally identifiable as being associated with the home occupation, are allowed to be parked in a manner that is visible from off the property at any one time. 10-20-4(B)(4)(b)
- The restriction on the number of customers that may visit a home occupation in a 24 hour period. Currently, the limit is 5 clients or customers in the dwelling unit or on the premises during any period of 60 consecutive minutes or more than 12 in any given 24-hour period. 10-20-4(B)(5)
- A Restriction on delivery or pick-up of items. Currently the shipment and delivery of products, merchandise or supplies shall be limited to between 7:00 a.m. and 7:00 p.m. and shall regularly occur only in single rear axle straight trucks or smaller vehicles normally used to serve residential neighborhoods. 10-20-4(B)(6)
- The prohibition of individuals, other than residents of the household, being employed in the home occupation at the home. 10-20-4(B)(7)
- The restriction on hours of operation of a home occupation to between the hours of 7:00 PM and 7:00 AM unless said occupation is contained entirely within the principal building and will not require any on-street parking facilities. 10-20-4(B)(8)

To bring the City's home occupation regulations back into compliance with state law, an ordinance removing the regulatory provisions identified above will need to be adopted.

At the April 13, 2023 in-depth meeting, City Council was briefed on this matter. At this meeting, council asked for more information on the following.

Could a registration or licensing system for home-based businesses be set up?

State Code expressly prohibits this. Section 414.33(3) states "A city shall not prohibit a no-impact home-based business or otherwise require a person to apply, register, or obtain any permit, license, variance, or other type of prior approval from the city to operate a no-impact home-based business."

Can parking requirements be applied to home-based businesses?

Cities may adopt regulations that disallow the use of on-street parking for home-businesses. Currenty Section 10-20-4(B)(4)(a) of City Code states, "The home occupation shall not generate excessive vehicular traffic or parking in the area of the principal structure. Parking shall be restricted to existing on-street and on-site parking associated with the principal structures." City Council retains the option of being able to amend City Code to prohibit the use of on-street parking for home-based businesses.

Do restrictions on how cities may regulate home-based businesses impact building and fire code requirements that may be triggered by the presence of a home based-business?

Section 414.33(5) of State Code states, "A city shall not require as a condition of

operating a home-based business that the property be rezoned for commercial use or that the business owner install or equip fire sprinklers in a single-family detached residential dwelling or any residential dwelling with not more than two dwelling units."

On July6, 2023, a public hearing before the City Council was held, with no comments received. On July 11, 2023, The Planning and Zoning Commission voted 6-1 to recommend approval of the attached ordinance.

CITY FINANCIAL IMPACT

None.

ATTACHMENTS

1. Home Occupation Regulations(2023) Ordinance (1)

ORDINANCE NO. 2023-0390

**ORDINANCE AMENDING SECTION 4, CHAPTER 20 OF TITLE 10 OF CITY
CODE – HOME OCCUPATIONS**

WHEREAS, home occupations are regulated by Section 4, Chapter 20 of Title 10 of City Code. “Home occupations” as defined by City Code are, “an occupation or business activity which results in a product or service and is conducted in whole or in part in a dwelling unit, and is subordinate to the residential use of the dwelling unit”. The intent of these regulations is to allow for home-based business activities that are not otherwise permitted in residentially zoned districts, but which are clearly subordinate and compatible with the surrounding residential land uses and which will not negatively impact the character of the residential area;

WHEREAS, in June 2022, state legislation restricting the manner in which cities in Iowa can regulate home occupations was approved;

WHEREAS, a number of the currently adopted provisions of the home occupation regulations contained within City Code have been identified by the City Attorney as noncompliant with state law;

WHEREAS, in order to bring the City’s home occupation regulations back into compliance with state law, the proposed ordinance removing the regulatory provisions that are noncompliant with state law will need to be adopted;

WHEREAS, the Planning and Zoning Commission did on July 11, 2023, voted 6-1 to recommend approval of this ordinance; and

WHEREAS, a public hearing, July 6, 2023, was conducted by the City Council of Muscatine prior to the adoption this ordinance.

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

SECTION 1. The currently adopted version of Section 10-20-4(B)(1)(b) of City Code is here by deleted from City Code.

SECTION 2. The currently adopted version of Section 10-20-4(B)(1)(c) of City Code is here by renumbered as Section 10-20-4(B)(1)(b)

SECTION 3. The currently adopted version of Section 10-20-4(B)(2)(j) of City Code is here by deleted from City Code.

SECTION 4. The currently adopted version of Section 10-20-4(B)(2)(k) of City Code is here by deleted from City Code.

SECTION 5. The currently adopted version of Section 10-20-4(B)(3)(a) of City Code is here by deleted from City Code.

SECTION 6. The currently adopted version of Sections 10-20-4(B)(3)(b through i) of City Code are hereby renumbered so that start with Section 10-2-4(B)(a) and proceed sequentially.

SECTION 7. The currently adopted version of Section 10-20-4(B)(4)(b) of City Code is here by deleted from City Code.

SECTION 8. The currently adopted version of Section 10-20-4(B)(4)(a) of City Code is here by renumbered as Section 10-20-4(B)(4)

SECTION 9. The currently adopted version of Section 10-20-4(B)(5) of City Code is here by deleted from City Code.

SECTION 10. The currently adopted version of Section 10-20-4(B)(6) of City Code is here by deleted from City Code.

SECTION 11. The currently adopted version of Section 10-20-4(B)(7) of City Code is here by deleted from City Code.

SECTION 12. The currently adopted version of Section 10-20-4(B)(8) of City Code is here by deleted from City Code.

SECTION 13. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 14. Any Ordinance or part thereof in conflict or inconsistent with the provisions of this Ordinance is repealed.

SECTION 15. This ordinance shall be in effect from and after the passage and approval and publication of this ordinance, as provided by law

PASSED, APPROVED AND ADOPTED this 7th day of September, 2023.

Attest

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

Brad Bark, Mayor

Carol Webb
City Clerk

First Reading: 8/3/23
Second Reading:
Third Reading:
Publication:



City of Muscatine

ITEM NUMBER 2023-0386

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Richard Klimes, Parks and Recreation Director
Jeff Limburg, Athletic Facilities Supervisor
Kelsie Stafford, Program Supervisor

SUBJECT

Resolution Approving the Contract and Bond for the Soccer Complex Irrigation Replacement Project

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution approving the contract and bond for the soccer complex irrigation replacement project. The City of Muscatine staff and Watersmith Engineering developed the plans and specifications for the Soccer Complex Irrigation Replacement Project. The Muscatine City Council held a public hearing and approved the plans and specifications on June 15, 2023. Additionally, the Council awarded the contract by resolution on July 20, 2023.

STAFF RECOMMENDATION

The City Staff and the project engineer evaluated the submitted proposals and the contract and bond and found them to be responsive and recommend approval of the resolution approving the contract and bond to Mid American Sports Construction for the Soccer Complex Irrigation Replacement Project in the amount of \$310,136.23.

BACKGROUND/DISCUSSION

The Muscatine Soccer Complex was built in 1992 and the original irrigation system is now due to be replaced. Over the past several years, the hydraulic system has had several issues that have led to irrigation heads not turning on and not turning off at designated times, combined with multiple line leaks. This has resulted in both extreme wet and dry conditions throughout the fields, which has negatively affected the quality of the playing surface.

CITY FINANCIAL IMPACT

In the FY 23/24 Muscatine Soccer Complex Budget, \$360,000.00 was approved for the Soccer Complex Irrigation Replacement Project.

ATTACHMENTS

1. Soccer Complex Irrigation Replacement Project Contract - Mid America Sports Construction
2. Mid America Sports Construction Certificate of Liability
3. Resolution Approving Contract and Bond for Soccer Complex Irrigation Project

CONTRACT

Soccer Complex Irrigation Replacement Project
City of Muscatine
Muscatine, IA

THIS CONTRACT, made and entered into at Muscatine, Iowa this 3rd day of August, 2023, by and between the City of Muscatine hereinafter called the "Jurisdiction", and Mid-America Golf & Landscape, Inc., DBA Mid-America Sports Construction, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the soccer irrigation replacement project 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. 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 replacing the irrigation system on Fields 1-6 and connecting two adjacent irrigation areas to the new new irrigation system in Muscatine, Iowa.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of three hundred ten thousand, one hundred thirty-six and 23/100 dollars (\$310,136.23), 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 March 30, 2024; and to pay liquidated damages for noncompliance with said completion provisions at a rate of Five Hundred dollars (\$500.00) 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:

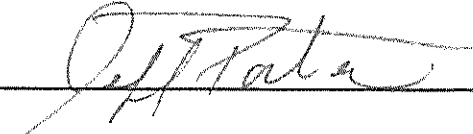
By

Brad Bark, Mayor

(Seal)

ATTEST:

By



Jeff Porter/Vice President

Contractor's Contact Name

Contractor's Title

Carol Webb, City Administrator

1621 SE Summit St

Street Address

Lees Summit, MO 64081

City, State, Zip Code

816-524-0010

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C0045-69 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. 800151448

Name of Surety Atlantic Specialty Insurance Company

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

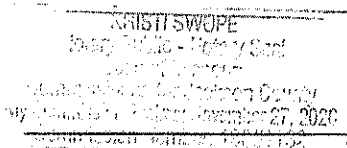
CORPORATE ACKNOWLEDGMENT

State of Missouri)
) SS
Jackson County)

On this 27 day of July, 2023, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared Jeff Porter and _____, to me known, who, being by me duly sworn, did say that they are the Jeff Porter and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jeff Porter and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Kristi Swope
Notary Public in and for the State of _____
My commission expires _____

Missouri
11/27 20, 2023



City of Muscatine

August 3, 2023

CONTRACT

PAGE 00500-3

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	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5	6" PVC SLEEVE	LF	67	\$25.84	\$1,731.28
18	PRIMARY DECODER WIRE, 14 AWG	LF	4,025	\$0.79	\$3,179.75
19	SECONDARY DECODER WIRE, 18 AWG	LF	3,155	\$0.76	\$2,397.80
20	1 STATION DECODER	EA	1	\$145.23	\$145.23
21	2 STATION DECODER	EA	1	\$228.19	\$228.19
22	4 STATION DECODER	EA	10	\$396.85	\$3,968.50
23	6 STATION DECODER	EA	2	\$424.21	\$848.42
24	COPPER GROUNDING PLATE ASSEMBLY	EA	5	\$431.68	\$2,158.40
25	2" SOLENOID VALVE BOX ASSEMBLY	EA	53	\$98.23	\$5,206.19
26	QUICK COUPLING VALVE	EA	10	\$424.36	\$4,243.60
27	ISOLATION VALVE	EA	5	\$455.34	\$2,276.70
28	CONTROL PANEL	EA	1	\$3,009.64	\$3,009.64
29	SPRINKLER ASSEMBLY	EA	304	\$238.67	\$72,555.68
30	SIDEWALK REMOVAL AND REPLACEMENT	SF	563	\$23.71	\$13,348.73
31	REMOVAL OF PIPE	LF	6,083	\$1.13	\$6,873.79
32	SEEDING, FERTILIZING, AND MULCHING	SY	4,654	\$1.76	\$8,191.04
A1	2" LATERAL OR MAIN, HDPE	LF	14,925	\$7.52	\$112,236.00
A2	3" MAIN, HDPE	LF	1,165	\$16.85	\$19,630.25
A3	4" MAIN, HDPE	LF	1,985	\$21.85	\$43,372.25
A4	6" MAIN, HDPE	LF	20	\$41.61	\$832.20
A6	6"x4" REDUCER, HDPE	EA	2	\$35.62	\$71.24
A7	4"x3" REDUCER, HDPE	EA	4	\$32.15	\$128.60
A8	4"x2" REDUCER, HDPE	EA	6	\$28.65	\$171.90
A9	2"x1" REDUCER, HDPE	EA	1	\$29.32	\$29.32

A10	4" 90 DEGREE ELBOW, HDPE	EA	14	\$28.65	\$401.10
A11	2" 45 DEGREE ELBOW, HDPE	EA	1	\$21.23	\$21.23
A12	2" 90 DEGREE ELBOW, HDPE	EA	51	\$21.23	\$1,082.73
A13	6"x6" TEE, HDPE	EA	1	\$61.23	\$61.23
A14	4"x4" TEE, HDPE	EA	4	\$38.45	\$153.80
A15	4"x2" TEE, HDPE	EA	25	\$33.01	\$825.25
A16	3"x2" TEE, HDPE	EA	23	\$31.58	\$726.34
A17	2"x2" TEE, HDPE	EA	1	\$29.85	\$29.85
TOTAL CONTRACT AMOUNT				\$310,136.23	

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Soccer Complex Irrigation Replacement Project
 City of Muscatine
 Muscatine, IA

KNOW ALL BY THESE PRESENTS:

That we, Mid-America Golf & Landscape, Inc., DBA Mid-America Sports Construction, as Principal (hereinafter the "Contractor" or "Principal" and Atlantic Specialty Insurance Company, as Surety are held and firmly bound unto City of Muscatine, Iowa, as Obligor 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 three hundred ten thousand, one hundred thirty-six and 23/100 DOLLARS (\$310,136.23), 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 3rd day of August, 2023, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

The project consists replacing the irrigation system on Fields 1-6 and connecting two adjacent irrigation areas to the new new irrigation system in Muscatine, Iowa.

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 2-year period, 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 word, 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.

(CONT - PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Project No. _____

Witness our hands, in triplicate, this 3rd day of August, 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:

Mid-America Golf and Landscape, Inc. DBA Mid-America Sports Construction
1621 SE Summit Street, Lee's Summit, MO 64081

Contractor

By:

Signature

Title

SURETY:

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800, Plymouth, MN 55441 (952) 852-7431
Surety Company

By:

Signature Attorney-in-Fact Officer

Tahitia M. Fry, Attorney-in-Fact

Name of Attorney-in-Fact Officer

Founders Series of Lockton Companies, LLC

Company Name

441 W. 47th Street, Suite 900

Company Address

Kansas City, MO 64112-1906

City, State, Zip Code

(816) 960-9000

Company Telephone Number

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

City of Muscatine

August 3, 2023

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

PAGE 00610-4



BEFORE ME, MICHAEL J. LEAHY, President, of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, with its principal office in Pleasanton, California, the following persons are appearing: Patrick L. Probst, Debra J. Scarborough, Christy M. Braille, Mary T. Flaungan, Jeffrey C. Carey, Charissa D. Lecuyer, Evan D. Sizemore, Rebecca S. Leal, Fabiola M. Fry, C. Stephens Griggs, Kellie A. Meyer, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Layne, Kristin D. Thurber, each of whom I have before me and whom, in due and lawful ceremony, have made oath and delivered, for and in my behalf as an officer and all others, recognizances, contracts of indemnity, and all other writings, the nature as the nature thereof, provided that as to each of our undertakings or agents under this authority, shall proceed to attend the sum of, unlimited and the execution of each benefit, recognizance, contract of indemnity, and all other writings obligations in the nature thereof in pursuance of the aforesaid, to be as binding upon said Company, as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and entered into by agreement of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2017:

Resolved: That the President, any Vice President or any Authorized Officer of the Company may execute to and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereon, and that the Authorized Officers may appear and authorize or authorize in fact to execute on behalf of the Company any and all such recognizances, and in fact the Company seal thereon, and that the Authorized Officers may, at any time, remove any such Attorney-in-fact and revoke all powers and authorities given to any such Attorney-in-fact.

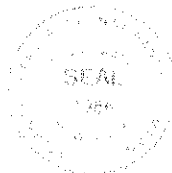
Resolved: That the Company in fact may be given full power and authority to execute for and in fact to and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Company in fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This Power of Attorney is signed and sealed by foregoing under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2017:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed to the certificate of any power of attorney, or to any certificate of authority appointing an Attorney-in-fact for purposes only of executing and sealing any bond, recognizance, contract of indemnity or other written obligation in the nature thereof, and any such instrument executed where so used, being properly signed by the Company or the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though personally affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2021.

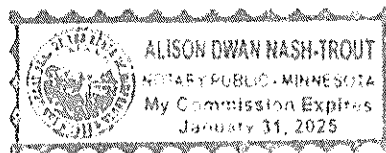
CHRISTINA MCMILLAN
Secretary (ATLANTIC)



IN

Sarah A. Kohn, General Counsel

On this first day of January, 2021, in New York, we personally came Sarah A. Kohn, General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, known to be the person whose name and office is described in and who executed the foregoing instrument, and she acknowledged the execution of the same, and being by me duly sworn that she is the said officer of the Company aforesaid, and that the seal affixed to the foregoing instrument is the seal of said Company, and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the said officer, and at the direction of the Company.



Alison Dwan Nash-Trout

I, the undersigned Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is as full, true and correct as the same and the resolutions on which it is based are true and correct and as same stated. Dated this August 1, 2022.

Christy M. Braille, Secretary
ATLANTIC SPECIALTY INSURANCE COMPANY



Christy M. Braille, Secretary

Please stamp third verification of this document.



CERTIFICATE OF LIABILITY INSURANCE

3/25/2024

DATE (MM/DD/YYYY)

7/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		
INSURED 1519307 MID-AMERICA GOLF & LANDSCAPE 1621 SE SUMMIT ST LEE'S SUMMIT MO 64081		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: BITCO National Insurance Company		20109
		INSURER B: BITCO General Insurance Corp		20095
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** 19765355 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	CLP 3727461	3/25/2023	3/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	CAP3727459	3/25/2023	3/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	CUP3727462	3/25/2023	3/25/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 Prod/Comp Ops \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC3727460	3/25/2023	3/25/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF MUSCATINE IS NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

19765355
CITY OF MUSCATINE
215 SYCAMORE STREET
MUSCATINE IA 52761

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Schedule of Named Insureds:

Mid-America Golf & Landscape, Inc.
DBA Mid-America Sports Construction
Golfland Investors, LLC
203, LLC (Vacant Land Owners)
Mid-America Sports, LLC
Mid-America Athletic Surfaces, LLC
348, LLC

RESOLUTION 2023-0386

**APPROVING CONTRACT AND BOND
SOCCER COMPLEX IRRIGATION REPLACEMENT PROJECT**

WHEREAS, this Council has awarded the contract for the Soccer Complex Irrigation Replacement Project to Mid-America Sports Construction, dated the 20th day of July, 2023 in the amount of \$310,136.23; 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 Mid-America Sports Construction, dated the 20th day of July, 2023 in the amount of \$310,136.23, is approved.
2. The performance and payment bond accompanying such contract, wherein Mid-America Sports Construction appears as principal and Atlantic Specialty Insurance Company 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 3rd DAY OF AUGUST, 2023.

Dr. Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0348

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Nancy Lueck, Finance Director
Carol Webb, City Administrator

SUBJECT

Resolution Setting Public Hearing on Proposed Development Agreement with Kent Pet Group, Inc. for the Construction of a New Production Facility

EXECUTIVE SUMMARY

City Council previously gave consensus approval for the City to proceed with entering into a Development Agreement with Kent Pet Group, Inc., for the construction of a new World's Best Cat Litter production facility. This production facility will be located at 4315 W. 55th Avenue, will add 28 new high-quality jobs, and retain 42 jobs.

Prior to taking action on the proposed Development Agreement, a public hearing is required. This resolution will set the public hearing for August 17, 2023 at 6:00 p.m. After the public hearing, the City Council will consider taking action to approve the Development Agreement with Kent Pet Group, Inc.

STAFF RECOMMENDATION

Staff recommends approval of the the resolution setting the public hearing.

BACKGROUND/DISCUSSION

At the February 9, 2023 In Depth meeting, City Council gave consensus approval for the City to proceed with entering into a Development Agreement and TIF Rebate with Kent Pet Group, Inc. for the construction of a new World's Best Cat Litter production facility. The proposed development agreement would provide for a 10-year tax increment (TIF) rebate with years 1-5 at 75% and years 6-10 at 50% up to a maximum total rebate amount not to exceed \$11,355,000.

This project involves the construction of a new production facility to be located at 4315 W. 55th Avenue, will add 28 new high-quality jobs, and retain 42 jobs.

CITY FINANCIAL IMPACT

This project will be funded from future incremental property taxes (TIF) funds, and as such, will have no impact on the current City budget.

ATTACHMENTS

1. Res Set Date Dev Agmt AA - Kent Pet (Muscatine-72 2023)-v3.8-3-23
2. Development Agreement (Kent Pet Group) (Muscatine #72 2023)-v3.8-3-23

July 26, 2023

Via Email

Carol Webb
City Administrator/City Hall
Muscatine, IA

Re: Development Agreement (Kent Pet Group, Inc.)
Our File No. 421464-72

Dear Carol:

Attached please find copies of proceedings to enable the City Council to act on August 3rd to set August 17th as the date for a public hearing on the proposed Development Agreement with Kent Pet Group, Inc., including the proposal for economic development tax increment payments.

The notice of public hearing on the Development Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is August 13, 2023. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the August 17th meeting the necessary proceedings to approve the Development Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Nancy Lueck
Andrew Fangman
Cinda Hilger

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Kent Pet Group, Inc.)

421464-72

Muscatine, Iowa

August 3, 2023

A meeting of the City Council of the City of Muscatine, Iowa, was held at _____ p.m., on August 3, 2023, at the City Hall Council Chambers, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2023-0348

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Kent Pet Group, Inc., Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Kent Pet Group, Inc. (the “Corporation”) in connection with the construction of a new commercial building for use in its cat litter production business operations; and

WHEREAS, the Development Agreement would provide financial incentives to the Corporation in the form of annual appropriation incremental property tax payments in an amount not to exceed \$11,355,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. This City Council shall meet on August 17, 2023, at 6 p.m., at the City Hall Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH KENT PET GROUP, INC. AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Muscatine, Iowa, will meet on August 17, 2023, at 6 p.m., at the City Hall Council Chambers, Muscatine, Iowa, at which time and place proceedings will be instituted and action taken to approve a Development Agreement (the “Agreement”) between the City and Kent Pet Group, Inc. (the “Corporation”) in connection with the construction of a new commercial building for use in its cat litter production business operations in the Consolidated Muscatine Urban Renewal Area, which Agreement provides for certain financial incentives to the Corporation in the form of annual appropriation incremental property tax payments in an amount not to exceed \$11,355,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Corporation under the Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Consolidated Muscatine Urban Renewal Area. Some or all of the payments under the Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Agreement or may abandon the proposal.

This notice is given by order of the City Council of Muscatine, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Carol Webb
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 3, 2023.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MUSCATINE COUNTY SS:
CITY OF MUSCATINE

I, the undersigned, City Clerk of the City of Muscatine, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Muscatine, Iowa (the “City”) and Kent Pet Group, Inc. (the “Company”), as of the 17th day of August, 2023 (the “Commencement Date”).

WHEREAS, the City has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the construction of a new commercial building on the Property (the “Project”) for use in its cat litter production business operations; and

WHEREAS, the base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and pursuant to Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1 of the year prior to the year in which the Triggering Certification (as herein defined) is submitted to the City by the Company; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction. The Company agrees to construct the Project on the Property. Furthermore, the Company expects this construction to result in approximately \$75,000,000 in capital improvements for the Property, including construction work, equipment, furnishings and other capital improvements. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved in accordance with City Code Section 10-2-7(I) on April 28, 2023. The Site Plan is attached hereto as Exhibit B. The Site Plan may be amended in accordance with the Muscatine City Code by mutual written consent of the parties. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2026.

The Company agrees to ensure that the completed Project is used in its business operations (the “Operational Requirement”) throughout the Term (as hereinafter defined) of this Agreement.

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

Further, the Company agrees to obtain and continuously maintain adequate insurance covering the Property, including the Project. The Company agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of, the Project resulting from fire or other casualty.

2. IEDA Contract. The Company has entered into an Economic Development Assistance Contract (the “IEDA Contract”) with the Iowa Economic Development Authority (the “IEDA”) under the State of Iowa’s High Quality Jobs Program (the “High Quality Jobs Program”), which is contingent upon the City also agreeing to the IEDA Contract. The IEDA Contract is attached hereto as Exhibit C. The Company agrees to comply with the terms of the IEDA Contract throughout the Term of this Agreement, including any and all requirements set forth therein with respect to the creation and retention of employment positions in connection with the Company’s business operations on the Property.

3. Company’s Operational Certifications; IEDA Contract and Employment Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term commencing October 15, 2027, demonstrating that the Operational Requirement is being met by the Company.

The Company also agrees to submit documentation to the satisfaction of the City no later than each October 15 during the Term commencing October 15, 2024, demonstrating that the Company is in compliance with the requirements of the IEDA Contract. Furthermore the Company agrees to provide written notice to the City within thirty (30) days of the receipt of any notification from IEDA that the Company has fallen out of Compliance with the requirements of the IEDA Contract.

4. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon and to submit a receipt or cancelled check in evidence of each such payment.

5. Property Tax Payment Certification. For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First through Fifth Payments Years	75%
Sixth through Tenth Payment Years	50%

The Company agrees to provide written notification (the “Triggering Certification”) to the City of its intent for the Payments (as hereinafter defined) to commence in a particular fiscal year. Such Triggering Certification shall be due by no later than October 15 of the calendar year immediately preceding the start of the fiscal year in which the initial Payments are intended to begin. In any event, the Triggering Certification shall be made by no later than October 15, 2027.

(It is hereby acknowledged that the City's fiscal years begin on July 1 and end on the following June 30.) The Company hereby acknowledges that the submission of the initial Worksheet (as hereinafter defined) will serve as the Triggering Certification.

Furthermore, the Company agrees to certify to the City by no later than October 15 of each year during the Term, commencing October 15 of the year in which the Triggering Certification is made, an amount (the "Company's Estimate") equal to the Annual Percentage of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Muscatine County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Legal and Administrative Costs. The Company hereby agrees to pay for the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$15,000. The Company agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such costs.

7. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Project, pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to maintain compliance with the Operational Requirement, pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.

- (iv) Failure by the Company to comply with Section A.2, A.3, A.5 and A.6 of this Agreement.
- (v) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

C. Property Ownership Change. Notwithstanding any other provision of this Agreement and to the extent permitted by the IEDA Contract, it shall be permitted and it shall not be an Event of Default for the Company to transfer ownership of the Property to a third party entity at any time, so long as the Company (1) constructs the Project, meets its obligations to maintain, preserve, and keep the Property useful and in good repair and working order, complies with applicable codes and regulations, and maintains adequate insurance as required by Section A1 hereof; and (2) once the Project is completed, uses the Property in its business operations.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed \$11,355,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Muscatine County Treasurer attributable to the taxable valuation of the Property.

The Payments will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.2 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made, and continuing through the expiration of the Term.

For example, assuming the Triggering Certification is made on October 15, 2027 and all appropriation determinations are approved affirmatively by the City Council under Section B.2 below, then Payments will be made on December 1 and June 1, beginning in the City's 2028-2029 fiscal year, and continuing for a period of nine (9) additional fiscal years thereafter, provided,

however, that no Payments shall be made after the sooner of June 1, 2038 or the date on which aggregate Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year in which the Triggering Certification is filed, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2038.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2028 and on June 1, 2029, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2027). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Muscatine County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Muscatine County Auditor an amount equal to the most recently obligated Appropriated Amount.

5. IEDA Contract. The City has entered into the IEDA Contract with IEDA and the Company. The City agrees to comply with the terms of the IEDA Contract throughout the Term of this Agreement including any and all requirements to provide information pursuant to the IEDA Contract.

C. Administrative Provisions

1. Amendment and Assignment. The parties hereto may not cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private

lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2038 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MUSCATINE, IOWA

By: _____
Mayor

Attest:

City Clerk

KENT PET GROUP, INC.

By: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Muscatine, Muscatine County, State of Iowa bearing Muscatine County Property Tax Parcel Identification Numbers 1320126002.

EXHIBIT B
SITE PLAN

[ATTACH SITE PLAN HERE]

EXHIBIT C
IEDA CONTRACT

EXHIBIT D
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 20__):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Available TIF Estimate")
- (8) Factor the Available TIF Estimate (7) by the Annual Percentage =
Company's Estimate = \$_____ x .__ = _____

Applicable Annual Percentage:

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First through Fifth Payments Years	75%
Sixth through Tenth Payment Years	50%



City of Muscatine

ITEM NUMBER 2023-0384

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Setting a Public Hearing for August 17, 2023 at 6:00 PM at City Hall Council Chambers, to Discuss Proposed Changes to Title 3, Chapter 2 of City Code, regarding Right of Way Inspections and Permit Processes.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution setting a public hearing for August 17, 2023 at 6:00 PM at City Hall Council Chambers, to Discuss Proposed Changes to Title 3, Chapter 2 of City Code regarding Right of Way Inspections and Permit Processes. Staff proposes updating and streamlining the subject code to better facilitate both permitting and inspections for work conducted in the city right of way or work in the right of way that will be dedicated to the City.

STAFF RECOMMENDATION

Adoption of the resolution

BACKGROUND/DISCUSSION

During the July 13, 2023 In-depth City Council Meeting, the City Council gave consensus to move forward with proposed changes to Title 3, Chapter 2 of the City Code regarding Right of Way Inspections and Permit Processes. This proposed change would eliminate the existing Chapter 2 of Title 3 and replace it in its entirety with new language.

CITY FINANCIAL IMPACT

None at this time

ATTACHMENTS

1. Public Notice for Public Hearing Code Change Title 3 Ch. 2
2. Public Hearing Resolution Title 3, Chapter 2 (1)

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE PROPOSED CHANGES TO TITLE 3, CHAPTER 2 OF CITY CODE

Public Notice is hereby given that the City Council of the City of Muscatine, Iowa will hold a Public Hearing to hear objections to proposed changes to Title 3, Chapter 2 of City Code. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on August 17, 2023 at 6:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

Carol Webb, City Administrator

RESOLUTION NO. _2023-0384

**SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON THE
PROPOSED CHANGES TO TITLE 3, CHAPTER 2 OF CITY CODE,
REGARDING RIGHT OF WAY INSPECTIONS AND PERMIT PROCESSES**

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the proposed changes to city code;

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

SECTION I: On August 17, 2023 at 6:00 p.m. in the City Council Chambers at City Hall, Muscatine, Iowa, this Council shall hold a public hearing of the proposed changes to Title 3, Chapter 2 of City Code regarding right of way inspections and permit processes.

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

(NOTICE OF PUBLIC HEARING ATTACHED)

PASSED, APPROVED, AND ADOPTED THIS 3rd DAY OF AUGUST, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Dr. Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0385

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Setting a Public Hearing for August 17, 2023 at 6:00 PM in City Hall Council Chambers, to Discuss Proposed Changes to Title 11 of the City Code regarding adding Chapter 4 -Inspections

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution setting a public hearing for August 17, 2023 at 6:00 PM in City Hall Council Chambers, to discuss proposed changes to Title 11 of the City Code regarding adding Chapter 4 -Inspections.

This proposal includes moving the existing Chapter 4 to become Chapter 5, and creating a new Chapter 4 that addresses inspections of infrastructure constructed during subdivision construction.

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

During the July 13, 2023 In-depth City Council Meeting, the council gave consensus to move forward with proposed changes to Title 11, City Code by adding a new Chapter 4 for inspections and moving the current Chapter 4 to Chapter 5.

CITY FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Public Notice for Public Hearing Code Change Title 11
2. Public Hearing Resolution Title 11, Chapter 4 (1)

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE PROPOSED CHANGES TO TITLE 11 OF CITY CODE

Public Notice is hereby given that the City Council of the City of Muscatine, Iowa will hold a Public Hearing to hear objections to proposed changes to Title 11, of City Code. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on August 17, 2023 at 6:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

Carol Webb, City Administrator

RESOLUTION NO. 2023-0385

**SET TIME AND PLACE FOR PUBLIC HEARING ON THE
PROPOSED CHANGES TO TITLE 11, CHAPTER 4 OF CITY CODE,
REGARDING INSPECTIONS FOR SUBDIVISIONS**

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the proposed changes to city code;

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

SECTION I: On August 17, 2023 at 6:00 p.m. in the City Council Chambers at City Hall, Muscatine, Iowa, this Council shall hold a public hearing of the proposed changes to Title 11, Chapter 4 of City Code regarding inspections for subdivisions.

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

(NOTICE OF PUBLIC HEARING ATTACHED)

PASSED, APPROVED, AND ADOPTED THIS 3rd DAY OF AUGUST, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Dr. Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0387

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

April Limburg, City Planner

SUBJECT

A Resolution Awarding a Contract to Brauns Excavating, LLC in the amount of \$19,850 for the Demolition of a Structure Located at 1200 Iowa Ave

EXECUTIVE SUMMARY

The City of Muscatine is demolishing abandoned and dangerous structures that pose a threat to public safety. The structure at 1200 Iowa Ave was determined to be a dangerous building, and the property owner failed to demolish or repair it after being given notice. As a result, the city has solicited bids to demolish the structure and return the property to a state where it can be redeveloped. Braun Excavating has submitted the lowest bid of \$19,850 to do such work.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution awarding a contract for demolition of an unsafe structure at 1200 Iowa Ave.

BACKGROUND/DISCUSSION

The structure located at 1200 Iowa Ave was acquired by Brian or Mary Costas on December 17, 2009, and was subsequently moved to its present location. On June 30, 2011, the property was transferred to TICO Investments. Brian Costas is the registered agent for TICO Investments. On June 17, 2022, TICO Investments entered into a contract for deed with Shawn Sherwood. TICO Investments asserts that it is currently in the process of foreclosing on this contract sale.

The structure has been vacant and largely abandoned, and has regularly generated a substantial number of complaints about the property's condition. Since June 2018, the city has sent 26 nuisance abatement notices for items such as uncut grass and weeds, junk, a junk vehicle, an unsecured structure, and a collapsing porch. Many of these nuisances were ultimately abated by the city.

Neither the deed holder nor the contract holder have made any recent substantial effort to rehabilitate the inside or outside of the property. Since 2018, only one building permit has been issued. This permit was to replace a portion of the structural members and decking, but

no work was completed. Shortly after Mr. Sherwood purchased the property in June 2022 some work was done to remove items from the interior. However, no permits were pulled and all work and activity subsequently ceased.

The structure located at 1200 Iowa Avenue has continuously deteriorated since being moved to its current location in 2010. After an inspection, the structure was determined to be substandard and dangerous because of the following conditions:

- Rotted wood in the interior & exterior
- Structural damage from water infiltration
- Partial collapse of building structure, entire porch/façade collapsing
- Broken/missing windows; not properly secured
- Harborage for raccoons, rodents, etc.

On May 15, 2023, a notice and order to demolish or repair the property within 60 days was sent to both Brian Costas and Shawn Sherwood. Correspondence between the property owners and the Community Development Department was conducted via email, and all letters were sent by regular mail and certified mail. Brian Costas appealed the order to demolish, but the City Council declined the appeal at its July 20th meeting.

The City of Muscatine desires to remove the unsafe structure and have the parcel returned to a state in which it can be redeveloped. A request for bids to demolish this unsafe structure was issued and Brauns Excavating, LLC was the lowest of three responsive bids at \$19,850. Other bids received were Precision Corporation for \$37,550 and Sulzco for \$27,000. The property owner will be billed for the cost of the demolition. If the bill is not paid, demolition and administration costs will be assessed to the property.

CITY FINANCIAL IMPACT

Funds for the demolition will come from bond proceeds. The property owner will be billed for the cost of the demolition. If the invoice is not paid, the cost will be assessed against the property through the special assessment process.

ATTACHMENTS

1. 20230411_112530
2. 20230517_110626
3. 20230517_110737
4. 20230517_110750
5. 20230517_110808

6. 20230517_110848
7. 1200 Iowa Ave Resolution Awarding Contract for Demolition Structure













Prepared by April Limburg, 215 Sycamore St, Muscatine, IA, 52761 (563) 262-4141

RESOLUTION NO. 2023-0387

**A RESOLUTION AWARDED CONTRACT FOR THE DEMOLITION OF A
STRUCTURE AT 1200 IOWA AVE**

WHEREAS, the structure located at 1200 Iowa Ave was abandoned and what remains of the structure now needs to be demolished as it is a hazard to public safety; and

WHEREAS, bids have been received for the demolition of the structure on said parcel.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, Iowa, that the bid from Brauns Excavating, LLC in the amount of \$19,850 be approved and a contract for demolition be awarded.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 2023.

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

Dr. Brad Bark, Mayor

Attest:

Carol Webb City Clerk



City of Muscatine

ITEM NUMBER 2023-1403

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

April Limburg, City Planner

SUBJECT

A Resolution Setting a Public Hearing to Declare Real Estate Owned by the City (619 Hope Ave) as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process

EXECUTIVE SUMMARY

Presented for Council consideration is a Resolution setting a public hearing on the proposal to declare certain real property as surplus. The City of Muscatine currently owns a parcel of property at 619 Hope Avenue for which there is no proposed public use. Before the sale of city-owned property, City Council must determine that the property serves no public purpose and declare it as surplus property. A public hearing must be held prior to such a declaration.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

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

The City currently owns 619 Hope Ave for which there is no identified public use. Once declared as surplus, this parcel will be sold via a closed bid process. In the closed bid auction process, interested parties will have the opportunity to submit a sealed bid by the established deadline. At the established time, the bids will be opened. Starting with the lowest bidder, each bidder will be given the opportunity to raise their bid to an amount which is higher than the current highest bid in increments of not less than \$1,000.00. This procedure will continue until the highest bid is obtained. Failure to bid in any given round will not prevent a party from reentering the bidding process at a later time. The highest bidder will be required to execute a purchase agreement, subject to City Council approval, which shall list the sale price, and provide a closing date.

Chapter 2, Section 12 of Title 1 of the City Code allows the City to sell property to non-profit agencies provided that the planned use of the property fulfills a public purpose and that the sale is conducted via a closed bid process or meets predetermined conditions approved by City Council. This property will be redeveloped for residential housing, which is a City Council priority. No minimum bid price will be set. However, the parcel will sell to the highest bidder able to initiate construction of a residential dwelling within 240 days (however the City Administrator may grant a single extension of up to six months). Any further extension or any extension longer than six months must be approved by the City Council. Preference will be given to non-profits who intend to construct housing for income-qualified (80% AMI or less) first-time home buyers.

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

CITY FINANCIAL IMPACT

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

ATTACHMENTS

1. 619 Hope Map
2. Setting PH declare 619 Hope - notice
3. Resolution to Set a Public Hearing - 619 Hope Ave



PUBLIC NOTICE

TO THE CITIZENS OF MUSCATINE, IOWA:

You are notified that the City of Muscatine will hold a public hearing on the 17th day of August, 2023 at 6:00 pm on a proposal to declare as surplus certain real property, said property bearing Muscatine County Property Tax Parcel Identification Numbers as follows:

0826454008 (619 Hope Ave)

You are further notified that oral or written statements in support of or opposition to the proposed surplus real estate may be made during a public hearing. The hearing will be held during the regular Muscatine City Council meeting. Public participation may be in person or electronic. The meeting link and call in information will be published on the official agenda at the City's website no later than 2 days in advance of the meeting. Following such hearing, the Muscatine City Council may take action on said proposal without further notice or opportunity for hearing.

If you are a person requiring a special accommodation for a disability or language barrier, please contact the City at 563-262-4141 at least three (3) business days in advance of the meeting date.

Carol Webb
City Clerk

RESOLUTION NO. _____

**A RESOLUTION SETTING THE TIME AND PLACE TO
CONDUCT A PUBLIC HEARING TO DECLARE CERTAIN REAL ESTATE
OWNED BY THE CITY AS SURPLUS AND AUTHORIZING THE SALE OF
SAID CERTAIN REAL ESTATE BY SEALED BID PROCESS**

WHEREAS, the City Council of Muscatine, Iowa, does hereby does declare as surplus certain real property, said property bearing Muscatine County Property Tax Parcel Identification Numbers as follows:

0826454008 (619 Hope Ave)

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that a Public Hearing is hereby established. Said hearing to be conducted at 6:00 p.m. on Thursday, August 3, 2023 during the regular City Council meeting. Public participation will be electronic. The attached public notice of the time and place of said public hearing shall be given by publication in the Muscatine Journal as required by the Code of Iowa

PASSED, APPROVED AND ADOPTED this 3rd day of August 2023.

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

Brad Bark, Mayor

Attest:

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0381

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Anthony Kies, Police Chief
Courtney Patel, Animal Control Officer

SUBJECT

Request to Enter into an Agreement with PetData, in the Amount of \$7000, to provide pet licensing for the City of Muscatine.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a Request to enter into a three-year agreement with PetData to provide pet licensing services for the City of Muscatine, Iowa. This contract would approve a first year payment of \$7,000 with two additional years at \$6,000 annually.

STAFF RECOMMENDATION

Staff recommends approval of this request.

BACKGROUND/DISCUSSION

In 2022, City Council adopted changes to Title 6, Chapter 8 of the Muscatine City Code related to animal regulations. At that time, the City Council requested that staff enable more opportunities for residents to purchase pet licenses.

In response to City Council direction, staff is proposing to enter into a contract with PetData to provide animal licensing services for the City of Muscatine. PetData is the only company in the United States providing full-service animal licensing to municipalities, humane societies and other animal welfare agencies. The primary goal is to increase license compliance by offering a more user-friendly licensing process. PetData will create a custom website for the City of Muscatine with licensing information and customer service tools for our citizens.

The services included in the contract are as follows:

- On-line licensing for citizens
- Processing license applications
- Depositing licensing revenue
- Entering license and vaccination data
- Mailing license tags, notices and reminders

- Providing customer service to clients and pet owners
- a PetAccess portal
- Collecting and processing reports from veterinarians
- Maintaining privacy of all data

PetData provides license receipts, applications, renewal forms, pet license tags, and envelopes. PetData will prepare monthly reports of animals licensed detailed by species, sterilization status, cost and licensing agent and additional statistical reports as requested. PetData deposits and accounts for all receipts collected for license fees as approved by the City Finance Director. PetData can also provide dog park licenses if requested at no additional cost to the City. As a result of the implementation of PetData, fewer city service hours will need to be expended.

The initial cost of the service is as follows:

\$6000/year for under 1400 license with a \$1000 one-time start-up fee.

\$4.30/ tag with no additional fees after 1400 licenses (after the 1st Year)

\$2.00 convenience fee for online transactions paid for by citizens. Mail in option is available at no additional cost.

Current licenses:

Based on previous experience, PetData estimates a 42% increase in pet licenses.

Current estimates for registered pets in 2022: 648

CITY FINANCIAL IMPACT

The minimum first year cost of the PetData system is \$7,000, which includes the one-time \$1,000 implementation fee. The next two years have a minimum fixed cost of \$6,000 annually. Increased animal license fees are expected with this system. However, the dollar amount of this increase cannot be determined. This system is being recommended since it addresses one of the City Council's Customer Service goals of implementing online customer service improvements, including providing the ability for customers to transact business online. The system will also increase the accessibility of pet license data to the Animal Control Officer and Police officers, at a reasonable cost.

ATTACHMENTS

1. PetData Standard Agreement Muscatine IA July 2023

AGREEMENT FOR ANIMAL LICENSING SERVICES

THIS AGREEMENT FOR ANIMAL LICENSING SERVICES (“Agreement”) is made and entered into by and between The City of Muscatine hereinafter called “CITY,” and PETDATA, INC., a Texas for-profit corporation, hereinafter called “CONTRACTOR,” as of the date last signed by a party as reflected on the signature page of this Agreement (“the Execution Date”).

For good and valuable consideration, CITY and CONTRACTOR agree as follows:

1. SERVICES

For the consideration set forth below, CONTRACTOR agrees to provide to CITY the animal licensing services described under “CONTRACTOR’S RESPONSIBILITIES” in Exhibit A, attached hereto and incorporated herein by reference (collectively, the “Services”), upon the terms and conditions of this Agreement. The Services relate to CITY’s licensing and registration of pets. CITY agrees to perform “CITY’S RESPONSIBILITIES” described in Exhibit A. In the event of any conflict between any of the contents of Exhibit A and any of the provisions of the main body of this Agreement, the provisions of the main body of this Agreement will prevail.

2. OVERSIGHT AND COORDINATION

All Services shall be performed to the reasonable satisfaction of CITY, as reasonably determined by CITY’s Administrator or other person whom CITY shall from time to time designate to monitor the performance of the Services by CONTRACTOR. CITY agrees to promptly notify CONTRACTOR of the name and contact information of the person who will monitor the performance of the Services on behalf of CITY, and to promptly notify CONTRACTOR of any changes to CITY’S monitoring designee or the contact information for CITY’s monitoring designee.

3. PERFORMANCE OF SERVICES

CONTRACTOR acknowledges that, prior to signing this Agreement, CONTRACTOR has become familiar with the scope of the Services required under this Agreement. Subject to CONTRACTOR’s fulfillment of its obligations under this Agreement, the means, methods, timing, and manner of performing the Services shall be within the sole discretion of CONTRACTOR. CONTRACTOR may perform the Services at such location(s) that CONTRACTOR may from time to time determine, and shall not be required to perform any of the Services at a CITY location. CITY acknowledges that CONTRACTOR shall not be obligated to commence the performance of the Services until the Commencement Date, as hereinafter provided. CONTRACTOR shall not be responsible or liable to CITY or any third party for any delays, errors or omissions in the performance of the Services or any losses or damages sustained by CITY or any third party that are caused by (i) CITY or any of CITY’s employees or agents, (ii) the inaccuracy, incompleteness, or other insufficiency of any data furnished by or on behalf of CITY to CONTRACTOR under or in connection with this Agreement, or (iii) any other items furnished by or on behalf of CITY to CONTRACTOR under or in connection with this Agreement.

4. CUSTOM SUPPLIES

If CITY requests that CONTRACTOR utilize specific supplies in connection with the performance of the Services, such as, for example, forms, brochures, or rabies books, CITY will provide those supplies to CONTRACTOR without charge.

5. BANK ACCOUNTS

Licensing fees and any other amounts that are collected by CONTRACTOR for the benefit of CITY under this Agreement will be deposited into an account of one of the following types that is from time to time designated by CITY (a "Bank Account"):

- A. An account established and maintained by CITY in its name at a bank or other financial institution (a "CITY Account"); or
- B. A separate account established and maintained by CONTRACTOR at a bank or other financial institution selected by CONTRACTOR in which will be deposited funds that relate solely to this Agreement (a "Maintained Account").

CITY will initially designate the type of Bank Account to be utilized hereunder in a notice that CITY will deliver to CONTRACTOR during the Transition Phase in accordance with Section 11. CITY may thereafter change the designation of the type of Bank Account to be utilized hereunder from time to time upon notice to CONTRACTOR, and CONTRACTOR will have a reasonable time in order to effect any such requested change. CITY will reimburse CONTRACTOR for all out-of-pocket expenses incurred by CONTRACTOR in connection with any change in the type of Bank Account utilized hereunder. CITY acknowledges and consents that CONTRACTOR may make an initial deposit into a Maintained Account from CONTRACTOR's funds in order to establish the account, which initial deposit will be refunded or otherwise reimbursed to CONTRACTOR. When a Maintained Account is closed, any funds remaining in the account after the payment of all amounts due CITY hereunder will belong to and be disbursed to CONTRACTOR.

6. COMPENSATION TO CONTRACTOR

In consideration of the Services, CONTRACTOR shall be entitled to the following compensation:

A. Basic Fees.

CITY shall pay to CONTRACTOR the following fees for all animal licenses issued during the term of this Agreement, regardless of whether they are issued by CITY, CONTRACTOR, veterinarians, or any other persons:

- 1) \$4.30 for each one-year license or replacement tag and for the first year for each multi-year license (which amount is subject to adjustment as provided below).
- 2) \$2.00 for each additional year after the first year for each multi-year license.
- 3) \$2.50 collection service fee for each late fee, if any, paid by a Licensee during the term of this Agreement.

The fee provided for in clause 1), above, will be adjusted as follows during any of the following periods that fall within the term of this Agreement: (a) commencing on the third (3rd) annual anniversary of the Execution Date and continuing until the fifth (5th) annual anniversary of the Execution Date, the fee provided for in clause 1), above, will be \$4.40; and (b) if the term of this Agreement is for more than five (5) years, then, commencing on the fifth (5th) annual anniversary of the Execution Date and continuing on each annual anniversary of the Execution Date thereafter throughout the remaining term

of this Agreement, the fee provided for in clause 1), as previously adjusted, will increase by an amount equal to five percent (5%) of the fee under clause 1) that is in effect immediately prior to the respective anniversary, and the fee, as so increased, will thereupon become the fee payable under clause 1) unless and until further adjusted in accordance with this clause (b).

An animal license will be considered “issued” for purposes of this Agreement regardless of the means, method, program, process, or agency used for the issuance or registration of the license, and whether or not a fee or other consideration is charged or received by the CITY for the license. Without limiting the generality of the foregoing, an animal license that is donated or issued free of charge by the CITY or that is issued as part of a bundling of CITY services or programs will be considered “issued” for purposes of this Agreement. Further, any animal license that is processed by CONTRACTOR for CITY during the term of this Agreement will be considered “issued” for purposes of this Agreement, whether or not the license was or is actually issued or delivered before, during, or after the term of this Agreement.

Notwithstanding the preceding provisions of this Section 6A, the parties agree that CONTRACTOR’s minimum aggregate fees under this Section 6A are \$6,000.00 per calendar year. In order to assure the payment of such minimum aggregate annual fees to CONTRACTOR, the parties agree that if the aggregate fees payable to CONTRACTOR under this Section 6A for a calendar month would, but for the application of this sentence, be less than \$500.00, then the aggregate fees payable to CONTRACTOR under this Section 6A for that calendar month will be \$500.00. However, the foregoing minimum monthly amount will not be applicable if the aggregate fees paid to CONTRACTOR under this Section 6A have already equaled or exceeded, or in the opinion of CONTRACTOR are reasonably expected to otherwise equal or exceed, \$6,000.00 for that calendar year. If the aggregate annual fees paid to CONTRACTOR under this Section 6A during any calendar year do not equal or exceed \$6,000.00, then CITY shall pay an amount equal to the positive difference between (i) the amount previously paid to CONTRACTOR for that calendar year and (ii) \$6,000.00, upon demand by CONTRACTOR. The \$6,000.00 minimum annual amount shall be prorated for any partial calendar year during the term of this Agreement. No delay or failure on the part of CONTRACTOR in imposing or collecting the aforesaid monthly minimum amount shall affect CONTRACTOR’s right to receive the aforesaid minimum aggregate annual fees or to collect the aforesaid minimum aggregate monthly amount either then or in the future. CITY acknowledges that the aforesaid minimum fee amounts apply only to the fees payable to CONTRACTOR under this Section 6A, and do not include, by way of example and not by way of limitation, any Start-Up Fee payable to CONTRACTOR under Section 6B.

The fees paid to CONTRACTOR under this Section 6A are further subject to reasonable adjustment in the event that CITY adds, modifies, or eliminates any fees that are charged to Licensees during the term of this Agreement. CITY and CONTRACTOR agree to negotiate any such reasonable adjustments in good faith.

As used in this Agreement, the term “Licensee” refers to any person who applies for an animal license to be issued by or on behalf of CITY.

B. Start-Up Fee.

CITY shall pay to CONTRACTOR, a \$1,000, one-time only, “Start-Up Fee”. The Start-Up Fee is due and payable within fifteen business days after the Execution Date. There are no Start-Up Fees for term extensions or any renewals of this Agreement that may hereafter be entered into by the parties.

C. Additional Service Fees or Costs.

The following fees or cost reimbursements will apply to the extent that the corresponding services described below are requested by CITY:

- 1) Cost of Bank Account. CITY will be responsible for all out-of-pocket costs related to any Bank Account. CITY will reimburse CONTRACTOR on a monthly basis for any out-of-pocket costs for a Bank Account that are paid by CONTRACTOR. CITY may request copies of the bank statements for a Maintained Account at any time and CONTRACTOR will provide available bank statements for that Maintained Account within five business days after a request is received by CONTRACTOR.
- 2) Bank Deposit Mailing Fees. If CITY requires CONTRACTOR to deposit money into a CITY Account other than at a branch located in the CITY where CONTRACTOR's principal office is located, CONTRACTOR may make any deposit to that CITY Account by means of any form of U.S. Mail or overnight delivery service, and the actual cost to transmit the deposits to the required bank location will be borne by CITY and included in invoices submitted to CITY for the Services.
- 3) Postal Box/Mail Forwarding Fee. If CITY requests CONTRACTOR to establish a local post office box for mail collection and forwarding, CITY will pay or reimburse CONTRACTOR for the actual costs of mail box rental, mail forwarding and postage fees.
- 4) Supply Fee. If CITY requests changes to supplies or notices that it has previously approved, including but not limited to fee or program changes, CITY will be responsible for the actual costs associated with changing, replacing or discontinuing the use of the previously approved supplies. If CITY terminates this Agreement for any reason other than for cause, CITY will remain responsible for the actual cost of supplies purchased on its behalf.
- 5) Lock Box Fees. If CITY utilizes a lockbox, the actual fees and costs associated with the lockbox, including the cost to forward mail to CONTRACTOR from a lockbox, shall be borne solely by CITY.

D. Charges to Licensees.

CITY agrees that CONTRACTOR may charge and collect the following fees directly from Licensees, and CONTRACTOR shall be entitled to retain any such fees so collected as part of CONTRACTOR's compensation under this Agreement, except as otherwise provided below:

- 1) \$2.00 for each on-line transaction engaged in by a Licensee.
- 2) CONTRACTOR may charge a fee to a Licensee of no more than \$25.00 (or, if lower, the maximum amount permitted by applicable law from time to time in effect) for each check or other payment from that Licensee that is returned uncollected for any reason. Any such returned item fee related to a Maintained Account that is actually collected shall be deposited into the Maintained Account and shall be for the benefit of CITY; otherwise the fee shall be retained by CONTRACTOR.

7. MODIFICATIONS OF SERVICES

If CITY requests Services in addition to those described in this Agreement, and CONTRACTOR agrees to provide those additional Services, then CONTRACTOR shall be entitled to additional compensation for those additional Services as shall be agreed upon by CONTRACTOR and CITY in a written modification to this

Agreement that is signed by CITY and CONTRACTOR. CONTRACTOR shall not be required to perform any such additional Services unless and until the parties have entered into a written modification of this Agreement. Without limiting the other types of services that may be considered to be outside of the scope of the Services described in this Agreement, the following types of Services would be considered to be outside of the scope of the Services described in this Agreement and, therefore, the subject of additional compensation to CONTRACTOR: customized software projects; requests for new features in CONTRACTOR's software; or requests for CONTRACTOR to implement new procedures or operations. CITY may determine after the Execution Date that certain portions of the Services are no longer necessary, in which event CITY shall notify CONTRACTOR of the portions of the Services that are no longer required, and CONTRACTOR shall be relieved of the responsibility for performing those portions of the Services. However, there shall be no adjustment in CONTRACTOR's compensation hereunder for any portions of the Services that CONTRACTOR is not required to perform.

8. REPORTS

- A. Reports from CONTRACTOR. Within 15 business days after the end of each calendar month during the term hereof, CONTRACTOR will submit an animal licensing summary report for the preceding calendar month to CITY in a format that is mutually agreed upon by CITY and CONTRACTOR. Any such report may be transmitted electronically or by any other means.
- B. Reports from CITY. Within 10 calendar days after the end of each calendar month during the term hereof, CITY will submit a report to CONTRACTOR of all license fees that CITY has received during the preceding calendar month from Licensees, veterinarians or any other source other than CONTRACTOR. Any such report may be transmitted electronically or by any other means.

9. PAYMENTS

- A. CITY Account Used. If and for so long as a CITY Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9B shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR will submit to CITY an invoice with supporting documentation for the compensation due CONTRACTOR under this Agreement for that calendar month. CITY will pay CONTRACTOR the invoiced amount by means of check, ACH payment or other form of payment acceptable to CONTRACTOR within 30 days after the date CONTRACTOR submits the invoice to CITY. Invoices that are not timely paid will, at CONTRACTOR's option, bear interest from the 30th day after the date that CONTRACTOR submits the invoice to CITY until paid at a rate equal to the lesser of (i) 18% per annum or (ii) the maximum annual rate of interest permitted from time to time under applicable law (or if those rates are the same, then at the rate determined under either clause). Invoices will be submitted electronically to the e-mail address that CITY shall from time to time provide CONTRACTOR for the submission of invoices or in such other manner as CITY may from time to time request in writing to CONTRACTOR and that is acceptable to CONTRACTOR.

- B. Maintained Account Used. If and for so long as a Maintained Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9A shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR shall remit to CITY the residual amount, if any, of all license fees collected by CONTRACTOR hereunder during the preceding calendar month after deducting therefrom all fees, costs, expenses, and reimbursements due CONTRACTOR hereunder. If at any time the funds in the Maintained Account are not sufficient to fully pay amounts due to CONTRACTOR hereunder, then CONTRACTOR may recoup any shortfall

from any subsequent payments due to CITY under this paragraph until all sums due CONTRACTOR have been fully paid.

- C. Direct Collections by CITY. If CITY collects any animal license fee or any other amount that is subject to this Agreement directly from a Licensee, veterinarian or other source, other than CONTRACTOR, CITY may either forward the amount collected to CONTRACTOR within fifteen business days for deposit into a Maintained Account, if a Maintained Account is in effect, or retain the amount. In either event, CITY shall report the amount so collected to CONTRACTOR in accordance with Section 8B so that the fee(s) due CONTRACTOR hereunder with respect to the amount collected by CITY may be determined and paid in accordance with this Agreement.

10. TERM

The initial term of this Agreement will commence on the Execution Date and will expire at the close of business on the last day of the 36 full calendar month after the Commencement Date, unless this Agreement is sooner terminated in accordance with other provisions of this Agreement.

11. TRANSITION PHASE

The period beginning on the Execution Date and expiring at the close of business on the 60th day thereafter is referred to as the "Transition Phase." CONTRACTOR shall begin processing licenses within a reasonable time following the Transition Phase subject to CITY's timely fulfillment of its obligations under this Section 11. CONTRACTOR, in its discretion, may begin processing licenses prior to the expiration of the Transition Phase. CITY acknowledges that any delay in the performance of its obligations under this Section 11 may result in a delay in the commencement of the Services. The date on which CONTRACTOR commences the processing of licenses hereunder is referred to in this Agreement as the "Commencement Date." CONTRACTOR shall notify CITY of the Commencement Date within a reasonable period before or after the Commencement Date.

During the Transition Phase:

A. License Data.

CITY shall provide historical license data files consisting of licenses older than 90 days within fifteen days after the Execution Date. The said historical data shall be made available to CONTRACTOR in an electronic format that is readily importable by CONTRACTOR.

B. Deliverables.

Within ten days after request from CONTRACTOR, CITY shall provide to CONTRACTOR agreed upon supplies, data, feedback, process information, the initial designation regarding the type of Bank Account under Section 5, and required approvals for items such as form designs (collectively, "Deliverables"). Deliverables may be requested throughout the Transition Phase.

C. Tags.

CITY shall purchase, at CITY's expense, and cause to be delivered to CONTRACTOR license tags that meet CONTRACTOR's specifications, which have been provided to CITY.

12. PERMITS AND REQUIREMENTS

A. Permits.

CONTRACTOR shall obtain the necessary permits(s), if any, required by CITY or its governing ordinances for the performance of the Services. CITY agrees to provide CONTRACTOR with a list of any and all such permits and to cooperate and assist CONTRACTOR in good faith to aid CONTRACTOR in obtaining any such permits in a timely fashion.

B. Legal Requirements.

CONTRACTOR shall, in performing the Services under this Agreement, comply with all federal, state, county, or CITY statutes, laws, codes and ordinances, as amended, that are directly applicable to CONTRACTOR's performance of the Services. CITY shall notify CONTRACTOR of changes to laws, codes or ordinances affecting CONTRACTOR's performance of Services under this Agreement of which CITY obtains actual knowledge during the term of this Agreement.

13. COVENANTS REGARDING DATA

CONTRACTOR agrees that it will not, without CITY's consent, use personal data collected on behalf of CITY other than for the performance of the Services or other uses permitted by this Agreement or under applicable law. Further, CONTRACTOR agrees that it will not sell, or intentionally transfer or release, to any third party personal data that CONTRACTOR has collected in performing the Services, except as may otherwise be required by this Agreement or applicable law, and that it will take commercially reasonable measures to prevent the unauthorized release of any such third party personal data.

Upon the termination of this Agreement, CONTRACTOR agrees to return or transfer to CITY, in a mutually acceptable format, all animal licensing data maintained by CONTRACTOR under this Agreement within 15 business days after CONTRACTOR has received all sums due CONTRACTOR under this Agreement.

14. INDEMNITY

Subject to the limitations on CONTRACTOR's liability set forth elsewhere in this Agreement, CONTRACTOR agrees to indemnify and hold harmless CITY and its officers and employees from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of CONTRACTOR's gross negligence or willful misconduct in the performance of the Services under this Agreement. In the event of joint and concurring responsibility of CONTRACTOR and CITY, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, in or to any other person or entity.

15. INSURANCE REQUIREMENTS

CONTRACTOR shall procure, pay for, and maintain during the term of this Agreement:

- A. Commercial Liability Insurance with a minimum combined single limit coverage of \$1,000,000 per occurrence, and a \$2,000,000 General Aggregate Limit for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof.
- B. Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction or employees engaged in the performance of the work or services of not less than \$1,000,000 per accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

CONTRACTOR shall furnish evidence of such coverage to CITY and will provide 30 days' written notice of policy lapse or cancellation, or of a material change in policy terms.

CONTRACTOR does not own any vehicles. However, CONTRACTOR does have coverage for non-owned vehicles under its commercial liability policy. Therefore, CONTRACTOR does not carry and shall not be obligated to carry separate automobile liability coverage.

16. TERMINATION

A. Expiration.

If the term of this Agreement expires and is not extended in accordance with other provisions of this Agreement, then CONTRACTOR shall be paid all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination

B. For Cause.

If CONTRACTOR materially breaches this Agreement and fails to cure the breach within 30 days after CITY notifies CONTRACTOR of the breach and specifies the details of the breach, CITY may terminate this Agreement upon notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

C. Termination of Licensing Program.

CITY may terminate this Agreement upon not less than 90 days prior notice to CONTRACTOR if CITY determines to terminate its animal licensing program. Upon such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination plus an additional amount (the "Cancellation Fee") equal to the sum of all compensation payable to CONTRACTOR under this Agreement for the three calendar months in which the highest monthly compensation was payable to CONTRACTOR hereunder during the twelve calendar months preceding the date of termination (or if shorter during the period from the Execution Date until the date of termination). The parties agree that the Cancellation Fee is reasonable compensation to CONTRACTOR for its lost revenue resulting from the early termination of this Agreement by CITY and is not a penalty.

17. UNFORESEEN CIRCUMSTANCES

CONTRACTOR shall not be responsible for any delay or omission in the performance of any of CONTRACTOR's obligations under this Agreement to the extent caused by natural disaster, power outages, war, civil disturbance, labor dispute or other cause beyond CONTRACTOR's reasonable control. To the extent CONTRACTOR is able to do so, CONTRACTOR shall provide notice to CITY of any event described in this Section within ten (10) business days after the occurrence of such event.

18. RECORDS/AUDIT

CONTRACTOR shall maintain in electronic form or on a database material books, records, and documents directly related to the performance of the Services (collectively, "Records") during the term of this Agreement and for a period of three years thereafter. CONTRACTOR shall further maintain any Records that were either received or originally generated by CONTRACTOR in paper form for a period of three years after the date(s) that the respective Records were originally received or generated or until the termination, by expiration or

otherwise, of this Agreement, whichever occurs first. Any paper Records in existence at the expiration of any such three-year period or at the termination of this Agreement shall either be shipped to CITY or destroyed, at CITY's option and at CITY's expense in either case. During the term of this Agreement and for a period of three years thereafter, CITY shall have the right to inspect and audit, at CITY's expense, and upon reasonable advance notice to CONTRACTOR, the Records that CONTRACTOR is obligated to maintain hereunder as of the time of any such inspection or audit. Notwithstanding the foregoing, any Records maintained by CONTRACTOR during the term of this Agreement that relate to any litigation, appeal, or related settlement arising under or in relation to this Agreement shall be preserved until a final disposition has been made of such litigation. However, CONTRACTOR shall not have any liability for disposing of paper Records in accordance with this Agreement prior to the time that CONTRACTOR obtained actual knowledge of the existence of the litigation.

19. NOTICES

Any notice, statement, or demand required or permitted to be given hereunder by either party to the other shall be in writing and shall be given personally or by courier, by overnight delivery service, by certified mail, return receipt requested, postage prepaid, or by confirmed (either machine or personal) facsimile transmission, addressed to the recipient as follows:

Notices to CITY shall be addressed as follows:

City of Muscatine
215 Sycamore Street
Muscatine, IA 52761
563-264-1550
Fax:563-264-0750

Notices to CONTRACTOR shall be addressed as follows:

Chris Richey, President
PetData, Inc.

P.O. Box 141929 (if mailed)
Irving, Texas 75014-1929

8585 N Stemmons Fwy, Suite 1100N (if delivered)
Dallas, Texas 75247

214-821-3106 (facsimile)

Any such notice shall be effective (a) if delivered personally or by courier, when received, (b) if sent by overnight courier, when received, (c) if mailed, on the second business day after being mailed as described above, and (d) if sent by confirmed (either personal or machine) written telecommunication, when dispatched. Any party may change any of its contact information for notices upon not less than ten (10) days' prior notice to the other party in accordance with this Section. The provisions of this Section shall not govern the means of submission of invoices by CONTRACTOR to CITY under this Agreement.

20. CONTRACTOR'S SYSTEM

CITY acknowledges that CONTRACTOR has developed and coordinated proprietary means and methods of performing the Services and related know-how, skills, and property (collectively, the "System"). The System includes, among other items, an interactive website, databases, software, and related items. The System is special

and unique to CONTRACTOR and has been developed by CONTRACTOR at great cost and expense to CONTRACTOR. CITY acknowledges that CITY is not acquiring any rights in or to the System, and that the System is and will remain the sole and exclusive property of CONTRACTOR. CITY further acknowledges and agrees that any information that CITY obtains related to the use, formulation or operation of the System that is not generally known is CONFIDENTIAL, may only be used by CITY for the limited purposes described in this Agreement, and may not be disclosed to any third parties except as may be required under applicable law or with CONTRACTOR's prior, express written consent in CONTRACTOR's sole discretion. Upon the termination of this Agreement, any information and materials, in whatever media or format, related to the System that CITY has in its possession will be returned to CONTRACTOR or destroyed at CONTRACTOR's option. CITY agrees that it will not attempt to discover, duplicate, or replicate the System in any manner.

21. MISCELLANEOUS

A. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state in which CITY is located.

B. Relationship of Parties.

The relationship of CITY and CONTRACTOR is that of independent contractors. Nothing in this Agreement is intended to create a partnership or joint venture between the parties, to establish a fiduciary relationship between the parties, or to render either party liable or responsible for any debts, liabilities or other obligations of the other party.

C. Entire Agreement.

This Agreement, including any exhibits hereto, embodies the complete agreement of the parties hereto, and supersedes all oral or written previous or contemporary agreements or understandings between the parties relating to any of the matters herein. This Agreement may not be amended or otherwise modified except in a writing executed by both parties. The expiration or other termination of this Agreement shall not extinguish any right or remedy existing at the time of termination.

D. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Assignment; Binding Effect.

Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the transfer of CONTRACTOR's interest in this Agreement to an affiliate of CONTRACTOR or in connection with a merger, consolidation, sale of substantially all of CONTRACTOR's assets, or business combination involving CONTRACTOR shall not be deemed to be an assignment in violation of this Section, provided that such transferee shall be subject to all of the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, where permitted, assigns.

F. General.

All references in this Agreement to sections and other subdivisions refer to corresponding sections and other subdivisions of this Agreement unless the context indicates otherwise. Titles appearing at the beginning of any such sections or subdivisions are for convenience only and shall not constitute part of such sections or subdivisions and shall be disregarded in construing the language contained in such sections or subdivisions. These words “this Agreement”, “this instrument”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word “includes” and its derivatives shall mean “includes, but is not limited to” and corresponding derivative expressions. The term “or” includes “and/or.” All exhibits attached to this Agreement are incorporated herein by reference. No consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting this Agreement. All references herein to “\$”, “dollars”, or other sums of money shall refer to U.S. Dollars. References in this Agreement to “business days” shall refer to days other than Saturdays, Sundays, or other days on which CITY offices are closed. Any references in this Agreement to “days” other than business days shall refer to calendar days. Time is of the essence of this Agreement. No delay or forbearance in asserting any right or enforcing any obligation under this Agreement shall constitute a waiver of such right or obligation.

G. Authorization.

Each of the parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Agreement is fully binding on such party.

H. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary for each party to sign each counterpart, and separate signature pages may be attached to any counterpart in order to make a complete counterpart. For purposes of the execution of this Agreement or any amendment hereto or modification hereof, a signature transmitted by facsimile, computer file or other electronic means shall be fully binding as an original signature.

[Signature page follows]

EXECUTED by CITY and by CONTRACTOR on the respective dates set forth below to be effective as of the Execution Date.

CITY: City of Muscatine

By:

Printed Name: Dr. Brad Bark

Title: Mayor

Date of Execution: August 3, 2023

CONTRACTOR: PETDATA, INC.

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

EXHIBIT A

Description of Services

This exhibit is attached to and a part of the above and foregoing Agreement for Animal Licensing Services (Agreement). Terms used in this exhibit that are not defined in this exhibit but which are defined elsewhere in the Agreement shall have the respective meanings given to them in the other provisions of the Agreement. In the event of any conflict between any of the provisions of this exhibit and the other provisions of the Agreement, the other provisions of the Agreement shall control.

CONTRACTOR RESPONSIBILITIES

1. Process License Applications
 - A. Receive and process animal license applications through the mail.
 - B. Provide online licensing and process applications initiated through CONTRACTOR's website.
 - C. Enter new and renewal license applications into CONTRACTOR's proprietary database.
 - D. Deposit, or transmit for deposit, all receipts collected for license fees, with the exception of those payments made via credit card, into a Bank Account.
 - E. Mail license tags within 10 business days after receipt of payment and complete documentation as required by local ordinance and/or CITY policy.
 - F. Update license information in CONTRACTOR'S database and issue replacement tags as needed.
 - G. If CONTRACTOR collects any payments due CITY from Licensees via credit card transactions that are paid to CONTRACTOR, those payments will be deposited, or transmitted for deposit, into a Bank Account within 15 business days after the end of the calendar month in which collected.
2. Mail License Notices
 - A. Mail renewal and reminder notices for expiring animal licenses. Renewal notices will be mailed in the month prior to the license expiration date, or as otherwise agreed upon between CONTRACTOR and CITY.
 - B. Mail billing notices to pet owners who have vaccinated a pet against rabies but have not licensed, if CITY collects rabies vaccination reports from veterinarians.
3. Customer Service for Licensing Program
 - A. Provide customer service to pet owners via phone, email and mail, and respond to requests in a timely fashion.
 - B. Provide customer service to CITY staff, and respond to CITY requests in a timely fashion.
 - C. Provide online access to licensing data to appropriate personnel via CONTRACTOR's proprietary website, at no additional charge.
4. Manage Reports from Authorized Registrars and Veterinary Clinics
 - A. Process and enter license sales records from any registrars and veterinary clinics authorized to sell animal licenses.
 - 1) Track tag inventories at all authorized registrars, and reconcile reports.
 - 2) Invoice authorized registrars for licenses sold as needed

- B. Process and enter rabies vaccination records from local veterinary clinics if rabies reporting is required by CITY.
 - C. Follow up with delinquent clinics and registrars and report delinquent clinics and registrars to CITY as needed.
5. Provide veterinarians and other authorized registrars with reasonable quantities of supplies (reporting forms, applications or vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and/or report rabies vaccinations to CONTRACTOR. Supplies are to be printed in one color with the design and layout to be determined by CONTRACTOR.
6. Reporting to CITY
- A. Send reports to CITY within 15 business days after the end of each month including the number of licenses sold at each location.
 - B. Provide statistical reports to CITY as requested within a timely manner. Depending on the information requested, CONTRACTOR can provide most reports within five business days.
 - C. Process donations on behalf of CITY when a donation is made with the purchase of a license, if CITY requests donations be collected.
 - D. Provide an online tag search to the public if CITY wishes to have CONTRACTOR's online tag search enabled.

CITY RESPONSIBILITIES

- 1. Purchase license tags to CONTRACTOR's specifications and ship them to CONTRACTOR. CONTRACTOR recommends that tags be shipped directly from tag vendor to CONTRACTOR to reduce shipping costs.
- 2. Report CITY license sales electronically or by mail at least monthly by the 10th calendar day of the month for the prior month's sales.
- 3. Give CONTRACTOR at least 60 days' notice of license fee or ordinance changes.
- 4. Respond to CONTRACTOR inquiries in a timely fashion.
- 5. Provide feedback to CONTRACTOR regarding program and customer matters.



City of Muscatine

ITEM NUMBER 2023-0382

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Courtney Patel, Animal Control Officer
Anthony Kies, Police Chief

SUBJECT

Resolution to Amend City Code Appendix B - Pet Licensing Fees

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution to approve changes to City Code Appendix B - Pet License Fees. Staff requests this increase to cover implementation and continued operational costs associated with the PetData Licensing Software.

STAFF RECOMMENDATION

Staff recommends adoption of this resolution.

BACKGROUND/DISCUSSION

Staff proposes the following pet licensing fees to recover the cost of the PetData Service:

Unaltered Pet \$25

Altered Pet \$10 (an increase of \$5)

For owners 65 and Older:

Unaltered Pet \$25 (an increase of \$15)

Altered Pet \$5 (an increase of \$2)

Residents can pay for pet licenses online, by mail, or by phone.

Current licenses:

Based on previous experience, PetData estimates a 42% increase in pet licenses.

Current estimates for registered pets in 2022: 648

CITY FINANCIAL IMPACT

The minimum first year cost of the PetData system is \$7,000, which includes the one-time \$1,000 implementation fee. The next two years have a minimum fixed cost of \$6,000 annually. Increased animal license fees will assist in recovering fees associated with the PetData service. However, the dollar amount of any increase cannot be determined.

ATTACHMENTS

1. Permit Type
2. Pet Fees resolution.docx (1)

Animal Registration/License

Excerpt from Appendix B

Permit Type	Code Section	Location	Each	Daily	Annually
Altered	6-8-3A	Finance Dept PetData	\$ 5 <u>10</u>		x
Unaltered	6/8/3A	Finance Dept Pet Data	\$25		X
Senior Owner Altered	6/8/3A	Finance Dept Pet Data	\$ 3 <u>5</u>		X
Senior Owner Unaltered	6/8/3A	Finance Dept Pet Data	\$ 15 <u>25</u>		x

RESOLUTION NO. 2023-0382

**A RESOLUTION AMENDING APPENDIX B TO THE MUSCATINE CITY CODE
REGARDING ANIMAL REGISTRATION AND LICENSING FEES**

WHEREAS, The City of Muscatine’s animal registration and licensing fees are found in Appendix B to the Muscatine City Code; and

WHEREAS, Chapter 2, Section 15 of Title 1 of the City Code authorizes maintenance of Appendix B via a Resolution of the City Council; and

WHEREAS, on July 13, 2023 the Muscatine City Council directed staff to increase the current fees for animal registration and licensing to support the implementation of online pet registration and licensing services.

NOW, THEREFORE, be it resolved by the City Council of the City of Muscatine, Iowa, that Appendix B to the Muscatine City Code shall be amended as follows:

- That the fee, as authorized by City Code Section 6-8-3(A) for “**Altered**” in the Scheduled permits and licensing requirements in Appendix B of the City Code be set at \$10.
- That the fee, as authorized by City Code Section 6-8-3(A) for “**Unaltered**” in the Scheduled permits and licensing requirements in Appendix B of the City Code be set at \$25.
- That the fee, as authorized by City Code Section 6-8-3(A) for “**Senior Owner 65 or Over Altered**” in the Scheduled permits and licensing requirements in Appendix B of the City Code be set at \$5.
- That the fee, as authorized by City Code Section 6-8-3(A) for “**Senior Owner 65 or Over Unaltered**” in the Scheduled permits and licensing requirements in Appendix B of the City Code be set at \$25.
-

PASSED, APPROVED, AND ADOPTED THIS 3RD DAY OF AUGUST, 2023

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0391

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Setting a Public Hearing for August 17, 2023 at 6:00 p.m. to discuss Revisions to the Airport Zoning Ordinance

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution setting the time and date to conduct a public hearing on revisions to the Airport Zoning Ordinance to comply with state and federal requirements. Prior to taking action on the proposed ordinance, a public hearing is required. The attached resolution sets the public hearing for August 17, at 6:00 p.m. during the regular meeting of City Council.

STAFF RECOMMENDATION

Staff recommends adoption of the resolution.

BACKGROUND/DISCUSSION

The Federal Aviation Administration and the Iowa Department of Transportation (IDOT) have revised the standards for governing activity within the airport hazard area. The IDOT made grants available to entities operating airports to implement these regulations and created adopted model codes to inform these processes. In November 2012 the City of Muscatine received a \$25,000 grant from the IDOT to update the Airport Land Use and Zoning Ordinance for the Muscatine Municipal Airport and the City contracted with Anderson-Bogart Engineers & Surveyors to develop an ordinance that is adapted to for the Muscatine Municipal Airport specifics while complying with the regulations.

However, regulatory changes related to airport operations resulted in the zoning project being put on hold while an Airport Layout Plan (ALP) was developed. Upon completion of the ALP Anderson-Bogart completed much of the work to create the revised, compliant ordinances, and it was anticipated planning staff would subsequently finalize the ordinance and present it to the required bodies for approval. One ordinance must be created and adopted by all townships and counties affected by the proposed ordinance. In addition to the City of Muscatine, the ordinance must also be adopted by the City of Fruitland and counties of

Muscatine, Louisa and Rock Island. Unfortunately demands on staff time have prevented this work from being completed.

Anderson-Bogert has been paid \$18,916 by the City for work completed, but the City is unable to draw grant funds until the project is finished. IDOT staff recently offered the City a grant extension until October 31, 2023, to complete the project. To ensure the project is completed in a timely manner staff recommends the City amend the original contract for services with Anderson-Bogert. The proposed amendment for \$7,520 includes reviewing and updating the draft ordinance for presentation and responding to comments or concerns from affected entities. The revised contract total of \$29,926 exceeds the grant award, but additional funding is available from the bond proceeds related to airport projects. Contracting for services is the best method to insure project completion and the ability to be reimbursed for expenses to date.

The proposed regulations would replace what is current in Title 10 (Zoning), Chapter 19 of the City Code, which is the current airport zoning ordinance. Section 10-31-6(A) of City Code requires that the Planning and Zoning Commission make a recommendation on any proposed amendment to Title 10. City Council may still approve an amendment the Planning and Zoning Commission recommends disapproval of, however as per City Code section 10-31-6(B) such approval would require the affirmative vote of three-fourths of City Council.

Prior to Council acting on a proposed zoning revision a public hearing must be conducted. The attached resolution sets the time and date of the required public hearing for August 17 at 6:00 p.m. during the regular meeting of City Council.

CITY FINANCIAL IMPACT

If the City fails to adopt a revised Airport Zoning Ordinance in compliance with current regulations we will not be reimbursed for expenses already incurred.

ATTACHMENTS

1. Resolution Setting Public Hearing 8-3-23
2. Notice of Public Hearing 8-3-23

**A RESOLUTION SETTING THE TIME AND PLACE
TO CONDUCT A PUBLIC HEARING ON AN AIRPORT ZONING ORDINANCE**

WHEREAS, the City owns the Muscatine Municipal Airport; and

WHEREAS, City Code does not currently meet federal and state guidelines regarding activity within the airport hazard zone; and

WHEREAS, a revised Ordinance has been developed to address regulatory processes and development within the airport hazard zone of the Muscatine Municipal Airport; and

WHEREAS, a public hearing shall be conducted by the City Council of Muscatine prior to the adoption of changes to City Code.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine that a Public Hearing is hereby established to allow the public to comments on the proposed **ordinance revising regulations regarding activity within the Muscatine Municipal Airport hazard zone within the City Code of Muscatine**. Said hearing is to be conducted at 6:00 P.M. on Thursday, August 17, 2023, in the City Hall Council Chambers, and that the attached public notice of the time and place of said public hearing shall be given by publication in the Muscatine Journal at least seven (7) days but not more than twenty (20) days prior to the established date of the public hearing.

PASSED, APPROVED, AND ADOPTED THIS 3rd day of August, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Dr. Brad Bark, Mayor

ATTEST

Carol Webb, City Administrator

PUBLIC NOTICE
NOTICE OF TIME AND PLACE FOR A PUBLIC HEARING
AN AIRPORT ZONING ORDINANCE

Public Notice is hereby given that the City Council of the City of Muscatine, Iowa, will conduct a public hearing on an ordinance revising regulations regarding activity within the Muscatine Municipal Airport hazard zone as required by the Federal Aviation Administration and Iowa Department of Transportation, Thursday, August 17, 2023, at 6:00 p.m. in the City Hall Council Chambers, at which time all interested parties are invited to comment. Full text of the proposed ordinance can be viewed at the City Clerk's Office or at www.muscatineiowa.gov.

The hearing will be held during the regular Muscatine City Council meeting. The public may participate in person or electronically. Following such hearing, the Muscatine City Council may take action on said proposal without further notice or opportunity for hearing. If you are a person requiring a special accommodation for a disability or language barrier, please contact the City at 563-262-4141 at least three (3) business days in advance of the meeting date.

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0361

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Richard Klimes, Parks and Recreation Director
Jeff Limburg, Athletic Facilities Supervisor
Kelsie Stafford, Program Supervisor

SUBJECT

Request to Approve Entering into a Professional Services Agreement in the amount of \$158,000 with I & S Group, Inc. dba ISG for the Muscatine Indoor Sports Complex Project.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to enter into a Professional Services Agreement with I & S Group, INC. dba ISG in the amount of \$158,000.00 for the design, development of construction documents, and the bidding and construction administration for the Muscatine Indoor Sports Complex Project.

STAFF RECOMMENDATION

At this time, City Staff would recommend the City Council approve the request to enter into the Professional Services Agreement with I & S Group, INC dba ISG.

BACKGROUND/DISCUSSION

The City Staff has worked in collaboration with the Muscatine Community and Muscatine County to raise \$4,000,000.00 for the Muscatine Indoor Sports Complex. The funding for this project will come from the City of Muscatine \$600,00.00, Muscatine County \$400,000.00, private donations \$2,000.000.00, and a State of Iowa Destination Iowa Grant \$1,000,000.00. The new complex will be located at the Muscatine Soccer West site across from the Muscatine Soccer Complex. The project will include the construction of an indoor, temperature-controlled, multi-use facility that will consist of a synthetic turf field, an inflatable year-round dome structure (approximately 350' long x 250' wide x 75' high), with restrooms and a concession area on site. The projected opening of the new facility will be Fall 2024.

CITY FINANCIAL IMPACT

The Muscatine Indoor Sports Complex is fully funded and was approved conceptually by the Muscatine City Council at the December 1, 2022 City Council meeting.

ATTACHMENTS

1. ISG - Muscatine Indoor Sports Complex Project Proposal
2. Indoor Sports Complex Project Bid Tabulation



**RE: Professional Design + Engineering
Services Proposal
Muscatine Indoor Sports Complex Project
Muscatine, Iowa**



JUNE 27, 2023

Richard Klimes
*Director of
Parks + Recreation*

City of Muscatine
City Hall
215 Sycamore Street
Muscatine, IA 52761

563.263.0241

rklimes@muscatineiowa.gov

500+
EMPLOYEES

45
STATES LICENSED

500+
SPORTS + RECREATION
PROJECTS SINCE 2013

50+
TURF PROJECTS
SINCE 2013

125+
IOWA-BASED
PROFESSIONALS

Mr. Richard Klimes,

As the City of Muscatine seeks design and engineering services for an indoor dome sports facility, ISG stands eager and ready to assist. Located near the Muscatine Soccer Complex, the indoor sports complex will consist of a synthetic turf field and a 350' x 250' air-supported dome structure.

Backed by our in-house, multi-disciplinary professionals, vast sports and recreation experience, and a sound project understanding, ISG proposes to provide the following scope of services to meet your project needs.

SCOPE OF SERVICES

Preliminary Design

TOPOGRAPHIC + BOUNDARY SITE SURVEYS

ISG will gather site data to show existing elevations, drainage structures, contours at one-foot intervals, natural features, and improvements such as buildings, corners, sidewalks, fields, fencing, lighting, and significant trees that may have an impact on the overall site design. An Iowa One Call utility locate will be requested, and ISG will show the approximate location of underground utilities based on markings provided by the appropriate authority or locating service and/or record drawings made available to the project team. The topographic ground shots will be gathered on an approximate 50-foot grid. Elevations will be referenced to a published benchmark datum. Topographic information will extend to approximately 50 feet beyond the work area or as the site allows.

A limited boundary survey will be completed for the site as needed to determine setbacks. If the parcel is subject to zoning restrictions, the current zone, building setback, height, and bulk restrictions will be included.

Deliverables

- One (1) topographic site survey to scale in PDF and DWG format
- One (1) boundary site survey to scale in PDF and DWG format

GEOTECHNICAL TESTING COORDINATION

ISG will coordinate with a City preferred geotechnical testing company, which will be contracted directly with the City, to obtain a quote for performing geotechnical testing and preparing a geotechnical report. We will also work closely with the geotechnical company to identify the test locations and define the testing methods required to provide sufficient data for development of construction documents.

SERVICES WE PROVIDEAthletic Building + Domes
System SelectionAudiovisual, Scoreboards,
and Technology Integration

Branding + Wayfinding

Cost Estimating

Ecological Planning +
Environmental Services

Field Testing

Full Architecture +
Engineering DesignGrading + Drainage
SolutionsHardscaping, Softscaping,
and Landscape ArchitectureInclusive Design +
ADA AccessibilityOn-Going Safety +
Performance Testing

Programming

Safety + Security
Enhancements

Site Design

Stormwater Management +
Green Infrastructure Design

Sustainable Design

Synthetic Turf Evaluation
+ System Selection*Deliverables*

- Solicitation of quotes
- Coordination of test locations and methods
- Review of one (1) site geotechnical report, provided by the geotechnical testing company

KICKOFF MEETING

ISG will virtually meet with the City to introduce project team members and to discuss project goals, preferred processes, procedures, and project vision. The following will be discussed in detail to ensure all team members are in alignment as the project progresses:

- Project expectations including goals, objectives, scope, and deliverables
- Preferred lines of communication, points of contact, level of involvement by the City, protocols and procedures for scheduling meetings, and other related project management details
- Completed pre-design worksheet to confirm project facilities, amenities, the program, design understandings and expectations, and to vet alternate considerations
- Bidding package
- Schedule and key milestones

ISG will cross-analyze the insights gained from the kickoff meeting and information provided in the pre-design worksheet to propose any necessary modifications or additions to the program.

Deliverables

- Meeting minutes
- Updated schedule
- Pre-design worksheet

CONCEPT PLAN DESIGN

ISG will develop a concept plan based on information collected at the kickoff meeting and will include the preliminary, anticipated plan sheets: cover, removals, stormwater management, utilities, site layout, rug design layout, grading, landscape and restoration, and site electrical. ISG will also provide preliminary design sections along with opinion of probable costs.

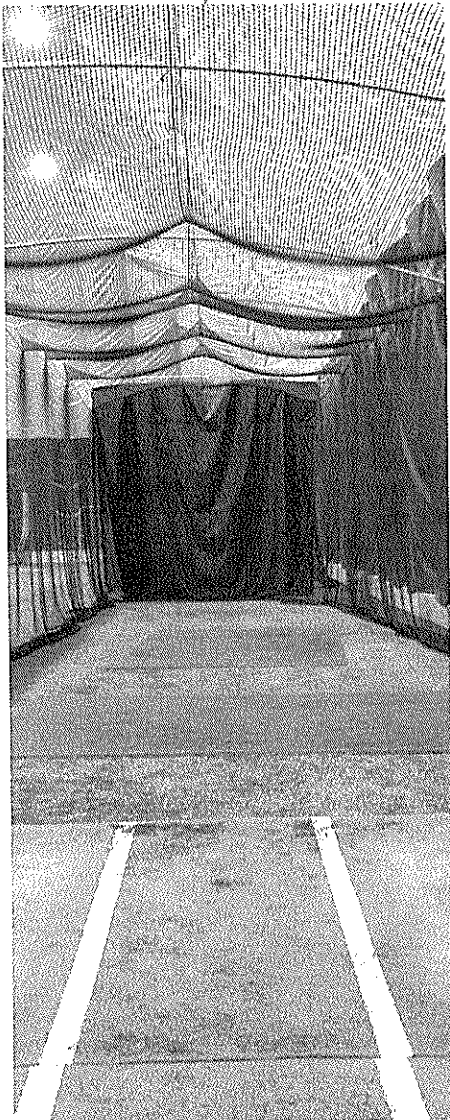
Deliverables

- Preliminary design package with drawings and narratives, including up to three (3) concept plans and costs
- In-person page turn meeting with one (1) round of comprehensive package edits

TECHNOLOGY WE USE

3D Scanning

Drone

Geographic Information
System (GIS)Visualization +
Augmented Reality**Complete Design Plans + Specifications**

Based on feedback from the Owner, ISG will provide the professional design services necessary to prepare construction documents as required for obtaining competitive bids for the construction of the dome. Construction documents will include the following anticipated plan sheets: cover, removals, stormwater pollution prevention plan (SWPPP), utilities, site layout, grading, landscape and restoration, site electrical, and structural design. Construction documents will be paired with design specifications to supplement the construction drawings.

Deliverables

- Virtual 99% construction document package review meeting
- 100% construction document package with drawings and specifications

Permitting + Plan Review

Based on our preliminary research, ISG has identified a list of approvals that may be required. ISG will coordinate with the applicable review agencies having jurisdiction and provide submittals and information as needed. The City is responsible for the cost of all permits and review fees, and the contractor is responsible for seeking and maintaining appropriate construction permits. This phase assumes that the property is not within an airport overlay district, therefore, zoning approvals or variances are not required.

Deliverables

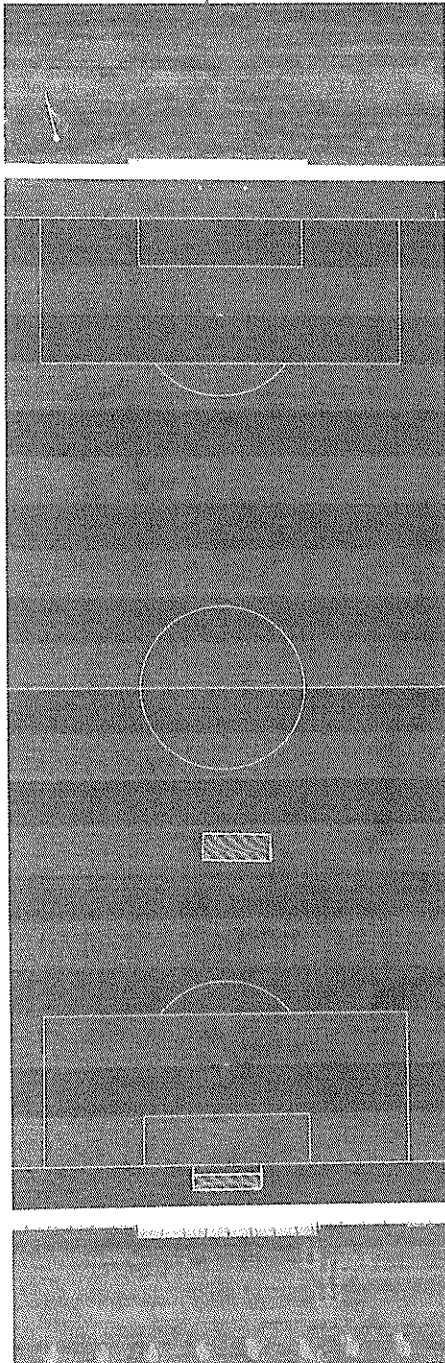
- City site plan review
- Building plan review
- Iowa SWPPP binder preparation and NOI submittal
- Iowa Department of Inspections and Appeals Food and Consumer Safety Bureau Review

ENGAGEMENT SUPPORT

ISG assumes that the City will coordinate all project reviews with the community. ISG will prepare meeting materials to support City-led conversations with the community, user groups, and stakeholders. Materials could consist of product cut sheets, precedent images, pros and cons of products or design alternates, sections, or both, and site plans.

Deliverables

- Up to two (2) rendered site plans



Bidding Administration

ISG will prepare advertisements to assist with solicitation of competitive general contractor bids. ISG is prepared to respond to contractor questions and issue clarifications via addendum if necessary. ISG will also provide assistance with bid evaluation, issuance of a recommendation of award, and preparation of the Notice to Proceed and Agreement between the City and Contractor.

Deliverables

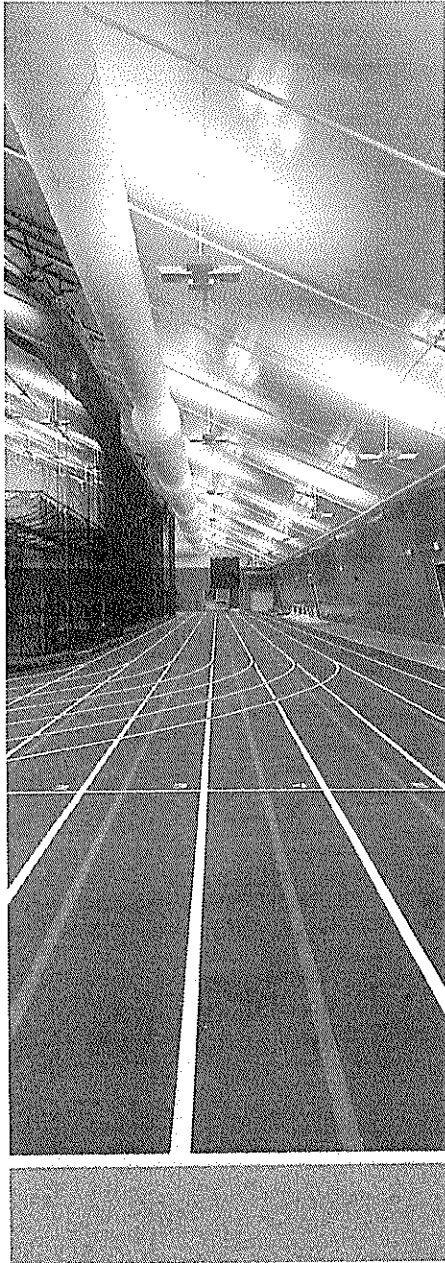
- Bidding package in PDF format
- Advertisements for bid in the City paper in PDF format
- Publish construction documents to QuestCDN
- Response to contractor questions
- Issued addenda as needed
- Hold virtual public bid opening
- Bid summary
- Award letter of recommendation

Construction Administration

ISG can assist with construction administration services by attending an in-person pre-construction and construction meetings as needed, reviewing shop drawings, and participating in the punch list and project closeout.

Deliverables

- Attendance of a in-person pre-construction meeting
- Review of shop drawings, submittals, requests for information (RFIs)
- Attend project meetings as needed, up to three (3) times in person and up to six (6) times virtually
- Perform four (4) site visits at key project milestones
- Perform contractor pay request administration
- Response to general contractor questions
- Participation in a punch list walk through
- Participation and coordination of project closeout



COMPENSATION

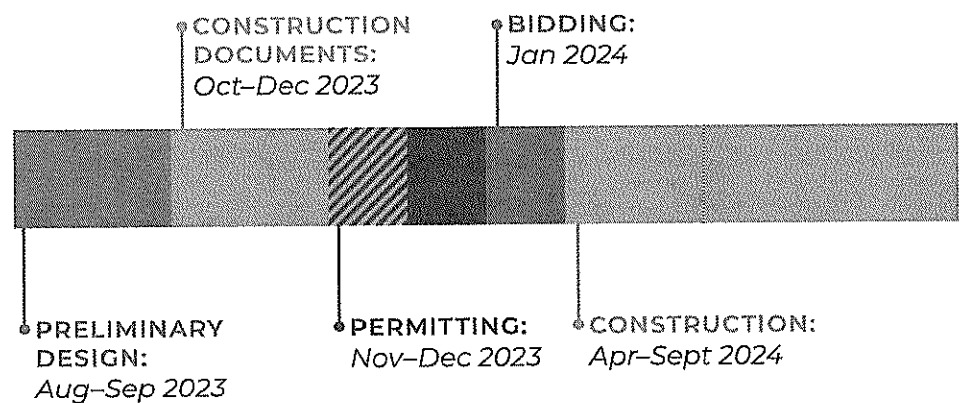
ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule:

PHASE	COMPENSATION
Preliminary Design	\$32,700
Complete Design Plans + Specifications	\$88,500
Permitting + Plan Review	\$9,500
Bidding Administration	\$8,500
Construction Administration	\$18,800
NOT-TO-EXCEED TOTAL	\$158,000

Reimbursable Expenses

Anticipated reimbursable expenses such as travel, mileage, and printing are included within the compensation listed above.

SCHEDULE ESTIMATE



City of Muscatine
Muscatine Parks and Recreation Department
Muscatine Indoor Sports Complex Project
Professional Engineering Services
Submittal Form

1. Preliminary Design Services Fee: \$32,700
2. Complete Design Plans and Specifications: \$88,500
3. Permitting and Plan Review: \$9,500
4. Bid Phase Administration: \$8,500
5. Construction Administration Phase: \$18,800
- Total: \$ \$158,000

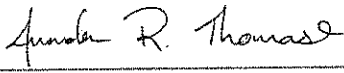
Name of Firm: I & S GROUP, INC. (dba ISG)

Address: 217 East 2nd Street + Suite 110 + Des Moines, IA 50309

Email Address: Amanda.Thomas@ISGInc.com

Phone Number: 952.426.0699

Contact Person: Amanda Thomas

Authorized Signature: 

Date: June 27, 2023

Your signed and submitted proposal represents your organizations Professional Engineering Services Submittal necessary for the successful completion of the City of Muscatine's Muscatine Indoor Sports Complex Project. The City reserves the right to accept all or parts of your professional services submittal as deemed in the best interest of the City.

APPLICABLE CONTRACT

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.



General Terms + Conditions

bit.ly/termsconditions_isg

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible with accommodating the requirements of this project. Our proposal assumes that a support building and fire suppression will not be required for this project's scope. Upon request, ISG is able to provide a subsequent proposal to assist with any additional professional design and construction phase services that will be necessary to facilitate this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Muscatine. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Amanda Thomas
Project Manager

Amanda Prosser, PLA
Vice President, Sports +
Recreation Business Unit Leader

ATTACHMENTS

- Key Professionals + Technical Staff
- Comparable Project Experience

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2023.

Company: _____
Print

Name: _____
Print

Title: _____
Print

Signature: _____

This proposal is valid for 30 days.

City of Muscatine
Muscatine Parks and Recreation Department
Muscatine Indoor Sports Complex Project
Professional Design and Engineering Services

Bid Tabulation

1. ITS Group, Inc DBA ISG = \$158,000.00
2. Legat Architects = \$209,000.00
3. Vantage Architects = \$263,600.00
4. Bray Architects = \$324,500.00
5. Martin Gardner Architecture = \$340,000.00
(Did not meet minimum specifications in their proposal.)



City of Muscatine

ITEM NUMBER 2023-0392

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Tyson Wedekind, Roadway Maintenance Lead Worker
Brian Stineman, Public Works Director

SUBJECT

Request to Approve the Issuance of a Purchase Order to MacQueen Equipment in the Amount of \$275,873 for the Purchase of an Elgin Pelican Street Sweeper.

EXECUTIVE SUMMARY

Request to Approve the Issuance of a Purchase Order to MacQueen Equipment in the Amount of \$275,873 for the Purchase of a Elgin Pelican Street Sweeper.

STAFF RECOMMENDATION

Approve the Request

BACKGROUND/DISCUSSION

The street department evaluated multiple makes/models of street sweepers and has selected the Elgin Pelican from MacQueen Equipment as best suited to meet the needs of the city. Equipment specifications for street sweepers are very brand specific. There's no way to write a fair spec that evaluates anything other than the lowest purchase price. Sweepers that run in the worst environment possible are not the type of equipment that the city wants to buy at low bid. After evaluation, we chose the Elgin Pelican based on it's ability to front dump, 360 Degree operator visibility, and capability to pickup heavy debris using a rubber conveyor belt and service, parts, and operation are identical to the city's current sweeper. We were able to utilize contract bid pricing to make this purchase. A state bid was used, as used in the past for previous departmental purchases. The state bid will be honored by our local dealer, MacQueen Equipment.

In order to make sure we did our due diligence while purchasing using this method, we also utilized the Minnesota State bid list to compare pricing. The cost for this unit using that bid would be \$297,641.

We feel that utilizing this bid process to procure this piece of equipment meets our bidding rules and allows us to purchase the best piece of equipment available at the best price.

By using this bidding method, we are able to secure this piece of equipment by September of 2023. If we choose not to use this method, a machine will not be available for 6 to 9 months.

CITY FINANCIAL IMPACT

Funding for this equipment was budgeted and is available in the Street Cleaning Budget. Using this purchase method we are able to come in under budget.

ATTACHMENTS

1. Sourcewell Elgin Pelican Purchase Proposal 2023
2. MNDOT Contract Bid

ENVIRONMENTAL SOLUTIONS AND SUPPORT

April 25th, 2023

Tyson Wedekind
City of Muscatine

Tyson-



Per your request, a proposal has been generated based off of the Sourcwell Bid Contract #: 093021-ELG for an Elgin Pelican Street Sweeper with the enhancements that your public works department has deemed necessary. As you know the City of Muscatine is a member of Sourcwell, Membership #: 76457.

Description
Elgin Pelican NP Street Sweeper-

- Including the Following:
- Pelican P Dual Gutter Broom Tier 4F: \$259,110.00
 - Elgin/JD Operators/Parts/Service Manuals: \$115.00 & \$220.00
 - Autolube (Automatic Greaser): \$9,175.00
 - Hydraulic Temp & Level Shutdown: \$490.00
 - Center Sweep Main Broom Strip Broom w/ Core: \$1,200.00
 - Conveyor Washout/Cleanout: \$670.00
 - In-Cab Air Restriction Gauge: \$575.00
 - LED Clearance Lights: \$370.00
 - Dual LED Rear Bumper Strobes: \$1,535.00
 - Dual Rear Facing LED Flood Lights: \$970.00
 - LED Stop/Tail/Turn Lights: \$430.00
 - 4-Corner LED Oval Strobes Sweep Flashers: \$2,865.00
 - LED Arrowstick: \$2,085.00
 - Greaseable Dirt Shoes: \$130.00
 - Electric Motorized/Heated Mirrors: \$1,560.00
 - Dual Limb Guards: \$2,880.00
 - AM/FM Radio: \$715.00
 - In-Cab Broom Tilt (Curbside): \$2,335.00
 - Air Ride Seat High-Back (Curbside): \$1,225.00
 - Premium Radiator Hoses: \$345.00
 - Engine Pre-Cleaner: \$575.00
 - Battery Disconnect Switch: \$250.00
 - Factory Delivery to MacQueen-Ankeny, IA: \$2,075.00

Pricing Summary:

Combined Sourcwell Price- 2023 Elgin Pelican: \$291,900.00

MINUS SOURCEWELL CONTRACT DISCOUNT: -\$8,757.00

Required Dealer Services Added Not Included in Contract Pricing:

Machine Pre-Delivery Inspection: \$1,080.00

Delivery to Muscatine from MacQueen Equipment: \$1,050.00

Training On-Site in Muscatine: \$600.00

SOURCEWELL CONTRACT PURCHASE PRICE: \$285,873.00

-MINUS TRADE-IN OPTION 2008 Elgin Whirlwind Serial #: MV1386D: -\$10,000.00*

COMBINED NET SOURCEWELL CONTRACT BID PURCHASE PRICE: \$275,873.00

Delivery: Approximately July 2023 with order before May 30th, 2023. Order delivery dependent Upon Factory Availability.

Warranty: 1 Year Parts & Labor Elgin Warranty, 2 Year/2,000 Hour JD Engine Warranty

Terms of Sale. Invoice due 30 days after delivery, proposed prices are based on current costs and therefore subject to change with written notice to account for changes in pricing beyond the seller's control. *Trade-In Option requires valid truck title.

Proposal Expiration: 30 Days after date of issuance.

If you should have any questions about this proposal, pricing, or equipment please call.

Thank you.

Mike Osler- MacQueen Equipment
515-864-8171

www.macqueengroup.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 . Fax: 515.289.9995
Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

April 19, 2023

Mr. Mike Purdy
MacQueen Equipment, Inc.
1125 7th St E
Saint Paul, MN. 55106

Dear Mr. Purdy:

The following document is enclosed for you to complete and return:

- Amendment No. 3 to SWIFT Contract No. 190619, Release No. S-843(5)

Please sign and return **the** documents, **VIA EMAIL**, to **Paul Thomas** at paul.thomas@state.mn.us by **April 25, 2023**.

If the Amendment is not properly executed, it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Paul Thomas
Buyer
Enclosure

AMENDMENT NO. 3 TO CONTRACT NO. 190619 RELEASE NO. S-843(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and MacQueen Equipment, 1125 7th St E, Saint Paul MN 55106 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Contract No. 190616, March 25, 2021, through February 28, 2023 ("Contract"), to provide Street Sweepers: 3 and 4 Wheel; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend Contract No. 190619 as follows:

1. The Contract is extended through February 29, 2024.
2. The current Price Schedule is DELETED in its entirety and REPLACED with Amendment No. 03, Exhibit D: Price Schedule – Dated April 19, 2023. The updated Price Schedule is attached and incorporated herein.
3. All other terms, conditions, and specifications remain unchanged.

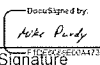
This Amendment is effective beginning April 19, 2023, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. MACQUEEN EQUIPMENT, INC.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
DocuSigned by:
Mike Purdy
7506E92103A74C8
 Signature
 Mike Purdy
 Printed Name
 Title: Chief Sales Officer
 Date: 4/19/2023
 By: _____
 Signature
 Printed Name
 Title: _____
 Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 
DocuSigned by:
Paul Thomas
7506E92103A74C8
 Title: Acquisition Management Specialist / Buyer
 Date: 4/19/2023

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: 
DocuSigned by:
Dustin Burns
20F8A9CD33E8A64
 Date: 4/19/2023

AMENDMENT NO. 03, EXHIBIT D: PRICE SCHEDULE
DATED: APRIL 19, 2023
STREET SWEEPER : 3-WHEEL SWEEPER UNITS
SPECIFICATION NO. 2.1

Vendor Name:	MacQueen Equipment
Contact Person:	Mike Purdy
Street Address:	1125 7th St E
PO Box:	
City, State, Zip	Saint Paul, MN. 55106
Phone #:	651-645-5726
Toll Free #:	800-832-6417
Fax #:	651-645-6668
Email Address:	mike.purdy@macqueengroup.com
Website:	www.macqueeneq.com

2.1**3-WHEEL STREET SWEEPER**

Manufacturer	Elgin
Make / Model	Pelican NP
Engine HP	74 HP
Engine Type (sleeved, counter balanced, etc.)	Tier 4 Final John Deere 4045T, wet sleeve, counter balanced
Engine: Tier 4 compliant? Yes or No	Yes / Final
Fuel Tank Capacity (in gallons)	Diesel Tank 35 Gallons
Are air conditioning/tinted windows included? (If no, list price)	Air conditioner, heater vent/defrost integral, tinted windows
Gauges	Engine low temp, engine oil pressure, fuel speedometer, odometer, broom pressure gauges, hour meter, low hydraulic warning, tachometer
Alternator (Amps)	120 Amp
Battery Type	Maintenance free 12 volt, 924 CCA battery
Electrical Protection Type	Wiring harness to have color and word coded wires, terminals to be crimped and soldered. All circuits protected with auto-reset circuit breakers

(continued on next page)

Transmission Type	Hydrostatic. Variable displacement pump and two separate variable displacement motors, automatically controlled to produce required torque with single pedal control. Power shall be evenly distributed through planetary torque hubs from wheel drive motors. System to be protected by 10 micron filter with in cab restriction indicator. Road Speed of 17 MPH
Tire Size and Type	Tubeless Radials, 11R x 22.5 Load Range "G", 9R x 17.5 Load Range "H"
Lights other then operating lights	Stop, Tail, Turn. Gutter Broom spot Light, Multiple Beam Head Lights,
Brakes	Parking brake positively and mechanically applied to drive wheels. Full power enclosed hydraulic internal expanding shoe brakes. Hydrostatic transmission provides dynamic hydrostatic braking.
LH side Window	N/A
RH Side Window	N/A
Side Broom, type and diameter	Vertical digging type, 36 Diameter
Main Broom, type and width	68 x 35 Broom. Variable Operator Controlled
Sweeper Path	8ft. Minimum Single 10ft Dual Gutter broom
Broom Drive	Hydraulic drive, variable speed through fixed displacement pump
Hopper size and type	3.5 cubic Yard. Front variable high dump to 9ft 6inch
Water tank, size and type	220 Gallon polyethylene tank. Run dry water pump.
Main broom suspension controls	Hydraulic main broom suspension adjustable from cab.
Hopper loading mechanism	Belt Type Conveyer, reversible in direction, hydraulically driven.

(continued on next page)

Warranty
(Months, Years, Hours, Etc.)

Sweeper warranty one year, engine two years, water tank life time .

Base Chassis (If applicable) Price:	N/A
Base Body (If applicable) Price: \$	259,108.00
Total Base Unit Price: \$	259,108.00

AMENDMENT NO. 03, EXHIBIT D: PRICE SCHEDULE
DATED: APRIL 19, 2023
STREET SWEEPER : 3-WHEEL SWEEPER OPTIONS
SPECIFICATION NO. 2.2

COMPANY NAME: MacQueen Equipment
 MAKE AND MODEL OFFERED: Elgin Pelican NP Single Gutter Broom

	Qty	Price	Subtotal
2.2 Unit Base Price:	1	\$ 259,108.00	\$ 259,108

Spec	Description	Qty	Price	Subtotal
2.2.10	CAB ACCESSORIES/OPTIONS:			
2.2.11	N/A		\$ -	\$ -

2.2.20	SWEEPER OPTIONS:			
2.2.21	N/A		\$ -	\$ -

2.2.30	ENGINE OPTIONS: Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
2.2.31	Battery Disconnect (Standard)	1	\$ -	\$ -
2.2.32	Hydraulic Level and Temp Shutdown (Standard)	1	\$ -	\$ -
2.2.33	JD4045-ALT		\$ 24,000.00	\$ -

2.2.40	TIRE/RIM OPTIONS:			
2.2.41	Spare Drive Wheel Only		\$ 885.00	\$ -
2.2.42	Spare Guide Wheel Only		\$ 785.00	\$ -

2.2.50	LIGHTS/CAB EXTERIOR OPTIONS:			
2.2.51	LED Strobe w/Wiring and Guard (Single LED Standard)	1	\$ -	\$ -
2.2.52	LED Strobe w/Wiring and Guard (Dual)		\$ 990.00	\$ 990-
2.2.53	Front Light Mounting Rail (Rail Only)		\$ 825.00	\$ -
2.2.54	2 Forward Facing Lights Mounted on Rail (Rail 2.2.53 Also Required)	1	\$ 1,525.00	\$ 1525-
2.2.55	LED Stop/Tail/Turn/Clearance (Standard)	1	\$ -	\$ -
2.2.56	LED Lights In Battery Cover		\$ 1,535.00	\$ 1535-
2.2.57	Limb Guard Each	2	\$ 1,600.00	\$ 3200-
2.2.58	LED Arrowstick		\$ 2,085.00	\$ 2085-
2.2.59	Two Rear Floods & Backup Light (Standard)	1	\$ -	\$ -

2.2.60	HOPPER ACCESSORY OPTIONS:			
2.2.61	Hopper Spray in Liner		\$ 5,155.00	\$ -

2.2.70	WATER SYSTEM OPTIONS:			
2.2.71	Lower Roller Wash Out / (Standard)	1	\$ -	\$ -
2.2.72	Water Fill Quick Disconnect		\$ 675.00	\$ -

2.2.80	OTHER OPTIONS:			
2.2.81	Dual Gutter Broom	1	\$ 13,790.00	\$ 13790-
2.2.82	AM/FM Radio CD Player w/Map Lights (Standard)	1	\$ -	\$ -
2.2.83	High Back Air Ride Seat (Each)	1	\$ 1,225.00	\$ 1225-
2.2.84	Heated Motorized Mirrors	1	\$ 1,560.00	\$ 1560-
2.2.85	Auto Lube Single Includes Greaseable Dirt Shoes		\$ 7,315.00	\$ -
2.2.86	Auto Lube Dual Includes Greaseable Dirt Shoes		\$ 9,175.00	\$ 9175-
2.2.87	Broom Upgrade Strip, Double Wrap	1	\$ 1,360.00	\$ 1360-
2.2.88	Carbide Dirt Shoes		\$ 1,630.00	\$ -
2.2.89	Rear View Camera System (Standard)	1	\$ -	\$ -
2.2.89.1	Left Side Camera In Addition to Rear View Camera		\$ 715.00	\$ -
2.2.89.2	Broom Tilt with Position Indicator (Per Side)	1	\$ 2,088.00	\$ 2088-
2.2.89.3	Main Broom Hour Meter		\$ 515.00	\$ -

2.2.90	DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS- NO FLAT RATE ALLOWED			
2.2.91	DELIVERY STARTING POINT - City, State, Zip	Saint Paul, MN 55106		
2.2.92	PRICE PER LOADED MILE:	\$ 152 miles	\$ 5.50	
2.2.93	MINIMUM DELIVERY CHARGE (if applicable)		\$ 187.00	

2.2.100	NEW EQUIPMENT RENTAL PROGRAM			
If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.				
2.2.101	Hourly Rental Rate:	NA		
2.2.102	Weekly Rental Rate:		\$ 4,850.00	
2.2.103	Monthly Rental Rate:		\$ 14,500.00	
2.2.104	Percent (%) of Rental Fee applied to purchase price:	0%		

If the new rental equipment is purchased and finance charges are applicable for the actual rental term only,
 state the actual interest rate here: _____

2.2.110	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM			
2.2.111	DEDUCT cost per Used Hour from the original Contract Price		\$ 35.00	

2.2.120	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES			
2.2.121	Percent (%)	3.0%		
2.2.122	Price Date & Number:	2023		

MNDOT Purchase Price: \$297,641.00



City of Muscatine

ITEM NUMBER 2023-0393

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Richard Klimes, Parks and Recreation Director
Melissa Baker, Parks Supervisor

SUBJECT

Request to Authorize 2023/24 City Deer Hunt

EXECUTIVE SUMMARY

Request for the City Council to authorize the 2023/24 City Deer Hunt. Prior to each deer hunting season and in accordance with the City Code Title 6 Police and Public Safety Regulations, Chapter 3 Weapons, Section 6-3-20 Bow Hunting Deer, Item A "The hunt shall be authorized by action of the Muscatine City Council prior to October 1st of each year, during the time when such hunting is allowed by the law and regulations of the State of Iowa".

STAFF RECOMMENDATION

At this time, the City staff would recommend that the Muscatine City Council approve the 2023/24 City Deer Hunt. Additionally, and in accordance with the City Code, a request is being made to again allow deer hunting on the designated site of McKee Park.

BACKGROUND/DISCUSSION

Since the 2006-07 Deer Hunting Season, the City of Muscatine has participated in a city-wide deer hunt program with the guidance of the Iowa Department of Natural Resources. Attached, please find the 2022/2023 Deer Hunt Report. The report will show that we have experienced minimal issues while successfully managing our deer population.

If authorized, the hunt will again be for bow hunting on approved private property with two (2) acres or more. Property owners may combine contiguous parcels to reach the two (2) acre minimum. The hunt will run from Saturday, September 16th, 2023 through Tuesday, January 10th, 2024. The required proficiency test will be for the hunter to successfully shoot 3 of 5 arrows in a 5-inch circle from a 20-yard distance. Only two chances will be allowed in one day. In accordance with the City Code, deer hunting will be allowed on the designated public property site of McKee Park.

CITY FINANCIAL IMPACT

There will be no direct financial impact to the City by authorizing the deer hunt. Potential savings to citizens could be achieved by having less deer in our community, thus causing less motor vehicle accidents and less landscape destruction.

ATTACHMENTS

1. City Code 6-3-20.
2. Deer Hunt Report 2022-2023
3. City Deer Hunt - Designated Public Property Rules

6-3-20 Weapons.

A. Discharging Firearms. It shall be unlawful for any person to throw any missile upon any street, alley, public place or to discharge any firearm, B.B. gun, pellet gun, bow and arrow, sling shot, or any other device which discharges a projectile, within the corporate limits of the City of Muscatine, except on a recognized target range.

(Code of Iowa, Section 364.12[2])

Deer Hunting Exception. It shall not be deemed a violation of this Subsection to use a bow and arrow to hunt deer on parcels of two (2) acres or more, or to discharge a firearm, other than a centerfire rifle or other offensive weapon as defined by Iowa Code, to hunt deer on parcels of sixty (60) contiguous acres or more, subject to the following conditions:

1. The person is the owner of the property or has permission from the owner to allow for bow or firearm hunting.
2. The person bow hunting must successfully complete a proficiency test as approved by action of the Muscatine City Council.
3. The person has a license or permit required by the State of Iowa to hunt deer with a bow or firearm.
4. The person has a permit issued by the Muscatine City Clerk.
5. The bow hunt shall be authorized by action of the Muscatine City Council prior to October 1 of each year, during the time when such hunting is allowed by the law and regulations of the State of Iowa.
6. Hunting shall not occur within 50 yards of any residence, church, or occupied structure.
7. The bow hunt shall be limited to the sex of the deer allowed by the laws or regulations of the State of Iowa and as allowed by action of the Muscatine City Council.
8. The person hunting must demonstrate compliance with these requirements to any law enforcement officer upon request.
9. Persons wishing to participate in the bow hunting program are required to attend an informational meeting held by the City of Muscatine in advance of the designated season.
10. With the permission of City Council, designated public property may be used during the designated hunting season.
11. Property owners with adjoining lot lines will be permitted to combine properties to reach the minimum two (2) acres required for bow hunting and there will be no zoning restriction on this acreage. However, property owners are not allowed to join property in order to reach the sixty-acre (60) requirement needed to qualify for the firearm hunting exception allowed under this Section. The sixty (60) acres must be contiguous.

B. Carrying of Weapons. It shall be unlawful for any person to go armed with a dangerous weapon concealed on or about the person, or to, within the limits of the City, go armed with a pistol or revolver, or any loaded firearm of any kind, whether concealed or not, or to knowingly carry or transport in a vehicle a pistol or revolver, except as otherwise provided under Chapter 724.4 of the Code of Iowa.

Memorandum
March 8, 2023

TO: Carol Webb, City Administrator
FROM: Richard Klimes, Director of Parks and Recreation
SUBJECT: 2022-23 City Deer Hunt Report

Please accept this memo and the attached information as a summary report for the 2022-23 City of Muscatine Deer Hunt Program.

As you are aware, since the 2006-07 deer hunting season, the City of Muscatine has participated in a Deer Management Zone Program in collaboration with the Iowa Department of Natural Resources. The total deer harvest results are listed below with specific results attached:

Year	2006-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	16 Years	22-23
Total	35	72	55	43	27	47	30	34	41	40	54	61	61	62	57	39	789	31

The 2022-23 City Deer Hunt Program details are as follows:

- The preseason hunt meeting took place on August 22, 2022, with 39 hunters in attendance.
- The hunting proficiency test dates were August 27, August 31 and September 7, 2022. Special times were scheduled as groups could be coordinated with available staff times. The test consisted of successfully shooting 3 of 5 arrows in a five-inch circle from a 20-yard distance. Only two chances were allowed in one day. There were 39 hunters that passed the test.
- The City of Muscatine Deer Management Zone Hunt was Saturday, September 17, 2022, to Sunday, January 10, 2023.
- A total of 200 deer tags were available to hunters wishing to participate. An additional 100 tags were made available upon request this year. The tags were available for purchase at the County Recorder's Office.
- A total of 16 hunters took the 31 deer killed in this season's hunt (25 doe, 3 buck, 3 button buck).
- Deer related vehicular accidents: 2022-41, 2021 – 33, 2020 – 34, 2019 – 46, 2018 – 56.

In summary, the 2022-23 City of Muscatine Deer Management Zone Hunt was successful in that it allowed for the controlled reduction of the deer population. According to the IDNR, we are accomplishing our goal and we are in a maintenance mode instead of an eradication mode.

Thank you for your time and attention to this matter. Please contact me if you have any questions, comments, or concerns.

Attach: 2022-23 Deer Hunt Results
City Code

City Deer Hunt – Designated Public Property Rules

Mission: The main focus of allowing hunting on designated public property is to give hunters that do not have a place to hunt in the City Deer Hunt a place to hunt.

Rules for Deer Hunting on Designated Public Property. All city and state codes, policies, and rules apply to the use of designated city property as they would for private property as with the following exceptions:

- A. The designated public property sites that have been approved to hunt on for the 2022/23 City Deer Hunt are McKee Park and the City property located adjacent to the Hershey Avenue and Houser Street corner.
- B. A lottery/draw system will be used to determine who will be allowed to hunt on designated City property.
- C. Hunters who took a deer in last year's City Deer Hunt are not eligible to enter the draw this year.
- D. There will be a limit of 2 hunters per site or a pair of hunters registered together. Hunters must be registered as a pair or single at the time of the draw. If a pair envelope is drawn first then that will end the draw for that site.
- E. In order to enter the draw, you must be present at the time of the draw or at least one member of a pair must be present.
- F. The draw will take place at the annual required Deer Hunt Meeting Monday August 22, 2022.
- G. The draw is for the entire City Deer Hunting Season.
- H. A youth hunter 13 years old or less may hunt with their adult chaperone. The youth hunter does not count towards the per hunter site limit.



City of Muscatine

ITEM NUMBER 2023-0394

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Melissa Baker, Parks Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to approve a purchase order to Boland Recreation for Oak Park and Eversmeyer Park playground platform replacement in the amount of \$32,500.00.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval for the replacement of the playground platforms at Oak Park and Eversmeyer Park playgrounds. Both playgrounds were installed with Miracle playground equipment and replacement of platforms are vendor specific. Boland Recreation is Iowa's Miracle Recreation Product supplier and installer. We are asking for \$32,500.00 to remove and install the new platforms.

STAFF RECOMMENDATION

City staff recommends approval

BACKGROUND/DISCUSSION

The Oak Park and Eversmeyer Park playgrounds were installed in 2002. The pvc coating on the platforms has severe cracks and is rusting, causing potential safety issues on those surfaces. The 4th Street and Weed Park Rose Garden playground platforms were installed in 2023 with great results.

CITY FINANCIAL IMPACT

In the FY23/24 Park Maintenance Budget, \$35,000 was approved for the Playground Platform Replacements. The vendor is the sole provider for Miracle Recreation equipment in our region. This is year three of four for the replacement of platforms on City playgrounds.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0395

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Melissa Baker, Parks Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to approve the Issuance of a purchase order to MTI Distributing, in the amount of \$39,239.80, for a rotary mower for the Park Maintenance Division

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval to purchase a rotary mower, for the Park Maintenance Division. A bid was received from MTI Distributing for the purchase of a Ventrac 4520N mower with a 72" mower deck for the amount of \$39,239.80. A second bid was received which did not meet specs.

STAFF RECOMMENDATION

At this time, City staff would recommend the issuance of a purchase order to MTI Distributing for the purchase of a Ventrac 4520N mower with a 72" deck.

BACKGROUND/DISCUSSION

This requested mower will be used to mow and maintain Weed Park and additional park sites as needed.

CITY FINANCIAL IMPACT

In the FY23/24 Park Maintenance budget, there is \$52,000 approved for the purchase of this mower.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0396

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Jeff Limburg, Athletic Facilities Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve Issuance of a Purchase Order to Muscatine Lawn and Power LLC in the amount of \$11,249.00 for a Ride On Blower for the Soccer Complex

EXECUTIVE SUMMARY

Request to approve the purchase of a Ride On Blower from Muscatine Lawn and Power LLC in the amount of \$11,249.00.

STAFF RECOMMENDATION

City staff recommends approval.

BACKGROUND/DISCUSSION

The Ride on Blower is used to blow off sidewalks, trails, grass clumps on fields, parking lots, and all other areas that a blower can assist with. There was only one bid received for this piece of equipment and it was from Muscatine Lawn and Power.

CITY FINANCIAL IMPACT

In the FY 23-24 Soccer Complex Budget there is \$15,000 approved for the purchase of this Ride On Blower.

ATTACHMENTS

1. 2023 Ride On Blower

Event Number	2023-0014	Organization	City of Muscatine
Event Title	Ride On Blower	Workgroup	Purchasing
Event Description		Event Owner	Jessica Rexroth
Event Type	Vehicles and Equipment	Email	jrexroth@muscatineiowa.gov
Issue Date	7/5/2023 12:00:01 PM (CT)	Phone	(563) 263-0241 x0
Close Date	7/26/2023 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
MTI Distributing	Minneapolis	MN	7/13/2023 10:46:41 AM (CT)	0	\$0.00
Muscatine Lawn and Power LLC	Muscatine	IA	7/25/2023 08:57:12 AM (CT)	1	\$11,249.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



City of Muscatine

ITEM NUMBER 2023-0397

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Jeff Limburg, Athletic Facilities Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve Issuance of a Purchase Order to MTI Distributing in the amount of \$46,700.92 for a Rough Mower for Kent Stein Park

EXECUTIVE SUMMARY

Request to approve purchase of a rough mower from MTI Distributing in the amount of \$46,700.92.

STAFF RECOMMENDATION

City staff recommends approval.

BACKGROUND/DISCUSSION

The mower requesting to be purchased is a Toro 7500-D Rough mower with a 96 inch deck and canopy. The rough mower is used to mow around trees, bleachers, fences, ball diamonds, concession buildings and common areas. Only one qualifying bid was received, with a bid from MTI Distributing.

CITY FINANCIAL IMPACT

In the FY 23-24 Kent Stein General Fund Budget there is \$50,000 approved for the purchase of this mower.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0398

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Melissa Baker, Parks Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve the Issuance of a Purchase Order to Ed Morse, in the amount of \$91,633.00 for the Purchase of 2 Trucks for the Park Maintenance Division.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve a purchase order to Ed Morse Automotive Group of Muscatine in the amount of \$91,633 for the purchase of a 2024 Chevrolet Silverado 1500 4x4 truck for \$42,608 and a 2024 Chevrolet Silverado 2500HD 4x4 truck for \$49,025.

STAFF RECOMMENDATION

The City Staff recommends the approval of the purchase order to Ed Morse Automotive Group of Muscatine in the amount of \$91,633 for the purchase of 2 trucks.

BACKGROUND/DISCUSSION

The 2 trucks requested will be used in park maintenance operations at various locations in the Muscatine Park System. The 3/4 ton truck is a replacement vehicle to be used to tow the outside park mower and trailer. Bids were solicited for a new 3/4 ton pickup truck. One bid was received from Ed Morse for \$49,025. The 1/2 ton truck is a replacement for a 1/2 ton vehicle that is no longer in service due to safety concerns presented by Public Works Vehicle Maintenance. One bid was received from Ed Morse for \$42,608.

CITY FINANCIAL IMPACT

In the FY23/24 Park Maintenance Budget, \$70,000 was approved to purchase a 3/4 ton truck and a 1/2 ton truck. The over-budget amount will be covered by previous under-budget equipment purchases.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0399

AGENDA ITEM SUMMARY

DATE: 8/3/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve Procurement Policy Required to Access Awarded Community Development Block Grant Funds

EXECUTIVE SUMMARY

The City has been awarded 2 grants under the Iowa Economic Development Authority's Community Development Block Grant programs and must approve a revised procurement policy to access the funds.

STAFF RECOMMENDATION

Staff recommends Council approve the attached procurement policy.

BACKGROUND/DISCUSSION

The City has received 2 Community Development Block Grant (CDBG) awards from the Iowa Economic Development Authority (IEDA). These funds are made available to IEDA by the U.S. Department of Housing and Urban Development and, as a subrecipient, the City must administer these funds in accordance with all federal regulations. In March 2020 the City adopted a procurement policy to access COVID relief funds, but since that time IEDA has adopted the requirement for a more detailed policy. The attached policy outlines how the City must handle procurement under 2 CFR Part 200. The City currently has to comply with this regulation for purchasing for any federally funded programs.

The policy must be executed by the jurisdiction's chief elected official.

CITY FINANCIAL IMPACT

ATTACHMENTS

1. 2023 CDBG Procurement Policy

PROCUREMENT POLICY

Community Development Block Grant Subrecipients Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that is administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

Procurement Standards

General (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Responsible unit: IEDA project managers verified via monitoring.

Conflicts of Interest in Awarding Contracts (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Responsible unit: IEDA project managers verified via monitoring.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor. SAM verification checked by IEDA Audit Coordinator via submitted IowaGrants form.

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equivalent” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Types of Procurement (Replaces 2 CFR 200.320) (based on Iowa Code section 11.117 & 11.118)

The procurement method used by the subrecipient is determined by what is being procured: construction, professional services (such as architectural, engineering, or technical services), or other general goods and/or services.

For construction, subrecipients shall refer to and follow Iowa Code chapter 26

(<https://www.legis.iowa.gov/docs/code/2022/26.pdf>). Be aware that there are differing contract dollar thresholds depending upon the type of project and the type of subrecipient (e.g., county, city with a population of less than 50,000, city with a population over 50,000, etc.). These thresholds are periodically updated; please check the Code for the most current information. If the project cost is anticipated to be below the Chapter 26 threshold, then follow the “other general goods and/or services” procedures below.

For professional services (such as architectural, engineering, or technical services), subrecipients shall use a formal *competitive selection* process to procure the services. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. For more detail, see the fourth method of procurement below, “competitive proposals.”

For other general goods and/or services, subrecipients shall adhere to one of the four following methods depending upon anticipated *aggregate total purchase cost*, not individual line-item cost. Note that this may result in utilizing several methods of procurement. For example, if certain goods/services can be procured from a particular pool of vendors, that group of goods/services should be batched together, and the anticipated total purchase price of those items would determine the procurement method. The process would then be repeated for any remaining goods/services. Please note that regardless of price, any service (e.g., asbestos testing, archeological survey, etc.) requires a contract be drawn up and signed; the contract must include the CDBG required contract provisions. Purchases of goods/materials only, if less than \$5,000, do not require a contract.

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email, or letter. The subrecipient should solicit at least three prospective service providers. The subrecipient must justify, to IEDA's satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. **Sealed bids:** (formal advertising): Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: **Bids** are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

If this method is used, the following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

4. Competitive Proposals: Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: The technique of **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed price or cost- reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate, generally for service contracts. Apart from **professional services** such as architectural/engineering (A/E) services or technical assistance (which uses this method regardless of contract price), this method is not commonly used for traditional CDBG projects. If you believe your projects warrants this method for anything other than the professional services identified above, please consult with your IEDA project manager prior to initiating the process.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Note: Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from one possible source. This type of procurement is referred to as sole-source procurement;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (504) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa:
<https://iowaeda.microsoftcrmportals.com/tsb-search/>;
 - (504) Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
 - (504) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
 - (504) Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program
<https://www.iowaeconomicdevelopment.com/tsb>; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Responsible unit: IEDA project managers verified via monitoring

Recycled Content and Products (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Responsible unit: IEDA project managers verified via monitoring.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 – 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

- (1) Requested by IEDA;
- (2) The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a “brand name” product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA’s right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings of eight units or more, the minimum requirements shall be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- (c) A payment bond for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>

Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

Responsible unit: IEDA project managers verified via monitoring and/or state auditor.

ACKNOWLEDGEMENT AND ADOPTION

As a recipient of Community Development Block Grant (CDBG) funds, the City of Muscatine adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within the City of Muscatine.

Adopted by the City of Muscatine_on 3rd day of August, 2023.

Chief Elected Official:

Mayor Bradley Bark
Typed/printed name

Signature