



City of Muscatine

CITY COUNCIL

Thursday, August 17, 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 17, 2023, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION - John Hessling
3. ROLL CALL

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

- A. Request to approve an employment agreement between the City of Muscatine and Carol Webb for the position of City Administrator

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. City of Muscatine Regular City Council Meeting - August 3, 2023
- B. City of Muscatine, Special City Council Meeting - August 10, 2023

11. *** PETITIONS AND COMMUNICATIONS**

- A. Request for renewal of a Class "E" Retail Alcohol License for Fast Avenue One Stop, 2111 Park Avenue – Gurung LLC (pending inspections)
- B. Request for renewal of a Class "E" Retail Alcohol License for Express Mart, 4804 U.S. 61 – RP Brothers LLC (pending inspections)
- C. Request on first and second reading on a new Special Class "C" Retail Alcohol License and 5-day Outdoor Service Permit (09/12/2023 – 09/16/2023) for Food Truck Fight, Harbor Drive – BRB Live, LLC (pending inspections and insurance)
- D. Request on first and second reading on a new Special Class "C" Retail Alcohol License and 5-day Outdoor Service Permit (08/22/2023 – 08/26/2023) for Keep Muscatine Beautiful, Almost Friday Fest, Harbor Drive – Community Foundation of Greater Muscatine (pending inspections and insurance)
- E. Request for renewal of a Class "C" Retail Alcohol License for Overlook Ballroom, 101 West Mississippi Drive – Bridgeside Pub LLC (pending inspections and insurance)

- F. Request on first and second reading on a new Special Class “C” Retail Alcohol License and 5-day Outdoor Service Permit (09/27/2023 – 10/01/2023) for Keep Muscatine Beautiful (Almost Friday Fest Event), Harbor Drive – Community Foundation of Greater Muscatine (pending inspections and insurance)
- G. Request for Use of City Property from Troy Philpott with Stinky’s House of Horrors for the Annual Haunted House/Food Drive to be held on October 28th, 2023

12. * COMMUNICATION – RECEIVE AND FILE

- A. Muscatine County Board of Supervisors Meeting Minutes - July 31, 2023
- B. Muscatine County Board of Supervisors Meeting Minutes, August 7, 2023

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order to Beck Electric Actuators in the Amount of \$12,872.00 for the Purchase of Two Beck Actuators for the Water and Resource Recovery Facility.

14. * APPROVAL OF BILLS

It is recommended bills totaling \$2,505,671.53, 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. Request to approve bills totaling \$2,505,671.53, and authorizing the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

15. PUBLIC HEARING

- A. Public Hearing to Discuss Proposed Changes to Title 3, Chapter 2 of City Code, Regarding Right of Way Inspections and Permit Processes.
- B. Public Hearing to Discuss Proposed Changes to Title 11 of City Code Regarding Chapter 4 - Inspections
- C. Public Hearing on Proposed Development Agreement with Kent Pet Group, Inc. For the Construction of a New Production Facility
- D. Public Hearing on Declaration of 619 Hope Avenue as Surplus and Authorizing the Sale by Sealed Bid Process
- E. Public Hearing on Proposed Revisions to the Airport District Zoning Ordinance

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. First Reading of an Ordinance Amending Title 3, Chapter 2 of City Code - Use of City Right of Way - Public Hearing A
- B. First Reading of an Ordinance Amending Title 11, Chapter 4 of City Code - Inspections - Public Hearing B
- C. Resolution Approving Development Agreement with Kent Pet Group, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement - Public Hearing C
- D. A Resolution Declaring City Owned Real Estate (619 Hope Ave) as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process - Public Hearing D
- E. First Reading of an Ordinance Amending the Airport District Zoning Ordinance Contained within Title 10, Chapter 19 of the City Code - Public Hearing E
- F. A Resolution Setting a Public Hearing to Declare Certain Real Estate Owned by the City (891 W 8th Street and adjacent parcel) as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process
- G. Second Reading of an Ordinance Amending Nuisance Regulations Contained Within City Code Title 9, Chapter 3
- H. Second Reading of an Ordinance Amending Title 10, Chapter 20, Section 4 of City Code - Home Occupations
- I. Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees and Rental Housing Fees to Private Properties
- J. Resolution Setting a Public Hearing to Approve Plans, Specifications, Cost Estimation and Form of Contract for the UV Replacement Project at the Water and Resource Recovery Facility.
- K. Request to Issue a Purchase Order to Taylor Ridge Paving & Construction, LLC for Asphalt Milling and Paving on 67th Ave West in the Amount of \$44,500.00
- L. Request for Authorization to Reissue a Purchase Order to Hoglund Bus Company for the New Low Floor Bus due to an increase in price of \$3,672.00, totaling \$198,278.00 and deleting original Purchase Order.
- M. Request to Approve Entering into an Agreement with the Iowa DOT, for Acceptance of the Public Transit Infrastructure Grant (PTIG) in the Amount of \$400,000.00
- N. Request to Approve the Issuance of a Purchase Order to Trojan Technologies in the Amount of \$415,330.00 for the Purchase of a Replacement UV System for the Water and Resource Recovery Facility
- O. Request to Approve Change Order Number 3 for Fulliam Avenue Reconstruction Phase 1 to Heuer Construction in the Amount of \$17,098.

- P. Request to Approve a Professional Services Agreement with Impact 7G for \$7,370 to Complete Asbestos Testing Related to Implementation of the Downtown Revitalization Project

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT



City of Muscatine

ITEM NUMBER 2023-0408

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Brad Bark, Mayor

SUBJECT

Request to approve an employment agreement between the City of Muscatine and Carol Webb for the position of City Administrator

EXECUTIVE SUMMARY

Presented for City Council's consideration is an employment contract between the City of Muscatine and Carol Webb for the position of City Administrator. Ms. Webb's current employment contract expires on August 24, 2023. The proposed employment contract is for a period of three years and will expire in August, 2026.

STAFF RECOMMENDATION

N/A

BACKGROUND/DISCUSSION

Presented for City Council's consideration is an employment contract between the City of Muscatine and Carol Webb for the position of City Administrator. Ms. Webb's current employment contract expires on August 24, 2023. The City desires to continue to retain Ms. Webb's services under certain conditions of employment and will provide certain compensation and benefits, which are outlined in the attached contract. The proposed contract expires in August, 2026.

CITY FINANCIAL IMPACT

The City will provide compensation and other benefits as outlined in the contract.

ATTACHMENTS

1. 23-08-10.City Administrator Contract.Muscatine.Final

**CITY OF MUSCATINE
CITY ADMINISTRATOR EMPLOYMENT CONTRACT**

THIS CITY ADMINISTRATOR EMPLOYMENT CONTRACT ("Contract"), is entered into by the City of Muscatine, State of Iowa, a municipal corporation ("City") and Carol Webb ("Employee") and provides as follows:

WHEREAS, the City desires to continue to retain the services of Employee as City Administrator, as provided by the Muscatine Code of Ordinances, and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City (1) to continue to employ the services of Employee, (2) to make possible full work productivity for Employee, (3) to provide a just means for terminating Employee's services at such time as the City or Employee may desire to otherwise terminate her employment; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Contract, the parties hereto agree as follows:

Section 1. Duties

City agrees to continue to employ Employee as City Administrator of the City to perform the functions and duties specified in the Muscatine Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall from time-to-time assign. The functions and duties shall also include but not be limited to the following:

- A. Be the chief administrative officer of the City and be responsible to the City Council for proper administration of all affairs of the City.
- B. Attend various meetings and workshops of the City.
- C. Recommend for adoption by the City Council such measures as she may deem necessary or expedient.
- D. See that all laws, ordinances and policies of the City are faithfully executed, subject to the authority which the City Council may grant the Mayor to maintain law and order in times of emergency.
- E. Prepare and submit to the City Council such reports as may be required by that body or as she may deem advisable to submit.
- F. Keep the City Council fully advised of the financial condition of the City and its future needs.

- G. Prepare and submit a proposed budget; work with the City Council and Mayor in the final budget analysis and review; and be responsible for its administration upon adoption.
- H. Keep the public and City Council informed regarding City operations through periodic reports to the City Council.

Section 2. Term

- A. This Contract shall commence effective August 24, 2023, and shall remain in effect for three years, through August 24, 2026, parties shall meet annually to discuss the Employee's performance.
- B. Employee agrees to remain in the exclusive employ of City until August __, 2026 and unless the employment is terminated pursuant to Section 3 of this Contract. The term "employ" shall not be construed to include income that may be earned by Employee as the result of occasional teaching, writing, or consulting performed on Employee's time off.
- C. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Contract.
- D. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 3B or 3C, of this Contract.

Section 3. Termination and Severance Pay

- A. TERMINATION-In the event that Employee is terminated by the City Council before expiration of the end of the term of employment and during such time that Employee is willing and able to perform the duties of Muscatine City Administrator, the City agrees to pay Employee a lump sum cash payment equal to nine (9) months aggregate salary , and twelve month payment of non-union employee insurance benefit premiums, and accrued vacation pay as determined in this Contract (the "Severance Payment") in exchange for a signed full release by the Employee of any liability that the City and the City's elected officials and employees may have under federal or state law arising out of the Employee's employment with the City, this Contract, or the termination of the Employee's employment with the City. Notwithstanding the foregoing, in the event Employee is terminated, or the contract is not renewed, because of: (i) willful neglect of duty, insubordination, or refusal to carry out the direction of the Muscatine City Council, provided the related direction is legal, ethical, and clearly articulated by the Mayor or Council. For the purposes of this agreement clearly articulated is defined as any instruction to the City Administrator or City staff at a council meeting by either the Mayor as initiated by the Council or Council(ii) fraud; (iii) dishonesty; (iv) substance abuse; (v) conviction of any criminal act other than routine traffic violations, or (vi) a

founded claim of misconduct, incompetence or sexual harassment based on an independent third-party investigation, then, in any such event, City shall have no obligation to pay the Severance Payment. For the purposes of this agreement, dishonesty is defined as knowingly and intentionally making false statements to the Mayor and City Council or an action taken resulting in Employee's personal financial gain due to inside knowledge or unauthorized payments to the Employee related to her position with the City.

- B. RESIGNATION -In the event Employee voluntarily resigns her position with the City before expiration of the aforesaid term of employment, then Employee shall give the City forty-five (45) days written notice in advance. In the case of a voluntary resignation by Employee, the Severance Payment contained in paragraph 3A of this agreement shall not be paid to Employee.

- C. CONSTRUCTIVE TERMINATION -In the event the City at any time during the term of this Contract reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any Contract provision benefiting Employee, or the Employee resigns following a suggestion, whether formal or informal, by the Mayor and Council that she resign, then, in that event Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning of this Contract, and Employee shall be entitled to receive the Severance Payment if Employee elects to treat her employment as having been terminated and executes the full liability release specified under Section 3A.

Section 4. Disability

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) weeks, City shall have the option to terminate this Contract, and the City will pay the Severance Payment upon execution of a full release by the Employee or the Employee's legally authorized representative pursuant to the terms of Section 3A.

Section 5. Salary

City agrees to pay Employee for her employment services for the next three years beginning August 24, 2023, and ending August 23, 2026, ("term of the Contract") at an annual base salary payable in installments at the same time as other employees of the City are paid.

Annual Salary for the initial term of this Contract will be from August 24, 2023 to August 24, 2024, in the amount of One hundred seventy-six thousand, six hundred sixty-five dollars and 79/100 (\$176,665.79).

Each year, during the term of the Contract, upon completion of a satisfactory performance review utilizing a process, form, criteria, format and schedule mutually

agreed upon by the City Council and City Administrator, the City Administrator's base salary shall be increased by the amount awarded to City staff for that year for cost of living pay increase.

In addition, the Employee shall receive a retention incentive payment as determined by the City Council and passed via resolution during the first pay period following her employment anniversary date. The Employee shall receive the first retention incentive payment in the first pay period following her August 2023 anniversary date and shall continue to receive such payment annually as long as this contract is in effect.

The Employee agrees that she will not claim, receive or be eligible for overtime pay.

Section 6. Hours of Work

Employee shall have discretion to determine the specific hours she works; provided, however, that Employee generally agrees to maintain normal office hours and to work the number of hours necessary to discharge the duties and responsibilities of the City Administrator, which shall routinely include significant time outside normal office hours. Employee further agrees to maintain an office at home capable of handling reasonable off-hour business matters from Mayor, City Councilmembers, and the public, relevant to the management of the affairs of the City.

Section 7. Motor Vehicle and Phone Allowance

During the term of this Contract, Employee shall receive a monthly motor vehicle allowance of \$400. The motor vehicle allowance amount shall be reviewed and adjusted annually to such extent as the City Council may determine that it is desirable to do so. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of Employee's motor vehicle. Employee shall provide City with written proof of insurance as requested.

During the term of this contract, Employee shall receive a monthly phone allowance of \$30 for maintenance of a cellular phone that shall be used for City purposes and the accomplishment of the Employee's work.

Section 8. Dues, Subscriptions, and Community Involvement

City agrees to budget and to pay the professional dues and subscriptions of employee and official travel required to participate in the International City/County Management Association and Iowa City/County Management Association and any other mutually agreeable national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the City. City also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the City.

The City recognizes the desirability of the City Administrator participating in service and charitable organizations in the community and, in the event that she become a member of such service and charitable organizations (with approval of the Council), the City will pay all reasonable expenses and fees related to such membership. In the event that the City Administrator becomes a member of a board of directors of a community organization based on her position as City Administrator and with the approval of the Council, her duties as such director shall be considered within the scope of her duties as City Administrator for the purposes of the indemnification provision of this Agreement.

Section 9. Vacation

- A. Employee shall be credited with 25 days of vacation annually.
- B. Employee shall obtain written approval for any vacation over one week in duration from the Mayor, or in the Mayor's absence, the Mayor Pro Tem.
- C. Unless her services are needed for an emergency situation, Employee shall be granted the same holidays and other forms of leave granted to all non-union employees of the City pursuant to the Muscatine Employee Handbook.

Section 10. Disability, Health, Life Insurance, Sick Leave and Other Benefits

Employee shall receive the same disability, health, life insurance and other insurance related benefits made available to non-union City employees as outlined in the Muscatine Employee Policy Manual, which benefits may be changed from time to time by the City.

Section 11. Pension

During the Employee's employment, the City shall contribute funds for Employee into the Iowa Public Employee Retirement System (IPERS). In addition, the City Administrator is eligible to participate in the ICMA-RC 457 deferred compensation plan. If the Employee elects to participate in the ICMA-RC by contributing funds to that deferred compensation plan, the City will pay an amount up to 3% of her annual salary and incentive retention payment, as a matching amount based on the contributions of the employee, for each full year of the contract, 2023 to 2026, no later than April 15 of the following year.

Section 12. Other Terms and Conditions of Employment

- A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the City Code, or any other law.
- B. All provisions of the City Code and applicable laws, regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to

Employee as they would to other non-union employees of City, in addition to said benefits enumerated specifically for the benefit of Employee, except as provided in this Contract. Employee may utilize her annually accrued sick leave to care for her family members. Any vacation and sick leave available to Employee at Employee's retirement from the City will be paid out in accordance with the Muscatine Employee Policy Manual.

- C. In addition to that required under state and local law, City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. The foregoing indemnity shall apply to any alleged act or omission occurring during the course of Employee's employment as City Administrator, regardless of whether the claim arises during Employee's term of employment with the City, or after such employment ceases. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon that is not covered by liability insurance available to Employee.
- D. City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 13. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any prior discussions or representations by or between the parties are merged into and rendered void by this Contract. The parties may amend this Contract by mutual signed written agreement during the term of this Contract.
- B. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Contract shall become effective as of August 24, 2023.
- D. If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Notices required herein shall be delivered to the parties through any manner agreed to by the parties, including regular or electronic mail or personal service in accordance with the Iowa Rules of Civil Procedure. Said notices, if mailed, may be mailed to the City Administrator at her residence address as reflected in the records maintained by the City. The Mayor of the City shall be designated to receive notice at City Hall on behalf of the City. Notice shall be deemed delivered upon personal service or three (3) days after regular or electronic mail is sent.

- F. Following any notice of termination of this Contract, Employee shall fully cooperate with City in all matters relating to concluding Employee's work for City and the orderly transfer of any such pending work to City.
- G. Employee agrees to maintain legal residency within the City of Muscatine for the balance of the Employee's employment by the City of Muscatine.
- H. With regard to future Contract negotiations, City and Employee agree to consider in good faith the Employee's yearly management evaluations and information regarding compensation of city administrators in peer municipalities in reaching agreement to changes in salary and benefits to be paid to the Employee.

Section 14. Dispute Resolution

City and Employee agree to resolve any dispute, claim or controversy arising out of this Contract or its termination as follows. The parties will attempt in good faith to resolve any dispute, claim or controversy arising out of or relating to this Contract or its termination by mediation. If the matter has not been resolved pursuant to mediation within thirty (30) days of the commencement of such mediation (which period may be extended by mutual agreement), or if either party will not participate in mediation, the controversy shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association by a sole arbitrator selected by the parties who is sufficiently knowledgeable in the areas of dispute resolution necessary to arbitrate the controversy. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award damages in excess of actual damages and shall have no authority to award punitive damages. Each party shall be responsible for its own costs and expenses, except that the parties will equally share the compensation and expenses of the mediator and/or arbitrator. Any such mediation and/or arbitration shall be conducted in Muscatine County, Iowa.

IN WITNESS WHEREOF, the City of Muscatine, Iowa has caused this Contract to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Contract on the _____ of 2023.

**BRAD BARK, MAYOR
CITY OF MUSCATINE
STATE OF IOWA**

ATTEST:

NANCY LUECK ASST. CITY CLERK

**CAROL WEBB
EMPLOYEE**



City of Muscatine

CITY COUNCIL MINUTES

Thursday, August 3, 2023

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for August 3, 2023 to order at 06:00 PM.

2. **INVOCATION-Diana Russell**

3. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich(via Phone), Jeff Osborne, Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Councilmembers Absent: . 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. Eagle Scout Recognition- Sadler Gerdt

Mayor Brad Bark presented Sadler with a certificate of Recognition from the City of Muscatine.

Sherriff Quinn Reese also presented a certificate of recognition to Sadler from the Muscatine Sheriff's department.

B. Swearing in of Firefighters Aaron Meredith, Skylar Duncan, Chad Whitehall, Marissa Janssen

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

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

7. **COMMUNICATIONS - CITIZENS**

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

9. CONSENT AGENDA * (ITEMS 10-14)

Councilmember Nadine Brockert, seconded by Councilmember Jeff Osborne, moved to approve the Consent Agenda including Items 10-14. Ayes - 7 , Nays - 0, Motion Passed.

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

Councilmember Nadine Brockert, seconded by Councilmember Jeff Osborne, moved to approve the Consent Agenda including Items 10-14. Ayes - 7 , Nays - 0, Motion Passed.

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

- 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.
There were no written or oral comments regarding this public hearing.
Councilmember Dennis Froelich, seconded by Councilmember DeWayne Hopkins, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.
- B. Public Hearing on Plans and Specifications for 2nd Avenue Storm Sewer Project
There were no written or oral comments regarding this public hearing.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.

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
Councilmember Dennis Froelich, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- B. Resolution Approving Plans and Specifications for the 2nd Avenue Storm Sewer Project- Public Hearing B
Councilmember Jeff Osborne, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- C. First Reading of an Ordinance Amending Nuisance Regulations Contained Within City Code Title 9, Chapter 3
Councilmember John Jindrich, Seconded by Councilmember Jeff Osborne,

moved to Approve the Motion

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

- D. First Reading of an Ordinance Amending Title 10, Chapter 20, Section 4 of City Code - Home Occupations
Councilmember Nadine Brockert, Seconded by Councilmember Peggy Gordon, moved to Approve the Motion
Vote: Ayes - 7, Nays - 0, Motion Passed.
- E. Resolution Approving the Contract and Bond for the Soccer Complex Irrigation Replacement Project
Councilmember Angie Lewis, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion .
- F. Resolution Setting Public Hearing on Proposed Development Agreement with Kent Pet Group, Inc. for the Construction of a New Production Facility
Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- 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.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- 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
Councilmember Dennis Froelich, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- 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
Councilmember Dennis Froelich, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- 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
Councilmember Peggy Gordon, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

- K. Request to Enter into an Agreement with PetData, in the Amount of \$7000, to provide pet licensing for the City of Muscatine.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.
Councilmember Gordon shared clarification on the \$2 fee for online transaction. This is per transaction, not per year or per animal. Residents may mail in payment or pay over the phone to avoid the \$2 online transaction fee.
Councilmember Osborne stated this is a great solution for our pet licensing process.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- L. Resolution to Amend City Code Appendix B - Pet Licensing Fees
Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- M. Resolution Setting a Public Hearing for August 17, 2023 at 6:00 p.m. to discuss Revisions to the Airport Zoning Ordinance
Councilmember Dennis Froelich, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- 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.
Councilmember DeWayne Hopkins, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- 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.
Councilmember Peggy Gordon, seconded by Councilmember Jeff Osborne moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- P. Request to Authorize 2023/24 City Deer Hunt
Councilmember John Jindrich, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- 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.
Councilmember Peggy Gordon, seconded by Councilmember Dennis Froelich moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- 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

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

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

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

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

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

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

- 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.

Councilmember Peggy Gordon, seconded by Councilmember John Jindrich moved to Approve the Request.

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

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

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

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

18. MAYOR AND COUNCIL REPORTS

Councilmember Lewis - Reminded citizens that School is starting to be aware of children and to support the Muscatine football team.

Councilmember Gordon and Brockert - Shout out to Ryan Buss and the Police Department for organizing National Night Out

Councilmember Jindrich - Shout out to everyone that worked to make RAGBRAI a success.

Councilmember Osborne - Review of upcoming events

Carol - Thanks to MPW for the LED lightbulbs and staff for brightening up the Chamber.

19. ADJOURNMENT

Councilmember Froelich moved the meeting be adjourned at 6:38 PM.

Submitted by: _____

Cinda Hilger, Administrative Secretary

Attest: _____

Carol Webb, City Administrator

Dr. Brad Bark, Mayor



City of Muscatine

CITY COUNCIL MINUTES

Thursday, August 10, 2023

1. **CALL TO ORDER**

Mayor Protem Froelich called the City Council meeting for August 10, 2023 to order at 05:00 PM.

2. **ROLL CALL**

Councilmembers Present: John Jindrich, Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Councilmembers Absent: Nadine Brockert, Jeff Osborne. City Administrator Carol Webb was also present.

3. **PLEDGE OF ALLEGIANCE**

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

A. Overview of Compensation Study Process

Councilmembers were presented with an overview of the Compensation Study Process by Paypoint HR. There were questions from Councilmembers regarding the process, the timeline of the study and when the final results would be presented.

5. **ADJOURNMENT**

Councilmember Gordon moved the meeting be adjourned at 05:39 PM.

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:

Troy Philpott - Stinky's House of Honors
Address: 911 E. 11th St Muscatine, IA 52761
Telephone Number: 563.299.8838
E-mail Address: Stinky1131@gmail.com

2. Type of event that is planned:

Annual Haunt/Food Drive for Muscatine Salvation Army
Tents used for food collection + sorting + fundraising
* Food drive Oct 25-28
* Haunted House Sat. Oct 28th

3. Proposed location:

911 E. 11th St - ~~Sidewalk~~ roadside location for tents
Home for Haunt: Street Closure on 11th St in front
of house for safety of public. 911 E. 11th St
Muscatine on Oct 28th

4. Date(s)/Time(s): October 25-~~28~~ 28th
5. Expected length of use: Wed 25th thru Tues Oct ~~28~~ 28th @ midnight
6. Expected size of group: 1,000 + on Halloween
7. Names of any person or persons in charge of the proposed use at the specified location:

Troy Philpott 299.8838 (563)

Address(es): 911 E. 11th St Muscatine IA 52761
Telephone Number(s): 563.299. ~~299~~ 8838
E-mail Address(es): Stinky1131@gmail.com

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

Brandi McUary
1325 Houser St
Murcatorn, IA

9. List mechanical or electronic equipment to be used:

Stereo system on 31st
lights-LED

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

N/A

11. Number and types of animals to be used:

N/A

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

Stereo for Haunt Sounds on Oct ~~27~~ 28th

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:

Closure of 911 E 11th St in front of House on
October 28th for Haunt. 5pm-midnight.

14. All plans for the provision of security:

people monitor haven't attendees

15. Beer or wine consumption? Yes _____ No X

16. Describe any items to be sold or distributed:

tshirts

17. Is water connection requested: Yes _____ No X

18. Is electricity requested: Yes _____ No X

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

If yes, please attach.

If no, please explain:

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

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


Authorized Representative

8/6/2023
Date

EVENT: _____

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒
YES

☐
NO

Richard Klimes
Parks & Recreation

8-16-23
Date

Comments:

Approval subject to working with PD and public
Works for Street closure.
Certificate of Insurance is required.

☒
YES

☐
NO

Jodi Royal-Goodwin
Community Development

8/14/23
Date

☒
YES

☐
NO

Brian Stineman
Public Works

8/14/23
Date

☒
YES

☐
NO

Anthony Kies
Police Chief

8/16/23
Date

☒
YES

☐
NO

Jerry Ewers
Fire Chief

8/16/23
Date

FINAL APPROVAL:

☒
YES

☐
NO

Carol Webb
City Administrator

08/17/23
Date

Signature: Jodi Royal-Goodwin
Jodi Royal-Goodwin (Aug 14, 2023 16:57 CDT)
Email: jroyal-goodwin@muscatineiowa.gov

Signature: A.R. Kies
A.R. Kies (Aug 16, 2023 08:11 CDT)
Email: akies@muscatineiowa.gov

Signature: Richard Klimes
Richard Klimes (Aug 16, 2023 16:49 CDT)
Email: rklimes@muscatineiowa.gov

Signature: Brian Stineman
Brian Stineman (Aug 14, 2023 17:04 CDT)
Email: bstineman@muscatineiowa.gov

Signature: Jerry Ewers
Jerry Ewers (Aug 16, 2023 08:24 CDT)
Email: jewers@muscatineiowa.gov

Signature: Carol Webb
Carol Webb (Aug 17, 2023 09:06 CDT)
Email: cwebb@muscatineiowa.gov

Muscatine County Board of Supervisors
Monday, July 31, 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.

Discussion was held with the Board regarding Ordinance #07-31-23-01 Assuming Jurisdiction and Control of Certain Pioneer Cemeteries and/or Private Burial Sites located in Muscatine County, Iowa. David Bunker, Muscatine, Iowa, questioned the Board regarding the section which states relatives allowed to visit a pioneer cemetery or private burial site lists a great-grandparent as the oldest link to the deceased, which is outdated given the age of pioneer cemeteries and private burial sites. County Attorney Jim Barry stated the ordinance is written per the language in the Iowa Code and recommended Bunker contract state legislators with his concern.

Mather joined the meeting at 9:03 A.M.

On a motion by Sorensen, second by Chick, the Board approved Ordinance #07-31-23-01 Assuming Jurisdiction and Control of Certain Pioneer Cemeteries and/or Private Burial Sites located in Muscatine County, Iowa on the third and final reading. Roll Call Vote: Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved the following utility permits: United Private Networks LLC, West Des Moines, IA (2 permits) -The first permit is to install one 1.25 software-defined radio (SDR)/13.5 high-density polyethylene (HDHP) conduit with a single 24 and 96 count fiber optic cable, Section 4- T77N-01W; second permit is to install one 1.25 (SDR)/13.5 (HDHP) conduit with a single 24 and 96 count fiber optic cable, Section 1- T77N-01E and Section 36-T78N-01E. The third permit is from Windstream Iowa Communications, LLC, Little Rock, AR – replace existing facilities like for like along 180th Street in rural Nichols, Section 12-T77N-04W. Ayes: All.

On a motion by Sorensen, second by Mather, the Board approved for publication the Muscatine County Treasurer's Semi-Annual Report for January 1, 2023, through June 30, 2023. Ayes: All.

On a motion by Kirchner, second by Sorensen, the minutes of the July 24, 2023 regular meeting were approved as written. Ayes: All.

Correspondence:

No Correspondence was reported.

Committee Reports:

Sorensen attended an event held by U. S. Representative Mariannette Miller-Meeks at the Mulberry Health Clinic, Muscatine, on July 24, 2023.

Sorensen and Sauer attended a Bi-State Regional meeting on July 26, 2023.

Sorensen stated the air emission elevated readings from Canadian wildfires were discussed with recommendations to exclude unusual air

quality event readings, such as when wildfires occur.
Chick attended an Iowa Workforce Development Finance Meeting on July 26, 2023.
Kirchner attended a West Liberty Economic Area Development (WELEAD) meeting on July 27, 2023.

Discussion was held with the Board regarding evaluating the use of a property's Corn Suitability Ratings (CSR) when determining suitable usage of land and possible amendments to the County's Commercial Wind Energy Conversion Systems and Utility-Scale Solar Energy Systems Ordinances. Planning and Zoning Administrator Eric Furnas stated the Muscatine County Comprehensive Plan will be updated in the near future which will require public hearings. The required public hearings will allow landowners and the public to express their concerns and recommendations. Furnas stated the "Guide to Country Living" is also valuable information to help landowners make an educated and informed decision when considering a purchase of rural land. The Board consensus was to keep the CSR determinations at the forefront when holding the public hearing to update the Comprehensive Plan.

County Auditor Tibe Vander Linden stated there will be a special election on September 12 for Louisa-Muscatine Community School District with two Public Measures.

Sheriff Quinn Riess thanked his department for their valuable work during the Muscatine County Fair and the Register's Annual Bicycle Ride Across Iowa (RAGBRAI) which occurred over the past two weeks.

The meeting was adjourned at 10:03 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, August 7, 2023

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

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

On a motion by Sorensen, second by Kirchner, the Board approved claims dated August 7, 2023 in the amount of \$510,758.80.

Planning and Zoning Administrator Eric Furnas reviewed Resolution #08-07-23-01 Approval of waiving the 14-day appeal process for the issuance on the final construction permit for JDSD Farm, LLC confinement site. Furnas stated the draft permit for the construction of a confined animal feeding operation building(s) at 1661 Atwood Avenue in unincorporated Muscatine County is the permit that was reviewed in a public hearing on July 24, 2023. Furnas stated the draft permit has been issued by the Iowa Department of Natural Resources (DNR) with a request to waive its right to appeal the issuance of the final permit within the 14-day limit from the time of receipt of notice of the issuance of the draft permit. Furnas stated the DNR scoring has had no issues, or scoring changes and nothing new has been added to the permit. Furnas stated the waiver request has been made in order to start construction. Mather stated he is in favor of this request at this time but does not recommend this as an automatic waiver for future permits.

On a motion by Mather, second by Sorensen, the Board approved Resolution #08-07-23-01 Approval of waiving the 14-day appeal process for the issuance on the final construction permit for JDSD Farm, LLC confinement site. Roll Call Vote: Ayes: Sorensen, Mather, Sauer, Kirchner. Nay: Chick. Motion passed 4-1.

RESOLUTION #08-07-23-01
APPROVAL OF WAIVER OF MUSCATINE COUNTY'S RIGHT TO APPEAL
ISSUANCE
OF FINAL CONSTRUCTION OF CONFINED ANIMAL FEEDING OPERATION BY
THE IOWA DEPARTMENT OF NATURAL RESOURCES

WHEREAS, The Muscatine County Board of Supervisors has received notice from the Iowa Department of Natural Resources (DNR) that JDSD Farms, LLC has been issued a draft permit for the construction of a confined animal feeding operation building(s) at 1661 Atwood Avenue in unincorporated Muscatine County; and

WHEREAS, The Muscatine Board of Supervisors reviewed the construction permit application and the manure management plan and determined that both appeared to be in compliance with the requirements of the Master Matrix, Iowa Code Section 459 and Iowa DNR rules and recommended approval of said application 07/24/2023.

NOW, THEREFORE, BE IT RESOLVED that the Muscatine County Board of Supervisors hereby:

1. Waives its right to appeal the issuance of the final permit within the fourteen (14) day limit from the time of receipt of notice of the issuance of the draft permit.
2. Encourages the Iowa DNR to issue the final permit immediately upon notification of this waiver.
3. Authorizes the Board Chairman to notify the Iowa DNR of this waiver.

PASSED AND APPROVED this 7th day of August, 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 the minutes of the July 31, 2023, regular meeting. Ayes: All.

Correspondence.

All Supervisors received an email from Iowa DNR Air Quality Bureau regarding a public notice, draft Prevention of Significant Deterioration (PSD) permit, Technical Support Document, regarding the proposed amended PSD permit for the Iowa Fertilizer Company.

Committee & Meeting Reports:

Sorensen, Sauer and Kirchner attended the Farm Bureau steak dinner on August 1, 2023.

Kirchner attended a Housing Council meeting on August 2, 2023.

Mather stated the Chairperson for the Decategorization Board has resigned.

County Attorney Jim Barry reviewed the request to authorize the Chair to sign an agreement with Karpel Solutions case management system. Barry stated the new system will replace ProLaw case management system. Barry stated the Karpel Solutions system has been budgeted for. On a motion by Sorensen, second by Kirchner, the Board authorized the Chair to sign an agreement with Karpel Solutions for the County Attorney software update project. Ayes: All.

On a motion by Sorensen, second by Kirchner the Board approved a revised class specification and grade recommendation for the Muscatine County Community Services Trust Worker – Service Management Specialist position of the current incumbent on the minimum salary step for Grade 12. Ayes: All.

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

County Engineer Bryan Horesowsky updated the Board on secondary roads projects.

The meeting was adjourned at 9:17 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors



City of Muscatine

ITEM NUMBER 2023-0402

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Request to Approve the Issuance of a Purchase Order to Beck Electric Actuators in the Amount of \$12,872.00 for the Purchase of Two Beck Actuators for the Water and Resource Recovery Facility.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order to Beck Electric Actuators in the amount of \$12,872.00 for the purchase of two Beck actuators for the Water and Resource Recovery Facility.

STAFF RECOMMENDATION

Staff recommends approval of issuing this purchase order.

BACKGROUND/DISCUSSION

Four valve actuators have failed over the course of two years in the Digester Building that control the valves for feeding primary and thickened sludge to the digesters. Two were replaced last year to test their effectiveness and durability. They have proven to be superior to the current actuators. The current Auma actuators need to be replaced with actuators that fit better in the space where they are needed. The valves have failed and are not able to be worked on due to limited access where they are placed. Complete removal is necessary for any work or repairs requiring complete system shut-downs. Beck is the only brand that has an actuator that has a lower profile to fit in this space, making them accessible for in-line repair and requiring no shut-downs. They are comparable in price to within \$200.00 of the Auma actuators but work better in this application. There are no other vendors of actuators that have the low profile needed to better fit in this space so no comparable quotes are available. There is money in the equipment replacement budget for this purchase. Currently the valves are being operated manually every day but should be operating hourly by automatic control. This will help in how the digesters are fed and how they operate.

CITY FINANCIAL IMPACT

There are funds in the equipment replacement budget for this purchase.

ATTACHMENTS

1. Beck Actuator Quote.2320810

Quotation Prepared For:

City of Muscatine
Water Reclamation Facility
1202 Musser St
Muscatine, IA 52761
USA

Primary Contact: Jim Fox

Quoted On: 6/13/2023

Expires: 8/12/2023

Salesperson: John P. Mangan
215-968-4600
jpmangan@haroldbeck.com

Summary:
Request for Quote

Thank you for the opportunity to provide this quotation. Orders placed with Harold Beck & Sons Inc. are subject to terms and conditions of sale as shown. Prices quoted do not include sales, use, or municipal taxes unless otherwise specified. All prices quoted are in US Dollars unless otherwise specified. Using the contact information provided above, orders may be placed by e-mail, fax, telephone, or mail. Please note the Beck quotation number on your purchase order.

Beck drives are supported by the best warranty in the industry. Please refer to the enclosed Terms & Conditions for details of our 3 year warranty.

Lead Time (Weeks)*: 8

* This shipment leadtime approximates the shipment date scheduling after receipt of a purchase order. However, please consult the factory if it does not meet your requirements.

Freight Pay Terms: Prepaid & Added

Freight FOB: FOB Newtown, PA

CC:

Payment Terms: Net 30 PCA

Attachments:

Line	PartNum	Description	Quantity	Unit Price	Ext. Price
1	57-109	57-109 ROTARY ACTUATOR With Direct-Couple HDWR for Field Mounting Digester. 6" DeZurik PEC Plug.	1	\$6,436.00	\$6,436.00

Quote Total: \$6,436.00

Configured Model Features & Specifications

Line	Qty	Model	Application Description
1	1	57-109	Digester. 6" DeZurik PEC Plug.

Actuator Features & Specifications

Power Option:	120 VAC
Torque (lb-ft):	120
Stroke Timing (seconds):	9
Travel (degrees):	90
Auxiliary Limit Switches:	2X SPDT
Communications Protocol:	HART communications / Local pushbutton interface
Control Signal:	4-20mA with overrides via Pulsed 120 VAC or contact closure
Feedback Signal:	4-20 mA
Loss of Control Signal Action:	Stay In Place
Loss of Power Action:	Stay in Place
Enclosure Rating:	TYPE 4X, IP66/IP68 (3m / 48 hrs)
Hazardous Location Rating:	Class I, Div 1, Groups B, C & D
Position Sensing Device:	Magnetic Vector Contactless Position Sensor
Control Board:	Digital Control Module (DCM) w/Digital Feedback Display
Environmental Temperature Rating:	-50°C to 85°C (-58°F to 185°F)
Wiring Diagram:	17-0579-03

Integral Features:

- Self-Locking, Self-Releasing Gear Train
- Handwheel (manual operation without power)
- Non-coasting Beck control motor with instant magnetic braking
- Dust-Tight Construction
- Over-Travel Limit Switches
- Cast Mechanical Stops
- Temperature Sensing Technology
- Stall Protection Circuitry
- Lockable Handswitch

Additional Features:

Valve Info: Customer Field Mounting with Beck Supplied Mounting Hardware
6" DeZurik PEC Plug Valve

Valve/Damper Supplier By: Customer

Mounting Type: Direct Couple

Thank you for the opportunity to furnish this quotation. Orders are subject to the following terms and conditions.

Price and Delivery

The prices and estimated delivery on the face of this quotation are valid for the periods stated, provided Buyer's order, release for production, and requested delivery date are all within the dates shown on the face of this quotation. Additional extended price protection is not available unless specifically so stated on the face of the quotation.

Prices are subject to correction for errors, and are in accordance with price control regulations of the U.S. Government.

Changes to Quantities and Specifications

Changes in quantities and specifications requested or approved by Buyer after receipt of the Buyer's order will be invoiced at the price in effect at the time the change is received.

Delivery and Risk of Loss

Shipment shall be FOB Seller's factory, Newtown, Pennsylvania USA. Buyer hereby grants to Seller a security interest in the equipment purchased to secure payment of the purchase price invoiced to Buyer. Risk of loss or damage in transit shall be upon Buyer even if the equipment is shipped FOB place of destination.

Payment and Credit Terms

Unless otherwise specified on the face of this quotation, terms of payment are net cash 30 days from date of invoice, subject to approval and continuation of approval of credit by the Seller. All payments are to be made at par in U.S. currency through a U.S. bank to the address stated in Seller's invoice.

If at any time after any approval of credit the financial conditions of the Buyer shall be determined or believed by the Seller, in its sole judgment, to be or to have become such as not to justify the continuation of the above credit terms by the Seller to the Buyer, terms of payment shall be or become COD or immediate partial or full advance payment, or a combination of the foregoing methods, or as the Seller may then or thereafter from time to time elect and specify.

Remedies upon Default in Payment

In the event of default by Buyer in making payment when due, the Seller, its agents or assigns, is authorized to take possession and remove the equipment from the Buyer's premises, or elsewhere, without demand or other cause or notice of any kind, and all rights for action of trespass or other causes are waived by Buyer, Buyer will pay to Seller reasonable charges for its use of the equipment and reimburse Seller for its expenses or repossession.

Shipping Dates

Shipping dates are approximate and are based upon prompt and timely receipt of all necessary information from the Buyer. Orders which require approval prior to release for production, or which are placed on hold any time after receipt of order, but prior to shipment, will be subject to revised delivery dates. Such delivery dates shall be the estimated delivery dates in effect at the time the release for production or release from hold is received by Seller.

The Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to: (1) causes beyond its reasonable control, (2) acts of God, acts of the Buyer, acts of civil, or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation, (3) inability to obtain necessary labor, materials, components, or manufacturing facilities, or (4) changes in specifications, directions, or design requested by Buyer or agreed to by Buyer. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonable necessary to compensate the delay.

Invoicing

The Seller reserves the right to invoice when orders are ready for shipment and are held past the scheduled delivery date by Buyer's request, or any other reason beyond the Seller's control. Terms of payment for invoices issued under such circumstances will be the same as though the invoice were prepared at the time of shipment. Buyer will be liable for actual costs of storage and transportation resulting from said deferral of delivery.

Maintenance and Installation

Unless otherwise specified on the face of this quotation, installation and maintenance of the equipment is the responsibility of the Buyer.

Three Year Limited Warranty Statement

Harold Beck & Sons, Inc. (Beck) warrants that our equipment shall conform to Beck's standard specifications. Beck warrants said equipment to be free from defects in materials and workmanship. This warranty applies to normal recommended use and service for three years from the date on which the equipment is shipped. Improper installation, misuse, improper maintenance, and normal wear and tear are not covered.

The Buyer must notify Beck of any warranty issues within 37 months of original shipment date and return the goods in question, at Buyer's expense, to Beck for evaluation. If the product fails to conform to the warranty, Beck's sole obligation and the Buyer's exclusive remedy will be: 1) the repair or replacement, without charge, at Beck's factory, of any defective equipment covered by this warranty, or 2) at Beck's option, a full refund of the purchase price. In no event will Beck's liability exceed the contract price for the goods claimed to be defective.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF BECK. In no case shall Beck be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties including customers and injury to property.

Buyer acknowledges its responsibilities under OSHA, related laws and regulations, and other safety laws, regulations, standards, practices or recommendations that are principally directed to the use of equipment in its operating environment. Buyer acknowledges that the conditions under which the equipment will be used, its use or combination with, or proximity to, other equipment, and other circumstances of the operation of such equipment are matters beyond Beck's control. **Buyer hereby agrees to indemnify Beck against all claims, damages, costs or liabilities (including but not limited to, attorney's fees and other legal expenses), whether on account of negligence or otherwise, except those claims based solely upon the negligence of Beck and those claims asserted by Beck's employees which arise out of or result from the operation or use of the equipment by Beck's employees.**

Return of Equipment for Repair

Authority for return of equipment for repair, whether under the warranty clause or otherwise, must be obtained from the Seller in advance. Equipment returned for repair must be carefully packed so as to reach the Seller's factory without damage. Buyer shall pay shipping costs.

Service

Field service to be performed at the Buyer's plant or construction site can be arranged separately from this quotation, unless specifically included on the face thereof. Under such service arrangements, the Seller provides qualified technical personnel to provide field installation services, field repair and modernization services, or technical field assistance.

Dates for such service, and the scope of the service required, must be arranged for in advance. Buyer will be responsible for all travel and living expenses of Seller's personnel, as well as service time on the job, all in accordance with then current rates.

Terms and conditions for service agreements are specified in Beck's Selling Policy L-5526.

Return of Equipment for Credit

Unused equipment which has been invoiced to Buyer within one year may be returned for credit, if consent is first obtained. Such consent will not be unreasonably withheld. Consent for return will not be given with respect to equipment not currently manufactured by Seller at the time of the request. Equipment returned for credit must be carefully packed so as to reach the Seller's factory without damage. Buyer shall pay all shipping costs. Returns will be subject to restocking and handling charges.

Should the equipment or any interest in the equipment supplied under this contract be transferred to another party, all the terms and conditions of this contract shall apply to that other party. It is Buyer's responsibility to take such measures as are necessary to ensure that the terms and conditions of this contract apply to such other party.

Cancellation

Any order placed with the Seller can be canceled by the Buyer subject to payment of reasonable cancellation charges, which will normally include the following: (a) work completed; (b) work-in-progress; (c) raw materials and purchased parts, at cost to Seller plus handling charges; and (d) any other expenses or charges, including engineering and overhead charges incurred by Seller up to date of cancellation.

Buyout Items

Buyout equipment is any device not manufactured by the Seller, but which may be mounted on, shipped with, or shipped separately from the Seller's products. Any increase in price from the Seller's source of buyout items that is received from the time an order is received until it is shipped, will be passed on to the Buyer in the final invoice of the order.

Seller makes no warranty, express or implied, with respect to buyout equipment.

Taxes

The Seller's prices do not include sales, use, excise, or similar taxes, or import duties; however, if the Seller is registered for use/sales tax collection with the state to which equipment shall be delivered, and such taxes are applicable, the Seller's invoice prices shall include the appropriate use/sales tax. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax or import duty applicable to the sale or use of the equipment hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide the Seller with a tax exemption certificate acceptable to the taxing authorities. Buyer will indemnify and hold Seller harmless against any loss, expense, or payment occasioned by collection of any such tax or duty from Seller by any taxing authority.

Contract

The terms on this and the face side of this quotation will become our entire contract. If Buyer's order includes any different or additional terms, our acceptance of Buyer's order and supplements thereto is made conditional on Buyer's consent to the terms and conditions hereof (which may be evidenced by Buyer's acceptance of delivery of the equipment sold hereunder). Seller will not be bound by any different or additional terms and conditions contained in Buyer's order, or in any other document delivered to us by Buyer, unless such terms and conditions are expressly agreed to in writing by the Seller. This contract is to be construed according to the laws of the Commonwealth of Pennsylvania.

BILLS FOR APPROVAL SUMMARY
August 18, 2023

Computer Bill Lists

Regular Bills 8/18/23		\$	1,254,695.58
Grandbridge August	Hershey Manor		18,921.49
Special CK Run 8/4/23			23,055.00
Payroll Vendor Checks 8/4/23			17,077.64
Payroll Vendor ACH Payments 8/4/23			95,153.65
Subtotal		\$	<u>1,408,903.36</u>

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance August	\$	79,000.00
Wellmark Insurance	Health/Dental Insurance August		79,000.00
Payroll Account	Transfer		495,263.02
Treasurer State of Iowa	State Tax Withholding		30,802.43
IPERS	July Contributions		118,042.54
Internal Revenue Service	Federal Withholding		135,471.38
Subtotal		\$	<u>937,579.37</u>

Voucher Program

Various Landlords	Estimated September Rent	\$	160,000.00
		\$	<u>160,000.00</u>

Voids

Void CK 8/4/23	Operating	\$	(145.00)
Void CK 8/4/23	Elderly		(666.20)
Subtotal		\$	<u>(811.20)</u>

Total Expenditures	\$	<u><u>2,505,671.53</u></u>
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Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 08/15/2023 - 12:44PM
 Batch: 00002.08.2023



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

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.07.2023 Life Insurance	07/21/2023	0	3.68	
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00001.07.2023 Life Insurance	07/07/2023	0	-0.40	
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.07.2023 Life Insurance	07/21/2023	0	1.20	
	Vendor Subtotal:				4.48	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00001.07.2023 Optional Life	07/07/2023	0	236.05	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00002.07.2023 Optional Life	07/21/2023	0	250.38	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00001.07.2023 Optional Life	07/07/2023	0	14.33	
	Vendor Subtotal:				500.76	
1000-00-0000-24400	ACCO UNLIMITED CORP	Sight Glass	08/11/2023	0	128.19	
	Vendor Subtotal:				128.19	
1000-00-0000-24400	B & B TECHNOLOGIES INC	Valve	08/09/2023	0	222.49	
	Vendor Subtotal:				222.49	
1000-00-0000-24400	NU-TREND ACCESSIBILITY SYSTEM	Replace Rollers/Overspeed Cable	08/11/2023	0	1,103.64	
	Vendor Subtotal:				1,103.64	
1000-00-0000-24400	PEARL CITY MAINTENANCE LLC	Diagnose Electrical Issue Sand Volleybal	08/11/2023	0	390.00	
	Vendor Subtotal:				390.00	
1000-00-0000-24400	TCM BANK NA VISA	Des Moines Stamp - Door Name Plate	08/15/2023	0	412.00	

1000-00-0000-24400	TCM BANK NA VISA	Sirchie - Biohazard Stickers/Test Kits	08/15/2023	0	158.57
1000-00-0000-24400	TCM BANK NA VISA	Sirchie - Biohazard Stickers/Test Kits	08/15/2023	0	232.70
		Vendor Subtotal:			803.27
1000-01-1111-64200	TCM BANK NA VISA	Iowa League of Cities - Registration Osbr	08/15/2023	0	690.00
		Vendor Subtotal:			690.00
1000-01-1121-61210	MUSCATINE COUNTY ATTORNEY	Serving Papers	08/15/2023	0	39.00
		Vendor Subtotal:			39.00
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	May Legal - Nuisance	06/30/2023	0	273.00
		Vendor Subtotal:			273.00
1000-01-1131-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	53.76
		Vendor Subtotal:			53.76
1000-01-1131-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	66.23
		Vendor Subtotal:			66.23
1000-01-1131-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	435.00
		Vendor Subtotal:			435.00
1000-01-1131-52300	PHELPS CUSTOM IMAGE WEAR	Anniversary Shirts - C Hilger	08/09/2023	0	35.96
		Vendor Subtotal:			35.96
1000-01-1131-61340	TCM BANK NA VISA	Adobe - Adobe ID	08/15/2023	0	54.99
		Vendor Subtotal:			54.99
1000-01-1131-64120	CAROL WEBB	Reimb Meals (2) 7/17 - 7/18	08/09/2023	0	65.53

			Vendor Subtotal:		65.53
1000-01-1131-64120	TCM BANK NA VISA	Comfort Inn - Lodging Webb/Hilger	08/15/2023	0	109.76
			Vendor Subtotal:		109.76
1000-01-1131-64200	TCM BANK NA VISA	Iowa League of Cities - Registration Web	08/15/2023	0	230.00
			Vendor Subtotal:		230.00
1000-01-1131-64400	BI-STATE REGIONAL COMMISSION	Meal - Managers/Admin Meeting	08/15/2023	0	17.88
			Vendor Subtotal:		17.88
1000-01-1131-74260	TCM BANK NA VISA	Zoom - Annual Fee	08/15/2023	0	160.39
1000-01-1131-74260	TCM BANK NA VISA	Zoom - Annual Fee Refund Tax	08/15/2023	0	-10.49
			Vendor Subtotal:		149.90
1000-01-1132-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	18.44
			Vendor Subtotal:		18.44
1000-01-1132-46600	RELIANCE STANDARD LIFE INS CO	TD Insurance August 2023	08/01/2023	0	22.61
			Vendor Subtotal:		22.61
1000-01-1132-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	181.25
			Vendor Subtotal:		181.25
1000-01-1132-61630	PAYPOINT HR LLC	Compensation Study	08/15/2023	0	7,500.00
			Vendor Subtotal:		7,500.00
1000-01-1132-62530	CROSSROADS INC.	Shredding	08/09/2023	0	22.00

			Vendor Subtotal:		22.00
1000-01-1132-64400	STEPHANIE ROMAGNOLI	Reimb Leadership Training Food	08/11/2023	0	14.68
1000-01-1132-64400	STEPHANIE ROMAGNOLI	Reimb Food for Leadership Training	08/09/2023	0	33.75
			Vendor Subtotal:		48.43
1000-01-1132-65100	TCM BANK NA VISA	The Veteran Jouranl - Job Advertising	08/15/2023	0	895.50
			Vendor Subtotal:		895.50
1000-01-1144-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	5.31
			Vendor Subtotal:		5.31
1000-01-1144-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	6.12
			Vendor Subtotal:		6.12
1000-01-1144-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	36.25
			Vendor Subtotal:		36.25
1000-01-1144-52840	FAMILY EYE & CONTACT LENS CN	Reimb Glasses - J Kruse	08/11/2023	0	125.00
			Vendor Subtotal:		125.00
1000-01-1144-52840	MICHAEL HARTMAN	Reimb Glasses - Hartman	08/15/2023	0	75.00
			Vendor Subtotal:		75.00
1000-01-1144-61550	GENESIS HEALTH SYSTEM-OCC HL	MRO Services - D Cardoza	08/15/2023	0	32.00
			Vendor Subtotal:		32.00
1000-01-1144-61550	TSS INCORPORATED	Random - J Allen	08/11/2023	0	137.50
1000-01-1144-61550	TSS INCORPORATED	Random - D Brand	08/11/2023	0	87.50

		Vendor Subtotal:		225.00
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Drug Screen - R Buss	08/15/2023	0 70.00
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Drug Screen - M Griffin	08/15/2023	0 70.00
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Post Accident - D Cardoza	08/15/2023	0 70.00
		Vendor Subtotal:		210.00
1000-05-1141-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0 31.38
		Vendor Subtotal:		31.38
1000-05-1141-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0 39.65
		Vendor Subtotal:		39.65
1000-05-1141-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0 282.75
		Vendor Subtotal:		282.75
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes/Bills 7/20/23	08/09/2023	0 500.70
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Set Hearing Development Agreement Ke	08/15/2023	0 48.69
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Public Notice City Code Title Change	08/15/2023	0 30.54
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	City Code Title 11 Change	08/15/2023	0 29.37
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Public Hearing Surplus Property	08/15/2023	0 39.32
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Public Notice Zoning Ordinance	08/15/2023	0 38.74
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes/Bills 8/3/23	08/15/2023	0 381.25
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes/Bills 7/13/23	08/09/2023	0 121.29
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Zoning Board of Adjustment	08/09/2023	0 51.03
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Notice - Musco Development	08/09/2023	0 48.10
		Vendor Subtotal:		1,289.03
1000-05-1143-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0 34.26
		Vendor Subtotal:		34.26
1000-05-1143-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0 48.77

			Vendor Subtotal:		48.77
1000-05-1143-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	435.00
			Vendor Subtotal:		435.00
1000-05-1143-51300	SYCAMORE PRINTING INC	Blank Stock - Ice Blue Fiber Cover	08/15/2023	0	36.00
			Vendor Subtotal:		36.00
1000-05-1146-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	28.01
			Vendor Subtotal:		28.01
1000-05-1146-46600	RELIANCE STANDARD LIFE INS CO	LT Insurance August 2023	08/01/2023	0	36.49
			Vendor Subtotal:		36.49
1000-05-1146-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	290.00
			Vendor Subtotal:		290.00
1000-05-1146-52890	AMAZON.COM	Display Port Cable	08/09/2023	0	24.70
1000-05-1146-52890	AMAZON.COM	USB Hub/Ethernet Cable	08/09/2023	0	62.47
			Vendor Subtotal:		87.17
1000-05-1146-61340	NEWMIND GROUP INC	Google Workspace	08/15/2023	0	852.30
			Vendor Subtotal:		852.30
1000-05-1146-61340	WINSOR CONSULTING	Connectwise	08/15/2023	0	693.00
			Vendor Subtotal:		693.00
1000-05-1146-61340	TCM BANK NA VISA	Jamf - Software	08/15/2023	0	10.00

		Vendor Subtotal:			10.00
1000-05-1146-65240	MUSCATINE POWER & WATER	July Internet - Weed Park	08/11/2023	0	83.18
1000-05-1146-65240	MUSCATINE POWER & WATER	July Internet - Greenwood	08/11/2023	0	83.18
		Vendor Subtotal:			166.36
1000-10-1221-32510	PAUL D BRYAN	Refund Permit Fee 418 Grandview	08/15/2023	0	841.00
		Vendor Subtotal:			841.00
1000-10-1221-32530	JEFF HACKETT ELECTRIC INC	Refund Permit	08/11/2023	0	25.00
		Vendor Subtotal:			25.00
1000-10-1221-32550	RIVO INC	Refund Permit	08/11/2023	0	20.00
		Vendor Subtotal:			20.00
1000-10-1221-32580	RIVO INC	Refund Permit	08/11/2023	0	20.00
		Vendor Subtotal:			20.00
1000-10-1221-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	86.16
		Vendor Subtotal:			86.16
1000-10-1221-46600	RELIANCE STANDARD LIFE INS CO	TD Insurance August 2023	08/01/2023	0	120.41
		Vendor Subtotal:			120.41
1000-10-1221-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	1,286.15
		Vendor Subtotal:			1,286.15
1000-10-1221-52300	NICK MORGAN	Reimb Shoes - N Morgan	08/11/2023	0	75.00

		Vendor Subtotal:			75.00
1000-10-1221-52885	MUSKIE JUMP INFLATABLES	Dunk Tank Rental	08/15/2023	0	125.00
		Vendor Subtotal:			125.00
1000-10-1221-52885	MINDER DJ SERVICES	DJ Service Muscatine National Night Out	08/15/2023	0	250.00
		Vendor Subtotal:			250.00
1000-10-1221-52890	SYCAMORE PRINTING INC	Foam Board	08/15/2023	0	12.00
		Vendor Subtotal:			12.00
1000-10-1221-52890	ENVIRONMENTAL SERVICES, LLC	Temp Sanitation - National Night Out	08/15/2023	0	440.00
		Vendor Subtotal:			440.00
1000-10-1221-52890	TCM BANK NA VISA	WIX.com - Heart & Soul Domain	08/15/2023	0	27.90
1000-10-1221-52890	TCM BANK NA VISA	WIX.com - Annual Fee Web Hosting	08/15/2023	0	348.00
		Vendor Subtotal:			375.90
1000-10-1221-61340	POINT & PAY	June CC Service Fee	06/30/2023	0	15.00
		Vendor Subtotal:			15.00
1000-10-1221-61340	TCM BANK NA VISA	Adobe - Monthly Subscription	08/15/2023	0	19.99
1000-10-1221-61340	TCM BANK NA VISA	Adobe - Monthly Subscription Tax Charge	08/15/2023	0	1.20
		Vendor Subtotal:			21.19
1000-10-1221-62310	XEROX CORPORATION	July Copier	08/11/2023	0	27.58
1000-10-1221-62310	XEROX CORPORATION	July Copies	08/11/2023	0	43.19
		Vendor Subtotal:			70.77

1000-10-1221-62370	LUPTON & TOYNE PRINTERS	Envelopes	08/11/2023	0	40.00
1000-10-1221-62370	LUPTON & TOYNE PRINTERS	Envelopes	08/11/2023	0	47.00
Vendor Subtotal:					87.00
1000-10-1221-62470	FREERS & SONS TREE SERVICE	1503 Stewart Rd/1708 Miles Ave - Remo	08/11/2023	0	300.00 00024944
Vendor Subtotal:					300.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 514 Pine St		08/11/2023	0	276.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1331 E 2nd St		08/11/2023	0	88.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 709 Grandveiw Av		08/11/2023	0	523.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 315 Bond St		08/11/2023	0	92.45
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 2003 Breese Ave		08/11/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1815 Schley Ave		08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 5111 W 59th Ave		08/11/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1114 Nebraska		08/11/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - Parcel 083432801'		08/11/2023	0	127.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1216 E 2nd St		08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1632 Beach Cir		08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1503 Lucas St		08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 2203 Lucas St		08/11/2023	0	62.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 615 Mulberry Ave		08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 713 Mulberry Ave		08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 112 Roscoe Ave		08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 606 Chestnut St		08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 101 E 8th St		08/11/2023	0	335.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 716 Roscoe Ave		08/11/2023	0	55.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - Parcel 082527602'		08/11/2023	0	127.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 113 Brook St		08/11/2023	0	465.79
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 2003 Breese Ave		08/11/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1815 Schley Ave		08/11/2023	0	45.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1114 Nebraska St		08/11/2023	0	45.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1216 E 2nd St		08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 606 Chestnut St		08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 1503 Lucas St		08/11/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 2203 Lucas St		08/11/2023	0	69.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 615 Mulberry Ave		08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 713 Mulberry Ave		08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 112 Roscoe		08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 808 E 9th St		08/11/2023	0	41.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN Nuisance Abatement - 114 Roscoe Ave		08/11/2023	0	55.70

1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 914 E 8th St	08/11/2023	0	188.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 514 Woodlawn Av	08/11/2023	0	91.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1611 Clifford St	08/11/2023	0	176.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 401 W 7th St	08/11/2023	0	189.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 610 Iowa Ave	08/11/2023	0	44.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 611 Iowa Ave	08/11/2023	0	44.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - Bandag Drive	08/11/2023	0	206.95
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 613 W 4th St	08/11/2023	0	55.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 914 E 8th St	08/11/2023	0	143.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2003 Breese Ave	08/11/2023	0	89.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1815 Schley Ave	08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 5111 W 59th Ave	08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1114 Nebraska St	08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - Parcel 088432801'	08/11/2023	0	127.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1216 E 2nd St	08/11/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 606 Chestnut St	08/11/2023	0	58.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1503 Lucas St	08/11/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2203 Lucas St	08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 112 Roscoe Ave	08/11/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1516 Grand Ave	08/11/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 110 Sheridan St	08/11/2023	0	220.50
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1313 Oak St	08/11/2023	0	58.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 507 Main St	08/11/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 328 Green St	08/11/2023	0	44.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 515 Main St	08/11/2023	0	132.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 415 Parham St	08/11/2023	0	249.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1119 Sycamore St	08/11/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 319 Liberty St	08/11/2023	0	129.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 921 W 3rd St	08/11/2023	0	117.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 608 W 7th St	08/11/2023	0	117.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1516 Grand Ave	08/11/2023	0	158.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 922 Colver St	08/11/2023	0	88.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 913 Colver St	08/11/2023	0	202.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 213 W 3rd St	08/11/2023	0	88.20
Vendor Subtotal:					6,668.39
1000-10-1221-62470	SULZCO	New Water Service @ 507 Spring	08/11/2023	0	6,474.00
Vendor Subtotal:					6,474.00
1000-10-1221-65275	VERIZON WIRELESS	July Cell Phones	08/11/2023	0	232.52

		Vendor Subtotal:			232.52
1000-10-1221-65275	TCM BANK NA VISA	Google - Google Voice	08/15/2023	0	59.54
		Vendor Subtotal:			59.54
1000-10-1221-69800	POINT & PAY	June CC Fees	06/30/2023	0	642.09
		Vendor Subtotal:			642.09
1000-15-1311-33430	GATSO USA INC.	ATE Fees - June	06/30/2023	0	4,212.00
1000-15-1311-33430	GATSO USA INC.	ATE Fees July	08/15/2023	0	15,174.00
		Vendor Subtotal:			19,386.00
1000-15-1311-33435	TCM BANK NA VISA	USPS - ATE Postage	08/15/2023	0	56.61
1000-15-1311-33435	TCM BANK NA VISA	USPS - ATE Postage	08/15/2023	0	57.55
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	08/15/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	GLOCK - Registration Elliott	08/15/2023	0	250.00
1000-15-1311-33435	TCM BANK NA VISA	USPS - ATE Postage	08/15/2023	0	17.75
1000-15-1311-33435	TCM BANK NA VISA	USPS - ATE Postage	08/15/2023	0	17.75
		Vendor Subtotal:			1,539.66
1000-15-1311-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	280.67
		Vendor Subtotal:			280.67

1000-15-1311-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023		08/01/2023	0	11.60
1000-15-1311-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023		08/01/2023	0	237.12
	Vendor Subtotal:				248.72
1000-15-1311-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	1,740.00
1000-15-1311-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	290.00
	Vendor Subtotal:				2,030.00
1000-15-1311-52720	TCM BANK NA VISA	Shell Oil - Fuel	08/15/2023	0	69.43
1000-15-1311-52720	TCM BANK NA VISA	Stub Gas & Oil - Fuel	08/15/2023	0	75.04
	Vendor Subtotal:				144.47
1000-15-1311-61520	UNITY HEALTHCARE	Pre-Employ Physical J Orbaker DOS 5/11	06/30/2023	0	1,416.68
	Vendor Subtotal:				1,416.68
1000-15-1311-62530	STERICYCLE INC	Shredding	08/09/2023	0	35.54
	Vendor Subtotal:				35.54
1000-15-1311-64200	TCM BANK NA VISA	Axon - Registration O'Connor	08/15/2023	0	495.00
1000-15-1311-64200	TCM BANK NA VISA	GLOCK - Refund	08/15/2023	0	-250.00
	Vendor Subtotal:				245.00
1000-15-1311-64700	DAVID HARRIS	Leadership Training - C Patel	08/11/2023	0	500.00
	Vendor Subtotal:				500.00
1000-15-1311-69200	TCM BANK NA VISA	USPS - ATE Postage	08/15/2023	0	17.75
	Vendor Subtotal:				17.75
1000-15-1312-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	3.13

			Vendor Subtotal:		3.13
1000-15-1312-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023	08/01/2023	0	13.78	
			Vendor Subtotal:		13.78
1000-15-1312-46700	MISSION SQUARE BW Union Annual RHS Payment	08/15/2023	0	145.00	
			Vendor Subtotal:		145.00
1000-20-1321-46200	RELIANCE STANDARD LIFE INS COAugust 2023 Life Insurance	08/01/2023	0	392.28	
			Vendor Subtotal:		392.28
1000-20-1321-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	164.46	
			Vendor Subtotal:		164.46
1000-20-1321-46700	MISSION SQUARE Non Union Annual RHS Payment	08/15/2023	0	1,305.00	
1000-20-1321-46700	MISSION SQUARE Fire Annual RHS Payment	08/15/2023	0	5,220.00	
			Vendor Subtotal:		6,525.00
1000-20-1321-52300	BERLINS PRO SHOP Gray T-Shirts Size Large - Capt. McSorle	08/15/2023	0	41.10	00024926
1000-20-1321-52300	BERLINS PRO SHOP Gray T-Shirts Size Large - Rymars	08/15/2023	0	13.70	
			Vendor Subtotal:		54.80
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT Bunker Gear Repairs	08/09/2023	0	320.06	
			Vendor Subtotal:		320.06
1000-20-1321-52300	PHELPS CUSTOM IMAGE WEAR Replacement Shirt for Ronzheimer	06/30/2023	0	30.50	
			Vendor Subtotal:		30.50
1000-20-1321-52300	AMAZON.COM Uniform Pins	08/15/2023	0	99.80	

1000-20-1321-52300	AMAZON.COM	Uniform Collar Pins	08/09/2023	0	71.85
1000-20-1321-52300	AMAZON.COM	Uniform Pens/Mourning Bands	08/09/2023	0	66.88
Vendor Subtotal:					238.53
1000-20-1321-52300	DINGES FIRE COMPANY	Lion PPE Rental - Turnout Pants - 4 weel	08/15/2023	0	142.60 00025121
Vendor Subtotal:					142.60
1000-20-1321-52300	TCM BANK NA VISA	DesignABadge #B538 - B/C Joe Timmse	08/15/2023	0	204.35 00024860
Vendor Subtotal:					204.35
1000-20-1321-52300	4TH STREET CLOTHING CO	Shirt Embroidery - S Oien	08/09/2023	0	40.00
Vendor Subtotal:					40.00
1000-20-1321-52600	TCM BANK NA VISA	Kum & Go - Ice for Recovery	08/15/2023	0	37.14
Vendor Subtotal:					37.14
1000-20-1321-52740	RAINBO OIL CO-JET BULK OIL	Synthetic Blend 5w20 Drum	08/11/2023	0	542.85 00025003
Vendor Subtotal:					542.85
1000-20-1321-52890	ARNOLD MOTOR SUPPLY	Vehicle Wash for PSB and Station 2	08/09/2023	0	375.98 00024840
Vendor Subtotal:					375.98
1000-20-1321-52890	KELLOR & KELLOR LANDSCAPE IN	Straw Bales-Recruit Academy	08/09/2023	0	180.00 00025018
Vendor Subtotal:					180.00
1000-20-1321-52890	MENARDS (MUSC)	Spout/Gas Can	08/15/2023	0	21.98
1000-20-1321-52890	MENARDS (MUSC)	Masking Bulk/Coffee Cleaner/Tray Liner	08/09/2023	0	20.29
1000-20-1321-52890	MENARDS (MUSC)	Nozzle/Hose/Rope Hook	08/09/2023	0	78.84
1000-20-1321-52890	MENARDS (MUSC)	Tarp/Fuel Premix	08/09/2023	0	38.34
1000-20-1321-52890	MENARDS (MUSC)	Coffee Filter/Floor Squeegee	08/15/2023	0	85.43

			Vendor Subtotal:		244.88
1000-20-1321-52890	AMAZON.COM	Hot Glue Sticks	08/15/2023	0	7.83
			Vendor Subtotal:		7.83
1000-20-1321-52890	TCM BANK NA VISA	JoAnn's - Supplies	08/15/2023	0	7.51
			Vendor Subtotal:		7.51
1000-20-1321-53150	MENARDS (MUSC)	1/2 inch OSB- Recruit Academy	08/09/2023	0	1,152.40 00025019
1000-20-1321-53150	MENARDS (MUSC)	1/2 inch OSB- Recruit Academy	08/09/2023	0	4.90
			Vendor Subtotal:		1,157.30
1000-20-1321-61520	GENESIS HEALTH SYSTEM-OCC HL	Pre Employment Physcial C Dewey	08/09/2023	0	355.00
1000-20-1321-61520	GENESIS HEALTH SYSTEM-OCC HL	Pre Employment Physcial C Dewey	08/09/2023	0	1,220.00
			Vendor Subtotal:		1,575.00
1000-20-1321-61520	EQUIAN LLC	Medical Fee D Bartels DOS 4/19/23	06/30/2023	0	278.34
			Vendor Subtotal:		278.34
1000-20-1321-61520	UNITYPOINT HEALTH	Medical S Martin DOS 1/30/23	06/30/2023	0	75.00
			Vendor Subtotal:		75.00
1000-20-1321-61520	TMESYS LLC	Prescription - J Barnhart	08/15/2023	0	111.53
1000-20-1321-61520	TMESYS LLC	Prescription - T Eagle	08/15/2023	0	250.06
			Vendor Subtotal:		361.59
1000-20-1321-61520	UNITY HEALTHCARE	Pre-Employment C Hendrix DOS 7/13/23	08/15/2023	0	1,416.68
1000-20-1321-61520	UNITY HEALTHCARE	Pre-Employment - B Lawson	08/11/2023	0	1,416.68
1000-20-1321-61520	UNITY HEALTHCARE	Pre-Employment - C Hendrix	08/11/2023	0	1,416.68
1000-20-1321-61520	UNITY HEALTHCARE	Medical D Bartels DOS 4/19/23	06/30/2023	0	1,907.14

Vendor Subtotal:					6,157.18
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Pre-Employ D Hotz	08/15/2023	0	54.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Pre-Employ D Hotz	08/15/2023	0	91.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Pre-Employ S Martin	08/15/2023	0	53.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Pre-Employment D Hotz	08/15/2023	0	310.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Pre-Employment J Peters	08/15/2023	0	310.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Pre-Employment E Joslyn	08/15/2023	0	310.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Physical - T Anthony	08/15/2023	0	310.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Physical - S Martin	08/15/2023	0	310.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Physical - S Ripperger	08/15/2023	0	310.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Physical - G Ewers	08/15/2023	0	310.00
Vendor Subtotal:					2,368.00
1000-20-1321-61560	TMESYS LLC	Prescriptions - J Barnhart	08/09/2023	0	938.03
1000-20-1321-61560	TMESYS LLC	Prescriptions - J Barnhart	08/09/2023	0	49.89
1000-20-1321-61560	TMESYS LLC	Prescriptions - M Collins	08/11/2023	0	338.29
1000-20-1321-61560	TMESYS LLC	Prescriptions - J Barnhart	08/11/2023	0	34.99
Vendor Subtotal:					1,361.20
1000-20-1321-61560	WORKERS COMPENSATION RX SOI	Prescriptions - J Shryock DOS 7/21/23	08/15/2023	0	69.23
1000-20-1321-61560	WORKERS COMPENSATION RX SOI	Prescriptions - J Shryock DOS 7/31/23	08/15/2023	0	1,013.17
Vendor Subtotal:					1,082.40
1000-20-1321-61630	TCM BANK NA VISA	Domino's Pizza - Interview Panel Meal	08/15/2023	0	39.10
1000-20-1321-61630	TCM BANK NA VISA	Missipi Brew - Dinner (2)	08/15/2023	0	31.71
Vendor Subtotal:					70.81
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	08/09/2023	0	28.97
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	08/15/2023	0	28.97
Vendor Subtotal:					57.94
1000-20-1321-62370	LUPTON & TOYNE PRINTERS	Business Cards McSorley/Timmsen	08/09/2023	0	60.00

			Vendor Subtotal:		60.00
1000-20-1321-62370	SIGN PRO	Name for Wall	08/09/2023	0	22.40
			Vendor Subtotal:		22.40
1000-20-1321-64400	TCM BANK NA VISA	NFA Meal Ticket - C. Chelf	08/15/2023	0	347.84 00024909
			Vendor Subtotal:		347.84
1000-20-1321-64700	DAVID HARRIS	Leadership Training - Gingerich/A Summr	08/11/2023	0	1,249.97
1000-20-1321-64700	DAVID HARRIS	Leadership Training - Downing	08/11/2023	0	500.00
			Vendor Subtotal:		1,749.97
1000-20-1321-65240	LUCAS COMMUNICATION INC	Programmed ICD Group	06/30/2023	0	40.00
			Vendor Subtotal:		40.00
1000-20-1321-67130	SUPREME RADIO COMMUNICATIO	Install Radios	06/30/2023	0	1,456.32
			Vendor Subtotal:		1,456.32
1000-20-1321-67320	STRYKER SALES CORPORATION	Annual Contract Final Payment	08/09/2023	0	3,060.00
			Vendor Subtotal:		3,060.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 for C Pauls	08/09/2023	0	50.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	DOP for C Chelf	08/09/2023	0	50.00
			Vendor Subtotal:		100.00
1000-20-1321-69400	TCM BANK NA VISA	ICC Annual Membership Fees - M. Hartr	08/15/2023	0	145.00 00024805
1000-20-1321-69400	TCM BANK NA VISA	Fire Service Training Bureau - Cert Fees	08/15/2023	0	100.00
			Vendor Subtotal:		245.00

1000-25-1115-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	3.56
		Vendor Subtotal:			3.56
1000-25-1115-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	6.14
		Vendor Subtotal:			6.14
1000-25-1115-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	72.50
		Vendor Subtotal:			72.50
1000-25-1115-61550	ARMOR UP AMERICA	August EAP	08/09/2023	0	318.50
		Vendor Subtotal:			318.50
1000-25-1411-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	3.13
		Vendor Subtotal:			3.13
1000-25-1411-46600	RELIANCE STANDARD LIFE INS COLTD BW	Insurance August 2023	08/01/2023	0	16.38
		Vendor Subtotal:			16.38
1000-25-1411-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	145.00
		Vendor Subtotal:			145.00
1000-25-1411-52400	MENARDS (MUSC)	Shoe Handle Brush/Brake Cleaner	08/11/2023	0	39.81
		Vendor Subtotal:			39.81
1000-25-1411-52750	PHILLIPS BROS RENTALS INC	Lubricant	08/09/2023	0	31.98
		Vendor Subtotal:			31.98
1000-25-1411-52830	MENARDS (MUSC)	Floor Fan	08/11/2023	0	59.99

			Vendor Subtotal:		59.99
1000-25-1411-52840	S.J. SMITH CO.	Side Shield	08/09/2023	0	15.88
			Vendor Subtotal:		15.88
1000-25-1411-52890	MENARDS (MUSC)	File Set/Sharpie	08/09/2023	0	33.32
			Vendor Subtotal:		33.32
1000-25-1411-52890	QC POWER EQUIPMENT INC	Echo String Trimmer Line	08/11/2023	0	622.00 00024792
			Vendor Subtotal:		622.00
1000-25-1411-53220	MENARDS (MUSC)	Tap/Tire Seal	08/11/2023	0	24.97
			Vendor Subtotal:		24.97
1000-25-1411-53220	PHILLIPS BROS RENTALS INC	Cooling Plate	08/11/2023	0	4.06
1000-25-1411-53220	PHILLIPS BROS RENTALS INC	Fittings	08/11/2023	0	6.59
			Vendor Subtotal:		10.65
1000-25-1411-53220	SMITH SALES & SERVICE	Line	08/09/2023	0	56.00
			Vendor Subtotal:		56.00
1000-25-1411-61660	IOWA MEMORIAL GRANITE COMP	July Admin Fee	08/09/2023	0	610.00
			Vendor Subtotal:		610.00
1000-25-1411-62120	FREERS & SONS TREE SERVICE	Emergency Tree Removal at Greenwood	08/11/2023	0	200.00 00025055
			Vendor Subtotal:		200.00
1000-25-1411-62130	FREERS & SONS TREE SERVICE	Remove Storm Damaged Branches	08/11/2023	0	200.00 00025067

			Vendor Subtotal:		200.00
1000-25-1411-65210	MUSCATINE POWER & WATER	July Phones - Greenwood	08/11/2023	0	30.69
1000-25-1411-65210	MUSCATINE POWER & WATER	July Phones - Greenwood	08/11/2023	0	33.74
			Vendor Subtotal:		64.43
1000-25-1411-67150	PHILLIPS BROS RENTALS INC	Carb	08/11/2023	0	49.09
1000-25-1411-67150	PHILLIPS BROS RENTALS INC	Carb	08/11/2023	0	39.49
			Vendor Subtotal:		88.58
1000-25-1411-67320	CENTRAL PETROLEUM EQUIP CO	Repair Fuel Gauge	08/11/2023	0	141.00 00025117
			Vendor Subtotal:		141.00
1000-25-1421-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	27.69
			Vendor Subtotal:		27.69
1000-25-1421-46600	RELIANCE STANDARD LIFE INS CO	LT Insurance August 2023	08/01/2023	0	33.93
			Vendor Subtotal:		33.93
1000-25-1421-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	217.50
			Vendor Subtotal:		217.50
1000-25-1423-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	26.47
			Vendor Subtotal:		26.47
1000-25-1423-46600	RELIANCE STANDARD LIFE INS CO	LT BW Insurance August 2023	08/01/2023	0	74.02
1000-25-1423-46600	RELIANCE STANDARD LIFE INS CO	LT Insurance August 2023	08/01/2023	0	14.23
			Vendor Subtotal:		88.25

1000-25-1423-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
1000-25-1423-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	616.25
		Vendor Subtotal:			761.25
1000-25-1423-51100	GRAINGER DEPT 802675066	Hole Reinforcement	08/11/2023	0	4.01
		Vendor Subtotal:			4.01
1000-25-1423-51100	LUPTON & TOYNE PRINTERS	Business Cards - Baker	08/11/2023	0	30.00
		Vendor Subtotal:			30.00
1000-25-1423-51300	SOURCE NOW LLC	W2112A HP #206A Yellow Toner Cartri	08/09/2023	0	75.80 00025021
1000-25-1423-51300	SOURCE NOW LLC	W2110A HP #206A Black Toner Cartrid	08/09/2023	0	64.79 00025021
1000-25-1423-51300	SOURCE NOW LLC	W2113A HP #206A Magenta Toner Cart	08/09/2023	0	75.80 00025021
1000-25-1423-51300	SOURCE NOW LLC	W2111A HP #206A Cyan Toner Cartridg	08/09/2023	0	75.80 00025021
		Vendor Subtotal:			292.19
1000-25-1423-52100	MENARDS (MUSC)	Ant Dust	08/11/2023	0	6.99
1000-25-1423-52100	MENARDS (MUSC)	U Posts	08/09/2023	0	19.95
		Vendor Subtotal:			26.94
1000-25-1423-52250	ACCO UNLIMITED CORP	Gallons of Acid	08/11/2023	0	541.20 00024874
1000-25-1423-52250	ACCO UNLIMITED CORP	Gallons of Acid	08/11/2023	0	26.10
1000-25-1423-52250	ACCO UNLIMITED CORP	Chlorine	08/11/2023	0	41.20
		Vendor Subtotal:			608.50
1000-25-1423-52250	D & K PRODUCTS	Gallons Chaser 2 Amine	08/09/2023	0	2,000.00 00024799
		Vendor Subtotal:			2,000.00
1000-25-1423-52300	TCM BANK NA VISA	Farm & Fleet - Clothing	08/15/2023	0	59.99
		Vendor Subtotal:			59.99

1000-25-1423-52740	MENARDS (MUSC)	Oil	08/15/2023	0	23.88
1000-25-1423-52740	MENARDS (MUSC)	Oil	08/09/2023	0	23.88
Vendor Subtotal:					47.76
1000-25-1423-52830	MENARDS (MUSC)	Chainsaw Flat File	08/09/2023	0	40.95
1000-25-1423-52830	MENARDS (MUSC)	Flashlight	08/09/2023	0	20.98
Vendor Subtotal:					61.93
1000-25-1423-52830	PHILLIPS BROS RENTALS INC	FS 91 R Stihl Trimmer	08/11/2023	0	322.20 00025104
Vendor Subtotal:					322.20
1000-25-1423-52830	TCM BANK NA VISA	Dewalt Batteries	08/15/2023	0	140.00 00024848
1000-25-1423-52830	TCM BANK NA VISA	Dewalt Batteries	08/15/2023	0	9.00
1000-25-1423-52830	TCM BANK NA VISA	Harbor Freight - Tools	08/15/2023	0	68.04
Vendor Subtotal:					217.04
1000-25-1423-52830	CR LANDSCAPING	EZ Grabbers	08/11/2023	0	78.38
1000-25-1423-52830	CR LANDSCAPING	EZ Grabbers	08/11/2023	0	77.98
Vendor Subtotal:					156.36
1000-25-1423-52840	MENARDS (MUSC)	Gloves/Safety Vests	08/09/2023	0	71.93
Vendor Subtotal:					71.93
1000-25-1423-52890	ARNOLD MOTOR SUPPLY	Threadlocker	08/09/2023	0	14.69
Vendor Subtotal:					14.69
1000-25-1423-52890	FASTENAL COMPANY	Hardware	08/11/2023	0	79.78
Vendor Subtotal:					79.78
1000-25-1423-52890	MENARDS (MUSC)	Spring Snaps/GFCI Tester/Belt Hook	08/11/2023	0	83.28
1000-25-1423-52890	MENARDS (MUSC)	Cable Clamps	08/09/2023	0	22.80

1000-25-1423-52890	MENARDS (MUSC)	Pail/Fine Marker/Kitchen Brush	08/09/2023	0	30.88
1000-25-1423-52890	MENARDS (MUSC)	Pan	08/11/2023	0	13.98
Vendor Subtotal:					150.94
1000-25-1423-53110	MENARDS (MUSC)	Filter	08/15/2023	0	39.96
Vendor Subtotal:					39.96
1000-25-1423-53120	TCM BANK NA VISA	Replacement Anemometer for the Mist	08/15/2023	0	112.75 00024851
Vendor Subtotal:					112.75
1000-25-1423-53130	MENARDS (MUSC)	Ball Valve/Bushing	08/09/2023	0	46.46
1000-25-1423-53130	MENARDS (MUSC)	Dawn/Adhesive/Caulk Gun	08/09/2023	0	25.40
Vendor Subtotal:					71.86
1000-25-1423-53130	SITEONE LANDSCAPE SUPPLY	SS I20 Irrigation Heads	06/30/2023	0	339.36 00024736
Vendor Subtotal:					339.36
1000-25-1423-53130	TCM BANK NA VISA	Control Valve for Drinking Fountain	08/15/2023	0	185.81 00025015
1000-25-1423-53130	TCM BANK NA VISA	Semier Industries - Plumbing	08/15/2023	0	68.35
Vendor Subtotal:					254.16
1000-25-1423-53220	FASTENAL COMPANY	Hardware	08/11/2023	0	57.88
Vendor Subtotal:					57.88
1000-25-1423-53220	MENARDS (MUSC)	Trash Can w/Lid/Tire Plugs	08/09/2023	0	48.46
1000-25-1423-53220	MENARDS (MUSC)	Shackle/Compound/Packing	08/15/2023	0	77.89
1000-25-1423-53220	MENARDS (MUSC)	Leader Hose	08/09/2023	0	21.08
Vendor Subtotal:					147.43
1000-25-1423-53220	MUSCATINE LAWN & POWER	Filters	08/09/2023	0	40.65
1000-25-1423-53220	MUSCATINE LAWN & POWER	Front Tank/Cap	08/11/2023	0	84.60

1000-25-1423-53220	MUSCATINE LAWN & POWER	Belt for Toro Wide Area Mower	08/09/2023	0	138.99 00024990
1000-25-1423-53220	MUSCATINE LAWN & POWER	Trim Line	08/09/2023	0	67.38
1000-25-1423-53220	MUSCATINE LAWN & POWER	Lug Nut	08/11/2023	0	6.48 00025078
1000-25-1423-53220	MUSCATINE LAWN & POWER	Hub Nut	08/11/2023	0	11.99 00025078
1000-25-1423-53220	MUSCATINE LAWN & POWER	Wheel	08/11/2023	0	269.51 00025078
1000-25-1423-53220	MUSCATINE LAWN & POWER	Hub	08/11/2023	0	96.99 00025078
Vendor Subtotal:					716.59
1000-25-1423-53220	PHILLIPS BROS RENTALS INC	Hardware	08/09/2023	0	6.59
1000-25-1423-53220	PHILLIPS BROS RENTALS INC	Trim Head	08/09/2023	0	32.99
Vendor Subtotal:					39.58
1000-25-1423-53220	TCM BANK NA VISA	Yellow High Back Seat	08/15/2023	0	149.99 00024850
Vendor Subtotal:					149.99
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	08/11/2023	0	9.10
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	08/11/2023	0	9.10
Vendor Subtotal:					18.20
1000-25-1423-62250	LAJEK PEST CONTROL SOLUTIONS	Spray for Wasps	06/30/2023	0	50.00
Vendor Subtotal:					50.00
1000-25-1423-62450	A TECH/FREEMAN ALARM	Security	08/09/2023	0	84.00
1000-25-1423-62450	A TECH/FREEMAN ALARM	Security	08/09/2023	0	84.00
Vendor Subtotal:					168.00
1000-25-1423-64200	TCM BANK NA VISA	IDALS - Pesticide License - M Strong	08/15/2023	0	25.00
Vendor Subtotal:					25.00
1000-25-1423-65210	MUSCATINE POWER & WATER	July Phones - Weed Park	08/11/2023	0	71.27
Vendor Subtotal:					71.27

1000-25-1423-65275	VERIZON WIRELESS	July Cell Phones	08/11/2023	0	80.02
		Vendor Subtotal:			80.02
1000-25-1423-65310	ALLIANT ENERGY	July Gas - Pearl City Station	08/11/2023	0	37.83
1000-25-1423-65310	ALLIANT ENERGY	July Gas - Harbor	08/11/2023	0	36.64
1000-25-1423-65310	ALLIANT ENERGY	July Gas - Weed Park	08/11/2023	0	57.26
		Vendor Subtotal:			131.73
1000-25-1423-67140	MENARDS (MUSC)	Tires	08/15/2023	0	8.77
		Vendor Subtotal:			8.77
1000-25-1423-67200	MICHAEL W SCHULTE	Riverfront Mens Restroom Window Repa	08/11/2023	0	193.41 00024920
		Vendor Subtotal:			193.41
1000-25-1423-67340	VAN WALL EQUIPMENT INC.	Shipping	06/30/2023	0	50.00 00024484
1000-25-1423-67340	VAN WALL EQUIPMENT INC.	Remote Computer Module	06/30/2023	0	708.06 00024484
1000-25-1423-67340	VAN WALL EQUIPMENT INC.	Remote Computer Module	06/30/2023	0	110.68
		Vendor Subtotal:			868.74
1000-25-1424-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	8.69
		Vendor Subtotal:			8.69
1000-25-1424-46600	RELIANCE STANDARD LIFE INS COLTD	BW Insurance August 2023	08/01/2023	0	10.16
1000-25-1424-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	7.75
		Vendor Subtotal:			17.91
1000-25-1424-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	72.50
1000-25-1424-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	89.90
		Vendor Subtotal:			162.40

1000-25-1424-52830	MENARDS (MUSC)	Metric Tape	08/09/2023	0	5.49
Vendor Subtotal:					5.49
1000-25-1424-53130	PLUMB SUPPLY COMPANY	Elbow/Nipple	08/11/2023	0	9.62
1000-25-1424-53130	PLUMB SUPPLY COMPANY	Ball Valve/Bushing	08/11/2023	0	28.50
1000-25-1424-53130	PLUMB SUPPLY COMPANY	Bushing	08/11/2023	0	16.74
Vendor Subtotal:					54.86
1000-25-1424-53140	MENARDS (MUSC)	Gloves	08/15/2023	0	17.29
1000-25-1424-53140	MENARDS (MUSC)	All Purpose Cleaner/Tray Liner/Trim Bru	08/15/2023	0	90.98
1000-25-1424-53140	MENARDS (MUSC)	Paint	08/15/2023	0	71.94
1000-25-1424-53140	MENARDS (MUSC)	Strap/Tray Liner/Sprayer	06/30/2023	0	69.13
Vendor Subtotal:					249.34
1000-25-1424-53140	SHERWIN WILLIAMS	Arcylic Paint- 1 pal K46 W 1151	06/30/2023	0	352.41 00024618
1000-25-1424-53140	SHERWIN WILLIAMS	5 gal Pal of Paint- Blue Dugout Exterior l	08/11/2023	0	334.21 00025081
Vendor Subtotal:					686.62
1000-25-1424-53220	B & B TECHNOLOGIES INC	Shipping	06/30/2023	0	4.30 00024673
1000-25-1424-53220	B & B TECHNOLOGIES INC	FMC-HYD-204 (Hydraulic Pump for Spr	06/30/2023	0	1,036.00 00024673
Vendor Subtotal:					1,040.30
1000-25-1424-53220	MENARDS (MUSC)	Gloves/Auto Sprayer	08/09/2023	0	81.90
1000-25-1424-53220	MENARDS (MUSC)	Adapter/Extention	08/09/2023	0	14.65
Vendor Subtotal:					96.55
1000-25-1424-53220	MTI DISTRIBUTING INC	Fuel Pump Part #144-4020	06/30/2023	0	162.66 00024737
1000-25-1424-53220	MTI DISTRIBUTING INC	Shipping	06/30/2023	0	14.24 00024737
Vendor Subtotal:					176.90
1000-25-1424-53220	SHERWIN WILLIAMS	Paint	08/11/2023	0	23.64

			Vendor Subtotal:		23.64
1000-25-1424-53220	SMITH SALES & SERVICE	Oil	08/09/2023	0	98.50
			Vendor Subtotal:		98.50
1000-25-1424-53220	SINCLAIR	Fuel Filter/Clamp	08/09/2023	0	58.63
			Vendor Subtotal:		58.63
1000-25-1424-53220	AMAZON.COM	3 Inch Commercial Strong Arm Gate Lat	08/09/2023	0	133.88 00024919
1000-25-1424-53220	AMAZON.COM	Heavy Duty Fork Latch	08/09/2023	0	22.99
1000-25-1424-53220	AMAZON.COM	Gate Latches 1 3/8 x 2 3/8	08/09/2023	0	68.97 00024919
1000-25-1424-53220	AMAZON.COM	Gate Latches 1 5/8 x 2 7/8	08/09/2023	0	99.72 00024919
1000-25-1424-53220	AMAZON.COM	Grinder Discs	08/09/2023	0	68.99
			Vendor Subtotal:		394.55
1000-25-1424-53220	SITEONE LANDSCAPE SUPPLY	H10-100B; 1 Inch Hose x 100 ft	06/30/2023	0	401.14 00024757
1000-25-1424-53220	SITEONE LANDSCAPE SUPPLY	H10-100B; 1 Inch Hose x 100 ft	06/30/2023	0	22.13
1000-25-1424-53220	SITEONE LANDSCAPE SUPPLY	Return	06/30/2023	0	-23.32
			Vendor Subtotal:		399.95
1000-25-1424-53340	FORD & SONS INC	Lining Chalk	08/11/2023	0	560.00 00025046
1000-25-1424-53340	FORD & SONS INC	Fuel Surcharge	08/11/2023	0	15.00
			Vendor Subtotal:		575.00
1000-25-1426-53220	MUSCATINE LAWN & POWER	Regulator	08/09/2023	0	74.94
			Vendor Subtotal:		74.94
1000-25-1427-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	8.72
			Vendor Subtotal:		8.72
1000-25-1427-46600	RELIANCE STANDARD LIFE INS CO	LT DW Insurance August 2023	08/01/2023	0	10.32

1000-25-1427-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023		08/01/2023	0	7.75
		Vendor Subtotal:			18.07
1000-25-1427-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	72.50
1000-25-1427-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	91.35
		Vendor Subtotal:			163.85
1000-25-1427-52250	D & K PRODUCTS	Diquat	08/09/2023	0	324.50 00024818
1000-25-1427-52250	D & K PRODUCTS	Phosphite Program 0-0-31	08/09/2023	0	1,650.00 00024818
1000-25-1427-52250	D & K PRODUCTS	Prokoz Transon 4.5 F	08/09/2023	0	3,192.00 00024818
		Vendor Subtotal:			5,166.50
1000-25-1427-52250	MIDWEST TURF SUPPORT	Azoxystrobin	08/11/2023	0	720.00 00025013
		Vendor Subtotal:			720.00
1000-25-1427-52720	SPRATT OIL SALES	Regular Unleaded	08/11/2023	0	554.40 00025097
1000-25-1427-52720	SPRATT OIL SALES	Regular Unleaded	08/11/2023	0	87.12
		Vendor Subtotal:			641.52
1000-25-1427-52730	SPRATT OIL SALES	Red-Dye Diesel	08/11/2023	0	704.00 00025097
1000-25-1427-52730	SPRATT OIL SALES	Red-Dye Diesel	08/11/2023	0	49.28
		Vendor Subtotal:			753.28
1000-25-1427-53130	MENARDS (MUSC)	Riser/Adapter/Nipples	08/15/2023	0	38.65
1000-25-1427-53130	MENARDS (MUSC)	Ball Valve/Reducer/Bushing	08/15/2023	0	60.46
1000-25-1427-53130	MENARDS (MUSC)	Coupling/Nozzle/Splitter/Riser	08/09/2023	0	76.39
1000-25-1427-53130	MENARDS (MUSC)	Return	08/09/2023	0	-12.99
		Vendor Subtotal:			162.51
1000-25-1427-53130	TCM BANK NA VISA	Farm & Fleet - Supplies	08/15/2023	0	81.68
		Vendor Subtotal:			81.68

1000-25-1427-53140	ULINE	Paint	08/09/2023	0	94.22
Vendor Subtotal:					94.22
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Breather	08/11/2023	0	3.99
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Flap Wheel	08/11/2023	0	13.78
Vendor Subtotal:					17.77
1000-25-1427-53220	B & B TECHNOLOGIES INC	GPS Unit for Sprayer	08/09/2023	0	332.02 00024820
Vendor Subtotal:					332.02
1000-25-1427-53220	GRAINGER DEPT 802675066	Crack Stix - Concrete/Asphalt Repair - It	08/11/2023	0	269.32 00025017
Vendor Subtotal:					269.32
1000-25-1427-53220	TCM BANK NA VISA	Farm & Fleet - Twin/Hornet Killer	08/15/2023	0	86.95
1000-25-1427-53220	TCM BANK NA VISA	Farm & Fleet - Barrel Pump	08/15/2023	0	40.99
Vendor Subtotal:					127.94
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	08/11/2023	0	22.94
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	08/11/2023	0	22.94
Vendor Subtotal:					45.88
1000-25-1427-65210	VERIZON WIRELESS	July Cell Phones	08/11/2023	0	80.02
Vendor Subtotal:					80.02
1000-25-1427-67200	GODDARD HEATING & COOLING	Service Call for Admin Building A/C uni	06/30/2023	0	85.00 00024551
Vendor Subtotal:					85.00
1000-25-1428-38620	JASHIRA LOPEZ	Refund	08/15/2023	0	250.00

			Vendor Subtotal:		250.00
1000-25-1431-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	12.75
			Vendor Subtotal:		12.75
1000-25-1431-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	14.69
			Vendor Subtotal:		14.69
1000-25-1431-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
			Vendor Subtotal:		145.00
1000-25-1431-52810	BERLINS PRO SHOP	T-Shirts Sport Shorts	08/09/2023	0	75.40
			Vendor Subtotal:		75.40
1000-25-1431-52810	TCM BANK NA VISA	Wal-Mart - Rec Supplies	08/15/2023	0	37.86
			Vendor Subtotal:		37.86
1000-25-1431-65100	TCM BANK NA VISA	Facebook - Advertising	08/15/2023	0	10.00
1000-25-1431-65100	TCM BANK NA VISA	Facebook - Advertising	08/15/2023	0	14.90
			Vendor Subtotal:		24.90
1000-25-1432-36120	EMILY ASCHBRENNER	Refund	08/09/2023	0	30.00
			Vendor Subtotal:		30.00
1000-25-1432-36120	LAUREN STREET	Refund	06/30/2023	0	6.25
			Vendor Subtotal:		6.25
1000-25-1432-36130	PAULA FOOR	Refund	08/15/2023	0	200.00

			Vendor Subtotal:		200.00
1000-25-1432-36130	MELISSA HILL	Refund	08/15/2023	0	150.00
			Vendor Subtotal:		150.00
1000-25-1432-36130	AMY AXTELL	Refund	08/15/2023	0	150.00
			Vendor Subtotal:		150.00
1000-25-1432-37220	MARGARET MURPHY	Refund	08/15/2023	0	50.00
			Vendor Subtotal:		50.00
1000-25-1432-51100	TCM BANK NA VISA	Wal-Mart - Supplies	08/15/2023	0	13.53
			Vendor Subtotal:		13.53
1000-25-1432-52250	ACCO UNLIMITED CORP	Gallons of Acid	08/11/2023	0	514.96 00025031
1000-25-1432-52250	ACCO UNLIMITED CORP	100lb CYA Granular	08/11/2023	0	282.25 00025031
1000-25-1432-52250	ACCO UNLIMITED CORP	Gallons of Chlorine	08/11/2023	0	1,132.40 00025031
1000-25-1432-52250	ACCO UNLIMITED CORP	Freight	08/11/2023	0	50.00 00025031
1000-25-1432-52250	ACCO UNLIMITED CORP	Fuel Surcharge	08/11/2023	0	35.00
1000-25-1432-52250	ACCO UNLIMITED CORP	30 ml Total Alkalinity	08/11/2023	0	12.60 00024870
1000-25-1432-52250	ACCO UNLIMITED CORP	60 ml DPD1A	08/11/2023	0	13.35 00024870
1000-25-1432-52250	ACCO UNLIMITED CORP	60 ml pH Indicator	08/11/2023	0	14.50 00024870
1000-25-1432-52250	ACCO UNLIMITED CORP	60 ml DPD1B	08/11/2023	0	13.35 00024870
1000-25-1432-52250	ACCO UNLIMITED CORP	Pallet of Sodium Bicarbonate	08/11/2023	0	670.00 00024870
1000-25-1432-52250	ACCO UNLIMITED CORP	Shipping	08/11/2023	0	25.00 00024870
1000-25-1432-52250	ACCO UNLIMITED CORP	Gallons of Chlorine	08/11/2023	0	1,117.50 00024870
1000-25-1432-52250	ACCO UNLIMITED CORP	Fuel Surcharge	08/11/2023	0	17.50
			Vendor Subtotal:		3,898.41
1000-25-1432-52300	BERLINS PRO SHOP	Cashier Shirts	06/30/2023	0	34.50 00024374
1000-25-1432-52300	BERLINS PRO SHOP	Manager Shirts	06/30/2023	0	24.00 00024374
1000-25-1432-52300	BERLINS PRO SHOP	Slide Attendant Tank Tops - XXL	06/30/2023	0	13.45 00024374
1000-25-1432-52300	BERLINS PRO SHOP	Lifeguard Tank Tops	06/30/2023	0	208.95 00024374
1000-25-1432-52300	BERLINS PRO SHOP	Lifeguard Tank Tops - XXL	06/30/2023	0	14.95 00024374

1000-25-1432-52300	BERLINS PRO SHOP	Slide Attendant Tank Tops	06/30/2023	0	59.15 00024374
1000-25-1432-52300	BERLINS PRO SHOP	Aquatic Center Shirts	06/30/2023	0	54.30
		Vendor Subtotal:			409.30
1000-25-1432-52840	AMAZON.COM	Cold Packs/Alcohol Wipes/Wristbands	08/11/2023	0	96.22
		Vendor Subtotal:			96.22
1000-25-1432-52853	TCM BANK NA VISA	Wal-Mart - Resale Merch	08/15/2023	0	52.70
1000-25-1432-52853	TCM BANK NA VISA	Wal-Mart - Resale Merch	08/15/2023	0	55.25
		Vendor Subtotal:			107.95
1000-25-1432-53130	MENARDS (MUSC)	Mortar	08/09/2023	0	12.99
1000-25-1432-53130	MENARDS (MUSC)	Adhesive	08/09/2023	0	9.99
		Vendor Subtotal:			22.98
1000-25-1432-53220	TCM BANK NA VISA	All Padlocks - Locks	08/15/2023	0	66.95
1000-25-1432-53220	TCM BANK NA VISA	Farm & Fleet - Supplies	08/15/2023	0	19.99
		Vendor Subtotal:			86.94
1000-25-1432-64200	AMERICAN RED CROSS- HEALTH &	Certification Fees	08/11/2023	0	126.00
		Vendor Subtotal:			126.00
1000-25-1432-67340	VAN WALL EQUIPMENT INC.	Return	08/11/2023	0	-125.68
		Vendor Subtotal:			-125.68
1000-25-1432-73900	TERRY & SONS INC	Touch Up Pool Basin Paint	06/30/2023	0	900.00 00024076
1000-25-1432-73900	TERRY & SONS INC	Touch Up Pool Basin Paint	06/30/2023	0	45.00
		Vendor Subtotal:			945.00
1000-30-1511-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	75.01

			Vendor Subtotal:	75.01
1000-30-1511-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	108.78
			Vendor Subtotal:	108.78
1000-30-1511-46700	MISSION SQUARE Non Union Annual RHS Payment	08/15/2023	0	2,175.00
			Vendor Subtotal:	2,175.00
1000-30-1511-51300	AMAZON.COM Ink Cartridge	08/09/2023	0	34.99
			Vendor Subtotal:	34.99
1000-30-1511-51300	SOURCE NOW LLC CF226A HP #26A Black Toner Cartridge	08/09/2023	0	104.41 00024949
			Vendor Subtotal:	104.41
1000-30-1511-51400	AMAZON.COM Victrola Suitcase Record Player - Aqua T	06/30/2023	0	49.28 00024607
1000-30-1511-51400	AMAZON.COM Victrola Suitcase Record Player - Green C	06/30/2023	0	55.26 00024607
			Vendor Subtotal:	104.54
1000-30-1511-52890	AMAZON.COM Adapter/Receipt Bond Paper Rolls	08/11/2023	0	36.88
1000-30-1511-52890	AMAZON.COM Calendar/Highlighters	08/15/2023	0	50.05
1000-30-1511-52890	AMAZON.COM M&T Display Curved Sign Holder Floor	08/15/2023	0	105.90 00025154
1000-30-1511-52890	AMAZON.COM Staples	08/09/2023	0	9.35
			Vendor Subtotal:	202.18
1000-30-1511-61340	TCM BANK NA VISA Zoom - Monthly Fee	08/15/2023	0	55.99
1000-30-1511-61340	TCM BANK NA VISA Mailchimp - E-Newsletter	08/15/2023	0	100.00
1000-30-1511-61340	TCM BANK NA VISA Big Imprint - Monthly Fee	08/15/2023	0	116.00
			Vendor Subtotal:	271.99
1000-30-1511-61660	UNIQUE MANAGEMENT SERVICES Collection Agency Fee	08/11/2023	0	675.90

		Vendor Subtotal:			675.90
1000-30-1511-62370	SYCAMORE PRINTING INC	Envelopes Size #10 Musser Public Librar	08/11/2023	0	133.00 00025086
		Vendor Subtotal:			133.00
1000-30-1511-62460	AMAZON.COM	Pin Backs Shrinkable Plastic Sheets	08/09/2023	0	37.98
1000-30-1511-62460	AMAZON.COM	Adult Book Club - 12 Copies	08/09/2023	0	179.76
		Vendor Subtotal:			217.74
1000-30-1511-62460	CALEEN PAGEL	Tai Chi Classes July 2023	08/15/2023	0	100.00
		Vendor Subtotal:			100.00
1000-30-1511-62460	TCM BANK NA VISA	Dollar Tree - Moth Mapping Program Fe	08/15/2023	0	1.34
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Moth Mapping Progam Fees	08/15/2023	0	10.30
1000-30-1511-62460	TCM BANK NA VISA	Hy-Vee- Cookies for Adult Book Club	08/15/2023	0	3.99
		Vendor Subtotal:			15.63
1000-30-1511-62520	MOBIUS	Mobius Delivery	08/09/2023	0	9,833.30
		Vendor Subtotal:			9,833.30
1000-30-1511-64700	DAVID HARRIS	Leadership Training - Benefiel/Garrett	08/11/2023	0	833.34
		Vendor Subtotal:			833.34
1000-30-1511-65100	TCM BANK NA VISA	Facebook - Advertising	08/15/2023	0	77.00
		Vendor Subtotal:			77.00
1000-30-1511-65240	VERIZON WIRELESS	July Hotspots	08/09/2023	0	40.03
		Vendor Subtotal:			40.03

1000-30-1511-65240	T-MOBILE	Remote Hot Spots	08/11/2023	0	89.25
		Vendor Subtotal:			89.25
1000-30-1511-69400	TCM BANK NA VISA	American Library Assoc - Dues R Fiedler	08/15/2023	0	155.00
1000-30-1511-69400	TCM BANK NA VISA	American Library Assoc - Dues M Garret	08/15/2023	0	78.00
1000-30-1511-69400	TCM BANK NA VISA	Iowa Library Assoc - Dues M Garrett	08/15/2023	0	150.00
		Vendor Subtotal:			383.00
1000-30-1511-74400	TCM BANK NA VISA	Wal-Mart - Book Shelf	08/15/2023	0	79.00
		Vendor Subtotal:			79.00
1000-30-1511-74500	BOOKPAGE	Books/Materials	08/09/2023	0	504.00
		Vendor Subtotal:			504.00
1000-30-1511-74500	LIBRARY SYSTEMS & SERVICES L	Books/Materials	08/15/2023	0	37,314.40
		Vendor Subtotal:			37,314.40
1000-30-1511-74500	TCM BANK NA VISA	Wall Street Journal - Subsription	08/15/2023	0	54.99
1000-30-1511-74500	TCM BANK NA VISA	North Scott Press - Newspaper	08/15/2023	0	40.00
		Vendor Subtotal:			94.99
1000-35-1521-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	41.51
		Vendor Subtotal:			41.51
1000-35-1521-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	59.67
		Vendor Subtotal:			59.67
1000-35-1521-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	507.50
		Vendor Subtotal:			507.50

1000-35-1521-51100	AMAZON.COM	Sheet Protectors	08/15/2023	0	51.38
		Vendor Subtotal:			51.38
1000-35-1521-52820	AMAZON.COM	Watercolor Pad	08/15/2023	0	47.00
		Vendor Subtotal:			47.00
1000-35-1521-52890	MENARDS (MUSC)	Tape	08/15/2023	0	15.92
		Vendor Subtotal:			15.92
1000-35-1521-52890	AMAZON.COM	Glue Boards/Glue Traps	08/15/2023	0	56.65
1000-35-1521-52890	AMAZON.COM	Tripod	08/15/2023	0	89.90
		Vendor Subtotal:			146.55
1000-35-1521-61640	VADA BAKER	Teaching Fee Class ID 7116	08/15/2023	0	75.00
		Vendor Subtotal:			75.00
1000-35-1521-61640	JULIE LEAR	Teaching Fee Class ID 7127	08/15/2023	0	50.00
		Vendor Subtotal:			50.00
1000-35-1521-61640	NANCY FOXEN	Teaching Fee Class ID 7159	08/15/2023	0	300.00
		Vendor Subtotal:			300.00
1000-35-1521-61640	HEATHER MICHELE SEIBEL	Teaching Fee Class ID 7087	08/15/2023	0	75.00
		Vendor Subtotal:			75.00
1000-35-1521-61640	MARY ALICE SESSLER	Teaching Fee Class ID 7159	08/15/2023	0	300.00
		Vendor Subtotal:			300.00

1000-35-1521-62370	GORDON FLESCH COMPANY	Copier	08/15/2023	0	71.00
		Vendor Subtotal:			71.00
1000-35-1521-65210	MUSCATINE POWER & WATER	July Phones - Art Center	08/15/2023	0	166.94
		Vendor Subtotal:			166.94
1000-35-1521-65240	MUSCATINE POWER & WATER	July Internet - Art Center	08/15/2023	0	82.97
		Vendor Subtotal:			82.97
1000-35-1524-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	72.50
		Vendor Subtotal:			72.50
1000-40-1151-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	24.27
		Vendor Subtotal:			24.27
1000-40-1151-46600	RELIANCE STANDARD LIFE INS	COLTD Insurance August 2023	08/01/2023	0	17.13
1000-40-1151-46600	RELIANCE STANDARD LIFE INS	COLTD BW Insurance August 2023	08/01/2023	0	45.92
		Vendor Subtotal:			63.05
1000-40-1151-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
1000-40-1151-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	1,260.05
		Vendor Subtotal:			1,405.05
1000-40-1151-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - M Jacobs	08/09/2023	0	120.05
		Vendor Subtotal:			120.05
1000-40-1151-52400	MENARDS (MUSC)	Alcohol	08/09/2023	0	2.08
1000-40-1151-52400	MENARDS (MUSC)	Lysol	08/15/2023	0	6.18
1000-40-1151-52400	MENARDS (MUSC)	Bleach/Pine Cleaner	08/09/2023	0	94.47
1000-40-1151-52400	MENARDS (MUSC)	Ajax/Disinfectant Wipes	08/09/2023	0	46.80

Vendor Subtotal:					149.53
1000-40-1151-52400	AMAZON.COM	Pet Waste Roll Bags	08/11/2023	0	49.99
Vendor Subtotal:					49.99
1000-40-1151-52720	TCM BANK NA VISA	Kum & Go - Fuel	08/15/2023	0	98.34
1000-40-1151-52720	TCM BANK NA VISA	Kum & Go - Fuel	08/15/2023	0	48.58
1000-40-1151-52720	TCM BANK NA VISA	Kum & Go - Fuel	08/15/2023	0	89.05
1000-40-1151-52720	TCM BANK NA VISA	Kum & Go - Fuel	08/15/2023	0	40.06
Vendor Subtotal:					276.03
1000-40-1151-52830	MENARDS (MUSC)	Pliers	08/09/2023	0	10.97
1000-40-1151-52830	MENARDS (MUSC)	Wrecking Ball	08/15/2023	0	19.97
1000-40-1151-52830	MENARDS (MUSC)	Sanding Respirator	08/15/2023	0	22.99
Vendor Subtotal:					53.93
1000-40-1151-52890	ARNOLD MOTOR SUPPLY	Filter	08/09/2023	0	16.29
Vendor Subtotal:					16.29
1000-40-1151-52890	MENARDS (MUSC)	Caulk	08/15/2023	0	32.97
1000-40-1151-52890	MENARDS (MUSC)	Deadbolt	08/09/2023	0	13.47
1000-40-1151-52890	MENARDS (MUSC)	Roll Pins	08/15/2023	0	5.99
1000-40-1151-52890	MENARDS (MUSC)	Concrete Seal	08/15/2023	0	29.64
1000-40-1151-52890	MENARDS (MUSC)	Round Sliders	08/15/2023	0	99.95
Vendor Subtotal:					182.02
1000-40-1151-53120	PLUMB SUPPLY COMPANY	Run Cap	08/09/2023	0	8.36
Vendor Subtotal:					8.36
1000-40-1151-53130	PLUMB SUPPLY COMPANY	Fill Valve	08/09/2023	0	79.79
1000-40-1151-53130	PLUMB SUPPLY COMPANY	1/4" Watts Ball Test Cock	08/09/2023	0	96.76 00024929
1000-40-1151-53130	PLUMB SUPPLY COMPANY	1/8" Ball Test Cock	08/09/2023	0	38.50 00024929

Vendor Subtotal:					215.05
1000-40-1151-53150	MENARDS (MUSC)	Filters	08/15/2023	0	29.98
Vendor Subtotal:					29.98
1000-40-1151-61550	TSS INCORPORATED	Random - M Jacobs	08/11/2023	0	87.50
Vendor Subtotal:					87.50
1000-40-1151-62450	A TECH/FREEMAN ALARM	Security	08/09/2023	0	84.00
Vendor Subtotal:					84.00
1000-40-1151-62450	MIDWEST ALARM SERVICES	Fire Alarm Inspection	08/11/2023	0	510.00
1000-40-1151-62450	MIDWEST ALARM SERVICES	Fire Alarm Inspection	08/11/2023	0	258.96
1000-40-1151-62450	MIDWEST ALARM SERVICES	Fire Alarm Inspection	08/11/2023	0	248.04
Vendor Subtotal:					1,017.00
1000-40-1151-64700	DAVID HARRIS	Leadership Training - O'Brien	08/11/2023	0	416.67
1000-40-1151-64700	DAVID HARRIS	Leadership Training - Shrier	08/11/2023	0	500.00
Vendor Subtotal:					916.67
1000-40-1151-65310	ALLIANT ENERGY	July Gas - Library	08/11/2023	0	121.08
1000-40-1151-65310	ALLIANT ENERGY	July Gas - S Fire	08/09/2023	0	60.50
1000-40-1151-65310	ALLIANT ENERGY	July Gas - Art Center	08/09/2023	0	36.61
Vendor Subtotal:					218.19
1000-40-1151-67330	GRAINGER DEPT 802675066	Cond Fan Motor	08/09/2023	0	147.57 00025028
1000-40-1151-67330	GRAINGER DEPT 802675066	Batteries	08/09/2023	0	201.26 00024982
Vendor Subtotal:					348.83
1000-40-1151-67330	JOHNSTONE SUPPLY	Contactactor	08/09/2023	0	62.43

			Vendor Subtotal:		62.43
1000-40-1151-67330	PLUMB SUPPLY COMPANY	HVAV Board for Furnace at Public Work	08/09/2023	0	171.12 00024838
			Vendor Subtotal:		171.12
1000-40-1151-67330	TMI INC	Quarterly Contract	08/09/2023	0	2,733.00
			Vendor Subtotal:		2,733.00
1000-40-1151-67330	MIDWEST ALARM SERVICES	Sprinkler Inspection	08/11/2023	0	270.00
			Vendor Subtotal:		270.00
1000-40-1151-67330	TCM BANK NA VISA	Allied Hand Dryer - Infrared Sensor	08/15/2023	0	29.40
			Vendor Subtotal:		29.40
1000-40-1151-67330	CONSOLIDATED ELECTRICAL DIST	Generator Labor	08/15/2023	0	1,160.00
			Vendor Subtotal:		1,160.00
1000-40-1151-69400	IOWA ASSOC OF BLDG MAINT ENG	Dues - S O'Brien	08/09/2023	0	40.00
1000-40-1151-69400	IOWA ASSOC OF BLDG MAINT ENG	Dues - D Shrier	08/09/2023	0	40.00
			Vendor Subtotal:		80.00
1000-40-1151-74200	BURNS & SON'S DIRECT APPLIANC	Frigidaire 12,000 BTU Connected Windo	08/09/2023	0	1,227.00 00024862
			Vendor Subtotal:		1,227.00
1000-40-1611-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	31.94
			Vendor Subtotal:		31.94
1000-40-1611-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	44.76

			Vendor Subtotal:		44.76
1000-40-1611-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	362.50
			Vendor Subtotal:		362.50
1000-40-1611-51100	MENARDS (MUSC)	Sharpie/Highlighters	08/15/2023	0	8.94
			Vendor Subtotal:		8.94
1000-40-1611-52840	AMAZON.COM	Safety Vests	08/11/2023	0	58.98
			Vendor Subtotal:		58.98
1000-40-1611-64200	TCM BANK NA VISA	National Academy - Conference Coon	08/15/2023	0	675.00
			Vendor Subtotal:		675.00
1000-40-1611-65260	US CELLULAR	August Cell Phones	08/11/2023	0	149.50
			Vendor Subtotal:		149.50
1000-40-1611-65275	VERIZON WIRELESS	Ipads	08/09/2023	0	120.00
			Vendor Subtotal:		120.00
1000-40-1621-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	50.72
			Vendor Subtotal:		50.72
1000-40-1621-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	20.27
1000-40-1621-46600	RELIANCE STANDARD LIFE INS COLTD	BW Insurance August 2023	08/01/2023	0	155.62
			Vendor Subtotal:		175.89
1000-40-1621-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	194.30
1000-40-1621-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	1,450.00

		Vendor Subtotal:			1,644.30
1000-40-1621-52720	TCM BANK NA VISA	Kum & Go - Fuel	08/15/2023	0	62.02
		Vendor Subtotal:			62.02
1000-40-1621-52750	MENARDS (MUSC)	Lubricant	08/15/2023	0	21.98
		Vendor Subtotal:			21.98
1000-40-1621-52830	MENARDS (MUSC)	Putty Knife/Tub & Tile Cleaner	08/15/2023	0	26.41
1000-40-1621-52830	MENARDS (MUSC)	Shovels	08/15/2023	0	32.98
1000-40-1621-52830	MENARDS (MUSC)	Grease Gun/Roundup	08/15/2023	0	50.95
		Vendor Subtotal:			110.34
1000-40-1621-52830	S.J. SMITH CO.	Welding Supplies	06/30/2023	0	49.44
		Vendor Subtotal:			49.44
1000-40-1621-52830	AMAZON.COM	Generac 7129 GP 3000i 3000-Watt Gas F	08/09/2023	0	599.00 00025054
		Vendor Subtotal:			599.00
1000-40-1621-52890	PHILLIPS BROS RENTALS INC	Plugs	08/09/2023	0	20.49
		Vendor Subtotal:			20.49
1000-40-1621-53140	DIAMOND VOGEL PAINTS	White Traffic Paint - 55 gal Drum	08/09/2023	0	2,369.40 00024954
		Vendor Subtotal:			2,369.40
1000-40-1621-53330	MENARDS (MUSC)	Concrete Mix	08/15/2023	0	21.24
		Vendor Subtotal:			21.24
1000-40-1621-62530	TCM BANK NA VISA	Class/Assistance for Obtaining CDL for J	08/15/2023	0	900.00 00024839

			Vendor Subtotal:		900.00
1000-40-1621-64200	TCM BANK NA VISA	Iowa State University - Conference T We	08/15/2023	0	220.00
			Vendor Subtotal:		220.00
1000-40-1621-64700	DAVID HARRIS	Leadership Training - Ordway	08/11/2023	0	416.67
			Vendor Subtotal:		416.67
1000-40-1621-65260	US CELLULAR	August Cell Phones	08/11/2023	0	148.43
			Vendor Subtotal:		148.43
1000-40-1621-65275	VERIZON WIRELESS	Ipads	08/09/2023	0	120.00
			Vendor Subtotal:		120.00
1000-40-1621-65310	ALLIANT ENERGY	July Gas - PW	08/09/2023	0	52.63
1000-40-1621-65310	ALLIANT ENERGY	July Gas - Morgan Bldg	08/09/2023	0	32.41
1000-40-1621-65310	ALLIANT ENERGY	July Gas - Lower Lot	08/09/2023	0	33.41
1000-40-1621-65310	ALLIANT ENERGY	July Gas - DOT Bldg	08/09/2023	0	36.32
1000-40-1621-65310	ALLIANT ENERGY	July Gas - PW	08/09/2023	0	43.58
1000-40-1621-65310	ALLIANT ENERGY	July Gas - PW	08/09/2023	0	22.69
			Vendor Subtotal:		221.04
1000-40-1623-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	5.94
			Vendor Subtotal:		5.94
1000-40-1623-46600	RELIANCE STANDARD LIFE INS COLTD	BW Insurance August 2023	08/01/2023	0	29.81
			Vendor Subtotal:		29.81
1000-40-1623-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	275.50

		Vendor Subtotal:		275.50
1000-40-1624-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0 3.13
		Vendor Subtotal:		3.13
1000-40-1624-46600	RELIANCE STANDARD LIFE INS COLTD	BW Insurance August 2023	08/01/2023	0 16.38
		Vendor Subtotal:		16.38
1000-40-1624-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0 145.00
		Vendor Subtotal:		145.00
1000-40-1624-52300	LOGEN CONKLIN	Reimb Uniforms - L Conklin	08/11/2023	0 75.00
		Vendor Subtotal:		75.00
1000-40-1624-52890	FASTENAL COMPANY	Nuts/Washers	08/09/2023	0 72.74
		Vendor Subtotal:		72.74
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	July Power - Hwy 61 & University	08/11/2023	0 121.67
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	July Power - Hwy 61 & Mulberry	08/11/2023	0 145.93
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	July Power - 38 & Bidwell	08/11/2023	0 46.83
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	July Power - Bypass Lights	08/11/2023	0 79.15
		Vendor Subtotal:		393.58
1000-40-1641-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0 27.93
		Vendor Subtotal:		27.93
1000-40-1641-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0 33.69
		Vendor Subtotal:		33.69

1000-40-1641-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	192.85
		Vendor Subtotal:			192.85
1000-40-1641-62370	GORDON FLESCH COMPANY	Copier	08/11/2023	0	52.00
		Vendor Subtotal:			52.00
1000-40-1641-74250	DELL MARKETING L.P.	OptiPlex Micro Plus	08/09/2023	0	1,089.37 00024889
1000-40-1641-74250	DELL MARKETING L.P.	U2422H UltraSharp 24" Monitor	08/09/2023	0	250.79 00024889
1000-40-1641-74250	DELL MARKETING L.P.	MFS22 Micro All-in-One Stand	08/09/2023	0	96.19 00024889
1000-40-1641-74250	DELL MARKETING L.P.	U2422H UltraSharp 24" Monitor - w/o St	08/09/2023	0	237.59 00024889
		Vendor Subtotal:			1,673.94
		Subtotal for FUND: 1000			203,882.67
3981-30-3983-61340	RELIABLE NETWORK SOLUTIONS I	Monthly Fee	08/11/2023	0	49.00
		Vendor Subtotal:			49.00
3981-30-3983-61340	TCM BANK NA VISA	Apple - Monthly Cloud	08/15/2023	0	2.99
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Monthly Streaming	08/15/2023	0	219.00
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Archive Storage Fee	08/15/2023	0	2.22
		Vendor Subtotal:			224.21
		Subtotal for FUND: 3981			273.21
3991-35-3991-61640	JO MYERS-WALKER	Teaching Fee Class ID 7126	08/15/2023	0	300.00
		Vendor Subtotal:			300.00
3991-35-3991-61660	THE CORALVILLE CENTER FOR PE	Theater Camp	08/15/2023	0	1,500.00
		Vendor Subtotal:			1,500.00
3991-35-3991-74400	PARAGON COMMERCIAL INTERIO	IHHB03 Versant Three Seat Bench withou	08/15/2023	0	3,566.72 00025010

3991-35-3991-74400	PARAGON COMMERCIAL INTERIOI	HHB03 Versant Three Seat Bench withou	08/15/2023	0	3,566.73
		Vendor Subtotal:			7,133.45
		Subtotal for FUND: 3991			8,933.45
4166-40-4166-61420	BOLTON & MENK INC	Park Ave 4 to 3 Lanes June	06/30/2023	0	2,539.50
		Vendor Subtotal:			2,539.50
4166-40-4166-73200	MANATTS INC.	Park Ave Pay App #21	08/15/2023	0	19,698.00
		Vendor Subtotal:			19,698.00
		Subtotal for FUND: 4166			22,237.50
4180-40-4180-73200	HEUER CONSTRUCTION	Fulliam Phase I Pay App #4	08/15/2023	0	201,402.55
		Vendor Subtotal:			201,402.55
		Subtotal for FUND: 4180			201,402.55
4195-40-4197-61420	BOLTON & MENK INC	Grandview Ave Reconstruction	06/30/2023	0	24,623.00
		Vendor Subtotal:			24,623.00
		Subtotal for FUND: 4195			24,623.00
4205-50-4205-61420	TCM BANK NA VISA	UPS Store - UV Project	08/15/2023	0	288.10
		Vendor Subtotal:			288.10
		Subtotal for FUND: 4205			288.10
4276-40-4276-61430	STEVE DALBEY	Inspection Services 7/24/23 - 8/6/23	08/15/2023	0	2,887.96

			Vendor Subtotal:		2,887.96
4276-40-4276-65310	ALLIANT ENERGY	July Gas - 891 W 8th St	08/15/2023	0	28.83
			Vendor Subtotal:		28.83
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill 5B Pay App #35	08/15/2023	0	64,341.44
			Vendor Subtotal:		64,341.44
4276-40-4276-73100	KE FLATWORK INC	West Hill Phase 6A/B Pay App #3	08/15/2023	0	63,243.87
			Vendor Subtotal:		63,243.87
			Subtotal for FUND: 4276		130,502.10
4279-40-4279-65100	QUAD CITY TIMES & MUSC JOURN	Public Notice 2nd Ave Storm Sewer Proj	08/09/2023	0	29.95
			Vendor Subtotal:		29.95
			Subtotal for FUND: 4279		29.95
4475-25-4475-52810	TREETOP PRODUCTS	Receptacle	07/31/2023	0	716.68
			Vendor Subtotal:		716.68
			Subtotal for FUND: 4475		716.68
4488-25-4488-61420	WATERSMITH ENGINEERING	Soccer Irrigation Engineering	08/15/2023	0	268.00
			Vendor Subtotal:		268.00
			Subtotal for FUND: 4488		268.00
4554-10-4554-72200	SULZCO	Sewer Point Repair 506 Spring - Demo	08/15/2023	0	4,200.00

		Vendor Subtotal:			4,200.00
		Subtotal for FUND: 4554			4,200.00
4842-00-4842-66300	ATLAS COMMUNITY STUDIO	Housing Market Analysis	08/15/2023	0	7,888.13
4842-00-4842-66300	ATLAS COMMUNITY STUDIO	Housing Market Analysis	08/15/2023	0	7,888.13
		Vendor Subtotal:			15,776.26
		Subtotal for FUND: 4842			15,776.26
4863-10-4863-61420	BOLTON & MENK INC	AVGAS Fuel System	08/15/2023	0	3,071.00
		Vendor Subtotal:			3,071.00
		Subtotal for FUND: 4863			3,071.00
4903-00-4903-61660	CORBIN DESIGN	Wayfinding Master Plan	08/15/2023	0	5,253.75
		Vendor Subtotal:			5,253.75
		Subtotal for FUND: 4903			5,253.75
5211-00-0000-24400	TCM BANK NA VISA	4Imprint - Pens	08/15/2023	0	142.04
		Vendor Subtotal:			142.04
5211-40-5211-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	14.88
		Vendor Subtotal:			14.88
5211-40-5211-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	17.12
		Vendor Subtotal:			17.12
5211-40-5211-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	2,610.00

5211-40-5211-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
		Vendor Subtotal:			2,755.00
5211-40-5211-52400	MENARDS (MUSC)	Disinfectant Wipes	08/15/2023	0	74.55
		Vendor Subtotal:			74.55
5211-40-5211-61550	NANCY PHELPS, LISW	Initial DOT Assesment 5/27/23	06/30/2023	0	600.00
		Vendor Subtotal:			600.00
5211-40-5211-62320	SYCAMORE PRINTING INC	Yellow Route Tickets	06/30/2023	0	191.00 00024655
		Vendor Subtotal:			191.00
5211-40-5211-64700	DAVID HARRIS	Leadership Training - Fortenbacher	08/11/2023	0	416.67
		Vendor Subtotal:			416.67
5211-40-5211-65100	ICAN	Advertising on MPW Cable	08/11/2023	0	432.00 00024872
		Vendor Subtotal:			432.00
5211-40-5211-65310	ALLIANT ENERGY	July Gas - Transit	08/09/2023	0	22.56
5211-40-5211-65310	ALLIANT ENERGY	July Gas - Transit	08/09/2023	0	9.72
5211-40-5211-65310	ALLIANT ENERGY	July Gas - Transit	08/09/2023	0	18.67
		Vendor Subtotal:			50.95
		Subtotal for FUND: 5211			4,694.21
5311-00-0000-23550	RELIANCE STANDARD LIFE INS	COPR Batch 00002.07.2023 Life Insurance	07/21/2023	0	0.10
		Vendor Subtotal:			0.10
5311-05-5311-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	6.23

			Vendor Subtotal:		6.23
5311-05-5311-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023		08/01/2023	0	8.09
5311-05-5311-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023		08/01/2023	0	5.58
			Vendor Subtotal:		13.67
5311-05-5311-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	79.75
5311-05-5311-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	195.75
			Vendor Subtotal:		275.50
5311-05-5311-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - M Peniston	06/30/2023	0	51.46
			Vendor Subtotal:		51.46
			Subtotal for FUND: 5311		346.96
5451-25-5451-46200	RELIANCE STANDARD LIFE INS COAugust 2023 Life Insurance		08/01/2023	0	18.13
			Vendor Subtotal:		18.13
5451-25-5451-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023		08/01/2023	0	15.95
5451-25-5451-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023		08/01/2023	0	17.21
			Vendor Subtotal:		33.16
5451-25-5451-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	145.00
5451-25-5451-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
			Vendor Subtotal:		290.00
5451-25-5451-52100	MIDWEST TURF SUPPORT	Retain	08/09/2023	0	375.00 00024941
			Vendor Subtotal:		375.00
5451-25-5451-52100	CENTRAL TURF AGRONOMY	0-0-15	08/11/2023	0	480.00 00025064

Vendor Subtotal:					480.00
5451-25-5451-52250	MIDWEST TURF SUPPORT	Maxum Pellets	06/30/2023	0	180.00 00024533
5451-25-5451-52250	MIDWEST TURF SUPPORT	Retain Pellets	06/30/2023	0	150.00 00024533
5451-25-5451-52250	MIDWEST TURF SUPPORT	PerkUp	08/09/2023	0	220.00 00025075
Vendor Subtotal:					550.00
5451-25-5451-52890	MENARDS (MUSC)	Spacer	08/15/2023	0	15.94
5451-25-5451-52890	MENARDS (MUSC)	Magnetic Parts/Self Lighting Torch	08/15/2023	0	36.72
Vendor Subtotal:					52.66
5451-25-5451-53220	DAVIS EQUIP CORPORATION	Double Pull	08/09/2023	0	88.10
5451-25-5451-53220	DAVIS EQUIP CORPORATION	Progressive Parts	08/09/2023	0	305.76 00024959
5451-25-5451-53220	DAVIS EQUIP CORPORATION	Shipping	08/09/2023	0	22.79 00024959
5451-25-5451-53220	DAVIS EQUIP CORPORATION	Rebuild Kits	08/11/2023	0	102.20 00025014
5451-25-5451-53220	DAVIS EQUIP CORPORATION	Shipping	08/11/2023	0	23.00 00025014
Vendor Subtotal:					541.85
5451-25-5451-53220	MENARDS (MUSC)	Magnetic Pick Up Tool	08/09/2023	0	12.97
5451-25-5451-53220	MENARDS (MUSC)	E Ring	08/09/2023	0	1.44
Vendor Subtotal:					14.41
5451-25-5451-53220	NAPA OF MUSCATINE	Filters	08/09/2023	0	122.33 00024958
5451-25-5451-53220	NAPA OF MUSCATINE	U-Bolt	08/09/2023	0	4.12
Vendor Subtotal:					126.45
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Roller	08/11/2023	0	260.00 00025082
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Shipping	08/11/2023	0	37.16 00025082
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Cables for tailgate	08/11/2023	0	59.44 00025082
Vendor Subtotal:					356.60
5451-25-5451-62530	GETZ FIRE EQUIPMENT CO	Fire Extinguisher Service	08/09/2023	0	375.91 00024807
5451-25-5451-62530	GETZ FIRE EQUIPMENT CO	Fire Extinguisher Service	08/09/2023	0	5.54

			Vendor Subtotal:		381.45
5451-25-5451-63300	LINDE GAS & EQUIPMENT INC	Annual Fee	08/11/2023	0	225.75
			Vendor Subtotal:		225.75
5451-25-5451-65310	ALLIANT ENERGY	July Gas - Golf	08/11/2023	0	38.37
5451-25-5451-65310	ALLIANT ENERGY	July Gas - Golf	08/11/2023	0	34.40
			Vendor Subtotal:		72.77
5451-25-5451-67200	DELL MARKETING L.P.	U2722D Dell 27" UltraSharp Monitor	08/09/2023	0	307.78 00025039
			Vendor Subtotal:		307.78
5451-25-5452-38364	TCM BANK NA VISA	Activation Fees	08/15/2023	0	36.00 00024810
5451-25-5452-38364	TCM BANK NA VISA	Visa Gift Card - Flight Winner	08/15/2023	0	1,200.00 00024810
5451-25-5452-38364	TCM BANK NA VISA	Activation Fees	08/15/2023	0	3.52
5451-25-5452-38364	TCM BANK NA VISA	Visa Gift Card - Overall Champ	08/15/2023	0	300.00 00024810
5451-25-5452-38364	TCM BANK NA VISA	Visa Gift Card - Overall Champ	08/15/2023	0	4.94
			Vendor Subtotal:		1,544.46
5451-25-5452-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	15.50
			Vendor Subtotal:		15.50
5451-25-5452-46600	RELIANCE STANDARD LIFE INS CO	LD Insurance August 2023	08/01/2023	0	17.90
			Vendor Subtotal:		17.90
5451-25-5452-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
			Vendor Subtotal:		145.00
5451-25-5452-52810	TCM BANK NA VISA	Plaques w/New Plates Only	08/15/2023	0	70.00 00024809
5451-25-5452-52810	TCM BANK NA VISA	8x10 1st Place Plaque	08/15/2023	0	175.00 00024809
5451-25-5452-52810	TCM BANK NA VISA	Champion Plaque	08/15/2023	0	5.00 00024809

5451-25-5452-52810	TCM BANK NA VISA	6x8 2nd Place Plaque	08/15/2023	0	54.00 00024809
		Vendor Subtotal:			304.00
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	08/09/2023	0	1,683.10
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	08/11/2023	0	417.50
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	08/11/2023	0	1,358.55
		Vendor Subtotal:			3,459.15
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	08/09/2023	0	138.00
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	08/11/2023	0	269.65
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	08/09/2023	0	536.30
		Vendor Subtotal:			943.95
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	08/11/2023	0	563.63
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	08/11/2023	0	529.52
		Vendor Subtotal:			1,093.15
5451-25-5452-52852	MENARDS (MUSC)	Contractor Bags	08/11/2023	0	16.59
		Vendor Subtotal:			16.59
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	08/11/2023	0	587.88
		Vendor Subtotal:			587.88
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	08/15/2023	0	24.52
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	08/15/2023	0	74.76
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	08/15/2023	0	94.81
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	08/15/2023	0	17.88
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	08/15/2023	0	15.12
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	08/15/2023	0	10.92
		Vendor Subtotal:			238.01
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Drive Shaft	08/11/2023	0	86.71

Vendor Subtotal:					86.71
5451-25-5452-52853	TITLEIST	Tru Feel Dozen Balls	06/30/2023	0	171.00 00022826
5451-25-5452-52853	TITLEIST	Tru Feel Dozen Balls	06/30/2023	0	11.43
5451-25-5452-52853	TITLEIST	Pro V1 Dozen Balls	06/30/2023	0	747.00 00022826
5451-25-5452-52853	TITLEIST	Pro V1 Dozen Balls	06/30/2023	0	23.42
5451-25-5452-52853	TITLEIST	AVX Dozen Balls	06/30/2023	0	114.00 00022826
5451-25-5452-52853	TITLEIST	AVX Dozen Balls	06/30/2023	0	17.88
Vendor Subtotal:					1,084.73
5451-25-5452-52853	TCM BANK NA VISA	GT Golf Supplies - Resale Merch	08/15/2023	0	45.61
5451-25-5452-52853	TCM BANK NA VISA	GT Golf Supplies - Resale Merch	08/15/2023	0	39.20
Vendor Subtotal:					84.81
5451-25-5452-63300	HARRIS GOLF CARS	Cart Rental - 7/8/23	08/11/2023	0	920.00
5451-25-5452-63300	HARRIS GOLF CARS	Rental Cars 7/9/23	08/11/2023	0	920.00 00024808
5451-25-5452-63300	HARRIS GOLF CARS	Rental Cars 7/9/23	08/11/2023	0	20.00
Vendor Subtotal:					1,860.00
5451-25-5452-63300	YAMAHA MOTOR CORPORATION	August 2023	08/09/2023	0	4,085.73
Vendor Subtotal:					4,085.73
5451-25-5452-69400	IOWA GOLF ASSOCIATION	Member Fee	08/09/2023	0	22.00
Vendor Subtotal:					22.00
Subtotal for FUND: 5451					19,415.58
5461-25-5461-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	36.25
Vendor Subtotal:					36.25
Subtotal for FUND: 5461					36.25

5466-25-5466-53110	MENARDS (MUSC)	Trash Can w/Lid/Lumber	08/09/2023	0	86.92
		Vendor Subtotal:			86.92
		Subtotal for FUND: 5466			86.92
5642-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023	Life Insurance	07/21/2023	0	0.70
		Vendor Subtotal:			0.70
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023	Optional Life	07/21/2023	0	183.88
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023	Optional Life	07/07/2023	0	182.09
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023	Optional Life	07/07/2023	0	1.79
		Vendor Subtotal:			367.76
5642-45-5642-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	42.03
		Vendor Subtotal:			42.03
5642-45-5642-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	33.58
5642-45-5642-46600	RELIANCE STANDARD LIFE INS COLTD	BW Insurance August 2023	08/01/2023	0	88.22
		Vendor Subtotal:			121.80
5642-45-5642-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	1,015.00
5642-45-5642-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	304.50
		Vendor Subtotal:			1,319.50
5642-45-5642-52850	SYCAMORE PRINTING INC	Compost Bag Stickers	08/15/2023	0	1,482.00 00024964
		Vendor Subtotal:			1,482.00
5642-45-5642-52890	ARNOLD MOTOR SUPPLY	Chain Lubricant	08/09/2023	0	42.70
		Vendor Subtotal:			42.70

5642-45-5642-61310	MUSCATINE POWER & WATER	July Sanitation	08/15/2023	0	2,110.00
		Vendor Subtotal:			2,110.00
5642-45-5642-62245	REPUBLIC SERVICES #400	July Recycling	08/15/2023	0	33,533.20
5642-45-5642-62245	REPUBLIC SERVICES #400	May Recycling	06/30/2023	0	32,533.20
		Vendor Subtotal:			66,066.40
5642-45-5642-62285	MICHAEL WEIKERT JR	Scrap Appliance	08/15/2023	0	342.00
		Vendor Subtotal:			342.00
5642-45-5642-65310	ALLIANT ENERGY	July Gas - Transfer	08/09/2023	0	38.64
		Vendor Subtotal:			38.64
5642-45-5642-65410	MUSCATINE POWER & WATER	July Water - Recycle	08/15/2023	0	37.39
		Vendor Subtotal:			37.39
5642-45-5642-65420	MUSCATINE POWER & WATER	July Sewer - Recycle	08/15/2023	0	14.07
5642-45-5642-65420	MUSCATINE POWER & WATER	July Sewer - Recycle	08/15/2023	0	22.45
		Vendor Subtotal:			36.52
5642-45-5642-67340	MENARDS (MUSC)	Tray Liner/Chip Brush	08/09/2023	0	12.29
		Vendor Subtotal:			12.29
5642-45-5642-69900	DAVID HARRIS	Leadership Training - Last	08/11/2023	0	500.00
		Vendor Subtotal:			500.00
		Subtotal for FUND: 5642			72,519.73
5652-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023	Life Insurance	07/21/2023	0	0.10

			Vendor Subtotal:	0.10
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023 Optional Life	07/07/2023	0	0.31
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023 Optional Life	07/21/2023	0	41.38
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023 Optional Life	07/07/2023	0	41.07
			Vendor Subtotal:	82.76
5652-45-5652-46200	RELIANCE STANDARD LIFE INS COAugust 2023 Life Insurance	08/01/2023	0	9.56
			Vendor Subtotal:	9.56
5652-45-5652-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	11.01
			Vendor Subtotal:	11.01
5652-45-5652-46700	MISSION SQUARE Non Union Annual RHS Payment	08/15/2023	0	87.00
			Vendor Subtotal:	87.00
5652-45-5652-62520	JON BRAUNS July 2023 Leachate Hauling	08/15/2023	0	3,060.00
			Vendor Subtotal:	3,060.00
5652-45-5652-62530	RITTMER INC July 2023 Landfill	08/15/2023	0	40,150.00
			Vendor Subtotal:	40,150.00
5652-45-5652-65320	EASTERN IOWA LIGHT & POWER CJuly Power - Ward	08/15/2023	0	95.72
5652-45-5652-65320	EASTERN IOWA LIGHT & POWER CJuly Power - Landfill	08/15/2023	0	84.01
			Vendor Subtotal:	179.73
			Subtotal for FUND: 5652	43,580.16
5658-45-5658-46200	RELIANCE STANDARD LIFE INS COAugust 2023 Life Insurance	08/01/2023	0	19.07

			Vendor Subtotal:		19.07
5658-45-5658-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023		08/01/2023	0	39.06
5658-45-5658-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023		08/01/2023	0	16.28
			Vendor Subtotal:		55.34
5658-45-5658-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	116.00
5658-45-5658-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	479.95
			Vendor Subtotal:		595.95
5658-45-5658-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Calcott	08/09/2023	0	38.84
			Vendor Subtotal:		38.84
5658-45-5658-52890	MARK A DIERCKS	Duplicate Keys	08/09/2023	0	40.00
			Vendor Subtotal:		40.00
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Filter	08/15/2023	0	8.81
			Vendor Subtotal:		8.81
5658-45-5658-52890	FASTENAL COMPANY	Nuts/Bolts	08/09/2023	0	9.80
			Vendor Subtotal:		9.80
5658-45-5658-52890	MENARDS (MUSC)	Gatorade	08/15/2023	0	35.01
			Vendor Subtotal:		35.01
5658-45-5658-52890	TCM BANK NA VISA	Hy-Vee - Gatorade/Water	08/15/2023	0	32.70
5658-45-5658-52890	TCM BANK NA VISA	Pearl City Tabacco - Ice	08/15/2023	0	9.98
			Vendor Subtotal:		42.68

5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST Laundry - Transfer	08/15/2023	0	11.51
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST Laundry - Transfer	08/09/2023	0	11.51
	Vendor Subtotal:			23.02
5658-45-5658-62270	SCOTT COUNTY WASTE COMMISSIMonitors/TV's	08/09/2023	0	3,409.00
	Vendor Subtotal:			3,409.00
5658-45-5658-62280	LIBERTY TIRE SERVICE OF OHIO LRecycle Tires	08/09/2023	0	3,163.80
	Vendor Subtotal:			3,163.80
5658-45-5658-62285	MICHAEL WEIKERT JR Scrap Appliance	08/15/2023	0	924.00
	Vendor Subtotal:			924.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC Temp Employee Wages 7/30/23	08/09/2023	0	182.70
	Vendor Subtotal:			182.70
5658-45-5658-62450	INTEGRATED TECHNOLOGY PARTSecurity	08/09/2023	0	19.95
	Vendor Subtotal:			19.95
5658-45-5658-62520	JON BRAUNS July 2023 Solid Waste	08/15/2023	0	23,184.00
5658-45-5658-62520	JON BRAUNS July 2023 Fuel Surcharge	08/15/2023	0	1,709.35
	Vendor Subtotal:			24,893.35
5658-45-5658-65210	MUSCATINE POWER & WATER July Phones - Transfer	08/15/2023	0	124.96
	Vendor Subtotal:			124.96
5658-45-5658-65220	MUSCATINE POWER & WATER July Phones - Transfer	08/15/2023	0	3.00
	Vendor Subtotal:			3.00

5658-45-5658-65310	ALLIANT ENERGY	July Gas - Transfer	08/09/2023	0	72.65
		Vendor Subtotal:			72.65
5658-45-5658-65320	MUSCATINE POWER & WATER	July Electric - Transfer	08/15/2023	0	3,065.27
		Vendor Subtotal:			3,065.27
5658-45-5658-65410	MUSCATINE POWER & WATER	July Water - Transfer	08/15/2023	0	109.91
		Vendor Subtotal:			109.91
5658-45-5658-65420	MUSCATINE POWER & WATER	July Sewer - Transfer	08/15/2023	0	14.07
5658-45-5658-65420	MUSCATINE POWER & WATER	July Sewer - Transfer	08/15/2023	0	268.69
		Vendor Subtotal:			282.76
5658-45-5658-67200	JEFF HACKETT ELECTRIC INC	Repair Burned Cable that Made Sump Pu	08/09/2023	0	2,621.00 00025044
		Vendor Subtotal:			2,621.00
5658-45-5658-69400	TCM BANK NA VISA	IRA - Membership Renewal	08/15/2023	0	300.00
		Vendor Subtotal:			300.00
5658-45-5658-69900	DAVID HARRIS	Leadership Training - Hartley	08/11/2023	0	500.00
5658-45-5658-69900	DAVID HARRIS	Leadership Training - Hitchcock/Barnard	08/11/2023	0	1,000.00
5658-45-5658-69900	DAVID HARRIS	Leadership Training - Fulton	08/11/2023	0	416.67
		Vendor Subtotal:			1,916.67
		Subtotal for FUND: 5658			41,957.54
5660-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023	Life Insurance	07/21/2023	0	1.20
		Vendor Subtotal:			1.20
5660-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023	Optional Life	07/07/2023	0	152.29

5660-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023 Optional Life	07/21/2023	0	154.78
5660-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023 Optional Life	07/07/2023	0	2.49
	Vendor Subtotal:			309.56
5660-00-0000-24400	TCM BANK NA VISA Irvan-Smith - Band Saw	08/15/2023	0	921.30
	Vendor Subtotal:			921.30
5660-00-0000-24400	IAS ENGINEERING VFD	08/11/2023	0	33,341.30
	Vendor Subtotal:			33,341.30
5660-00-0000-24400	GRASSHOPPER LAWN CARE & ALL July Mowing	08/11/2023	0	880.00
5660-00-0000-24400	GRASSHOPPER LAWN CARE & ALL July Mowing	08/11/2023	0	130.00
	Vendor Subtotal:			1,010.00
5660-50-5661-46200	RELIANCE STANDARD LIFE INS COAugust 2023 Life Insurance	08/01/2023	0	30.26
	Vendor Subtotal:			30.26
5660-50-5661-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	39.01
	Vendor Subtotal:			39.01
5660-50-5661-46700	MISSION SQUARE Non Union Annual RHS Payment	08/15/2023	0	290.00
	Vendor Subtotal:			290.00
5660-50-5661-51100	AMAZON.COM Binder Dividers	08/09/2023	0	27.20
5660-50-5661-51100	AMAZON.COM Bankers Boxes	08/09/2023	0	23.99
5660-50-5661-51100	AMAZON.COM Report Covers/Stapler	08/09/2023	0	25.41
	Vendor Subtotal:			76.60
5660-50-5661-51100	STOREY KENWORTHY / MATT PAR Office Supplies	08/09/2023	0	23.19 00025002

			Vendor Subtotal:		23.19
5660-50-5661-51300	STOREY KENWORTHY / MATT PAR	Toner	08/09/2023	0	137.31 00025002
			Vendor Subtotal:		137.31
5660-50-5661-61310	MUSCATINE POWER & WATER	July Sewer	08/15/2023	0	2,132.00
			Vendor Subtotal:		2,132.00
5660-50-5661-62370	GORDON FLESCH COMPANY	Copier	08/11/2023	0	15.90
			Vendor Subtotal:		15.90
5660-50-5661-69900	DAVID HARRIS	Leadership Training - J Koch	08/11/2023	0	416.67
			Vendor Subtotal:		416.67
5660-50-5662-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	51.44
			Vendor Subtotal:		51.44
5660-50-5662-46600	RELIANCE STANDARD LIFE INS COLTD	BW Insurance August 2023	08/01/2023	0	92.76
5660-50-5662-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	37.64
			Vendor Subtotal:		130.40
5660-50-5662-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	870.00
5660-50-5662-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	253.75
			Vendor Subtotal:		1,123.75
5660-50-5662-51200	AMAZON.COM	Books - The Last Drop/Safety Health & S	08/09/2023	0	63.45
			Vendor Subtotal:		63.45
5660-50-5662-51200	TCM BANK NA VISA	ISU - Books	08/15/2023	0	43.59

Vendor Subtotal:					43.59
5660-50-5662-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Dahnke	08/09/2023	0	105.58
Vendor Subtotal:					105.58
5660-50-5662-52400	MENARDS (MUSC)	Bleach/CLR/Duster	08/15/2023	0	37.26
Vendor Subtotal:					37.26
5660-50-5662-52720	TCM BANK NA VISA	Casey's - Fuel	08/15/2023	0	50.00
5660-50-5662-52720	TCM BANK NA VISA	Phililps 66 - Fuel	08/15/2023	0	83.12
Vendor Subtotal:					133.12
5660-50-5662-52830	ARNOLD MOTOR SUPPLY	Valve Tool/Screwdriver Cap/Hex Key Se	08/11/2023	0	17.93
Vendor Subtotal:					17.93
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	08/09/2023	0	50.00
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	08/09/2023	0	50.00
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	08/11/2023	0	50.00
Vendor Subtotal:					150.00
5660-50-5662-52890	MENARDS (MUSC)	Napkins/Plastic Silverware	08/15/2023	0	15.20
5660-50-5662-52890	MENARDS (MUSC)	Tape/Clipper	08/09/2023	0	31.85
Vendor Subtotal:					47.05
5660-50-5662-53120	MENARDS (MUSC)	Connector/Angle Plug	08/09/2023	0	42.79
Vendor Subtotal:					42.79
5660-50-5662-53130	MENARDS (MUSC)	Teflon Tape/Nipple/Elbow/PVC Cutter	08/09/2023	0	57.13
Vendor Subtotal:					57.13

5660-50-5662-53130	PLUMB SUPPLY COMPANY	PVC Pipe for Grit Building	08/11/2023	0	92.05 00025072
5660-50-5662-53130	PLUMB SUPPLY COMPANY	Tee/Coupling/Union/Flange	08/15/2023	0	66.75
5660-50-5662-53130	PLUMB SUPPLY COMPANY	Flange/Union/Coupling	08/15/2023	0	146.75
5660-50-5662-53130	PLUMB SUPPLY COMPANY	Coupling	08/15/2023	0	48.53
5660-50-5662-53130	PLUMB SUPPLY COMPANY	Plumbing for Grit building Water System	08/15/2023	0	310.04 00025118
Vendor Subtotal:					664.12
5660-50-5662-53210	ARNOLD MOTOR SUPPLY	Clamp	06/30/2023	0	3.69
Vendor Subtotal:					3.69
5660-50-5662-53210	GRAINGER DEPT 802675066	Washers/Bolt	08/09/2023	0	36.27
Vendor Subtotal:					36.27
5660-50-5662-53210	AMAZON.COM	Strap	08/09/2023	0	99.99
Vendor Subtotal:					99.99
5660-50-5662-53210	DRACO MECHANICAL SUPPLY INC	Gaskets	08/09/2023	0	380.20 00025049
5660-50-5662-53210	DRACO MECHANICAL SUPPLY INC	Shipping	08/09/2023	0	35.27
Vendor Subtotal:					415.47
5660-50-5662-53220	MENARDS (MUSC)	Pipe Plugs	08/09/2023	0	43.77
Vendor Subtotal:					43.77
5660-50-5662-53220	AMAZON.COM	HP 9015e Printer	08/11/2023	0	289.99 00025085
5660-50-5662-53220	AMAZON.COM	Air Hose Reel	08/11/2023	0	169.99 00025027
5660-50-5662-53220	AMAZON.COM	Rubber Whip Hose	08/11/2023	0	11.83
Vendor Subtotal:					471.81
5660-50-5662-61550	GENESIS HEALTH SYSTEM-OCC HLMRO Services - C Briones		08/09/2023	0	32.00
Vendor Subtotal:					32.00

5660-50-5662-61550	QUEST DIAGNOSTICS	Pre-Employment Drug Screen - B Brugm	06/30/2023	0	35.25
		Vendor Subtotal:			35.25
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF Rugs	08/09/2023	0	257.29
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF Rugs	06/30/2023	0	257.29
		Vendor Subtotal:			514.58
5660-50-5662-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	08/09/2023	0	45.00
		Vendor Subtotal:			45.00
5660-50-5662-65210	CLEARFLY	Phones - WRRF	08/15/2023	0	179.42
		Vendor Subtotal:			179.42
5660-50-5662-65260	VERIZON WIRELESS	July Cell Phones	08/11/2023	0	176.85
		Vendor Subtotal:			176.85
5660-50-5662-65310	ALLIANT ENERGY	July Gas - WRRF Plant	08/09/2023	0	579.72
5660-50-5662-65310	ALLIANT ENERGY	July Gas - Grit Bldg	08/09/2023	0	2,121.61
		Vendor Subtotal:			2,701.33
5660-50-5662-69900	DAVID HARRIS	Leadership Training - Cook/Dahnke	08/11/2023	0	1,000.00
		Vendor Subtotal:			1,000.00
5660-50-5663-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	17.26
		Vendor Subtotal:			17.26
5660-50-5663-46600	RELIANCE STANDARD LIFE INS COLTD	BW Insurance August 2023	08/01/2023	0	16.31
5660-50-5663-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	16.24

		Vendor Subtotal:			32.55
5660-50-5663-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	145.00
5660-50-5663-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
		Vendor Subtotal:			290.00
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Conduit	08/09/2023	0	51.42
		Vendor Subtotal:			51.42
5660-50-5663-53150	MARK A DIERCKS	Lock Set for Canon Lift Station	08/09/2023	0	155.00 00025043
		Vendor Subtotal:			155.00
5660-50-5663-53210	MOTION INDUSTRIES INC	Belts for Arbor Commons	08/09/2023	0	119.88 00024985
5660-50-5663-53210	MOTION INDUSTRIES INC	Freight	08/09/2023	0	18.35
		Vendor Subtotal:			138.23
5660-50-5663-65260	VERIZON WIRELESS	July Cell Phones	08/11/2023	0	176.84
		Vendor Subtotal:			176.84
5660-50-5663-65310	ALLIANT ENERGY	July Gas - Schley	08/09/2023	0	35.38
		Vendor Subtotal:			35.38
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Mad Creek	08/11/2023	0	1,189.14
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Samspon	08/11/2023	0	78.81
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Papoose	08/11/2023	0	2,574.96
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Isett	08/11/2023	0	1,896.15
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Love's	08/11/2023	0	283.74
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Stewart	08/11/2023	0	445.74
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Arbor Commons	08/11/2023	0	35.67
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - 57th	08/11/2023	0	102.26
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Tipton	08/11/2023	0	206.33
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Canon	08/09/2023	0	142.42
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Spinning Wheel	08/11/2023	0	37.16

5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Houser	08/11/2023	0	91.02
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Slough	08/11/2023	0	107.83
5660-50-5663-65320	MUSCATINE POWER & WATER	July Electric - Sunset	08/11/2023	0	86.63
Vendor Subtotal:					7,277.86
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Mad Creek	08/11/2023	0	71.08
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Samspon	08/11/2023	0	21.28
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Papoose	08/11/2023	0	82.12
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Isett	08/11/2023	0	92.04
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Love's	08/11/2023	0	90.16
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Stewart	08/11/2023	0	26.37
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Arbor Commons	08/11/2023	0	25.52
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - 57th	08/11/2023	0	21.28
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Tipton	08/11/2023	0	22.12
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Canon	08/09/2023	0	42.54
5660-50-5663-65410	MUSCATINE POWER & WATER	July Water - Houser	08/11/2023	0	23.80
Vendor Subtotal:					518.31
5660-50-5663-67130	KONECRANES INC.	Papoose Crane Troubleshooting	08/15/2023	0	1,690.50 00025083
Vendor Subtotal:					1,690.50
5660-50-5663-67130	DAVENPORT ELECTRIC CONTRACTORS	Install Potentionmeters and HOA Switches	08/09/2023	0	1,075.91 00025041
5660-50-5663-67130	DAVENPORT ELECTRIC CONTRACTORS	Troubleshoot Transfer Switch for Generators	08/09/2023	0	396.00 00025053
Vendor Subtotal:					1,471.91
5660-50-5663-74200	ELECTRIC PUMP	Pumps for Miles and Tipton Lift Stations	08/11/2023	0	11,667.52 00024966
Vendor Subtotal:					11,667.52
5660-50-5665-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	25.89
Vendor Subtotal:					25.89
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	LTD BW Insurance August 2023	08/01/2023	0	31.20
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	LTD Insurance August 2023	08/01/2023	0	22.56

		Vendor Subtotal:			53.76
5660-50-5665-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	435.00
5660-50-5665-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
		Vendor Subtotal:			580.00
5660-50-5665-52210	AIRGAS USA LLC	Argon	08/11/2023	0	365.84 00024934
5660-50-5665-52210	AIRGAS USA LLC	Shipping	08/11/2023	0	31.20
5660-50-5665-52210	AIRGAS USA LLC	Compressed Air	08/11/2023	0	77.96 00024934
		Vendor Subtotal:			475.00
5660-50-5665-52210	FISHER SCIENTIFIC	Large Tip Pipettes	06/30/2023	0	288.70 00023643
5660-50-5665-52210	FISHER SCIENTIFIC	Shipping	06/30/2023	0	18.76
		Vendor Subtotal:			307.46
5660-50-5665-52210	HACH COMPANY	ezCOD Recycling Service	08/11/2023	0	402.00 00024962
5660-50-5665-52210	HACH COMPANY	Freight	08/11/2023	0	16.00
		Vendor Subtotal:			418.00
5660-50-5665-52210	MENARDS (MUSC)	Lab Water	08/09/2023	0	16.13
		Vendor Subtotal:			16.13
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	08/09/2023	0	805.62 00024963
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Evaporation Crucible Porcelain	08/09/2023	0	89.25
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Macrotip	08/11/2023	0	150.25
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Weigh Dish Smooth	08/11/2023	0	269.74
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Sulfide Standard	08/15/2023	0	39.81
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Reagent Set for ManVere2 Total Harness	08/15/2023	0	76.93
		Vendor Subtotal:			1,431.60
5660-50-5665-52210	SCP SCIENCE	DigiFilter 50mL Tubes	08/09/2023	0	462.00 00024980

		Vendor Subtotal:			462.00
5660-50-5665-52210	ULINE	Self Seal Bubble Bags	08/09/2023	0	160.45 00024933
		Vendor Subtotal:			160.45
5660-50-5665-52210	TCM BANK NA VISA	Power Supply	08/15/2023	0	184.00 00024863
		Vendor Subtotal:			184.00
5660-50-5665-52400	MENARDS (MUSC)	Mop Refill/Sponge	08/15/2023	0	26.11
		Vendor Subtotal:			26.11
5660-50-5665-53220	MENARDS (MUSC)	Dolly	08/15/2023	0	11.22
		Vendor Subtotal:			11.22
5660-50-5665-53220	SCP SCIENCE	Glass Bottles	08/09/2023	0	1,827.48 00024980
5660-50-5665-53220	SCP SCIENCE	Freight	08/09/2023	0	61.00
		Vendor Subtotal:			1,888.48
5660-50-5665-62510	PHENOVA INC	Lab Testing	08/11/2023	0	486.50 00024900
		Vendor Subtotal:			486.50
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	08/09/2023	0	44.50
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	08/11/2023	0	161.25
		Vendor Subtotal:			205.75
5660-50-5665-63300	AIRGAS USA LLC	Cylinder Rental	08/15/2023	0	60.91
		Vendor Subtotal:			60.91
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF Lab Coats	08/09/2023	0	27.16

5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST Laundry - WRRF Lab Coats	06/30/2023	0	27.16
	Vendor Subtotal:			54.32
5660-50-5666-46200	RELIANCE STANDARD LIFE INS COAugust 2023 Life Insurance	08/01/2023	0	9.39
	Vendor Subtotal:			9.39
5660-50-5666-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023	08/01/2023	0	51.63
	Vendor Subtotal:			51.63
5660-50-5666-46700	MISSION SQUARE BW Union Annual RHS Payment	08/15/2023	0	435.00
	Vendor Subtotal:			435.00
5660-50-5666-52830	TCM BANK NA VISA Farm & Fleet - Tools	08/15/2023	0	70.87
	Vendor Subtotal:			70.87
5660-50-5666-53210	PLETCHER ENTERPRISES INC Steel	08/11/2023	0	65.16
	Vendor Subtotal:			65.16
5660-50-5666-53220	ARNOLD MOTOR SUPPLY Brake Cleaner/Wrench	08/09/2023	0	96.57
5660-50-5666-53220	ARNOLD MOTOR SUPPLY Hydraulic Hose for Harbor Dredge	08/09/2023	0	139.06 00024971
5660-50-5666-53220	ARNOLD MOTOR SUPPLY Kit	08/09/2023	0	34.99
	Vendor Subtotal:			270.62
5660-50-5666-53220	POWER PROCESS EQUIPMENT INC Salami Hydraulic Gear Pump	08/15/2023	0	1,013.00 00024886
5660-50-5666-53220	POWER PROCESS EQUIPMENT INC Delivery	08/15/2023	0	25.95
	Vendor Subtotal:			1,038.95
5660-50-5666-65320	EASTERN IOWA LIGHT & POWER CJuly Power - Musser	08/11/2023	0	170.84
	Vendor Subtotal:			170.84

5660-50-5666-67320	ARNOLD MOTOR SUPPLY	Fittings	08/09/2023	0	87.01
		Vendor Subtotal:			87.01
5660-50-5666-69900	DEAN SCHLAPKOHL	Reimb CDL - D Schlapkohl	08/15/2023	0	12.00
		Vendor Subtotal:			12.00
5660-50-5666-74200	MSC INDUSTRIAL SUPPLY	Werner 16' x 12" Planking	06/30/2023	0	1,825.88 00024741
		Vendor Subtotal:			1,825.88
5660-50-5668-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	3.13
		Vendor Subtotal:			3.13
5660-50-5668-46600	RELIANCE STANDARD LIFE INS CO	TD BW Insurance August 2023	08/01/2023	0	16.31
		Vendor Subtotal:			16.31
5660-50-5668-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	145.00
		Vendor Subtotal:			145.00
5660-50-5668-52750	BLUE FLAME PROPANE LLC	Propane	06/30/2023	0	237.00
		Vendor Subtotal:			237.00
5660-50-5668-53220	GRAINGER DEPT 802675066	Coupling	08/11/2023	0	16.66
		Vendor Subtotal:			16.66
5660-50-5668-67320	SCOTT EQUIPMENT CO	Clamp/Nut Hex	08/11/2023	0	315.10
		Vendor Subtotal:			315.10
5660-50-5668-69900	DAVID HARRIS	Leadership Training - J Allen	08/11/2023	0	416.67

Vendor Subtotal:				416.67
Subtotal for FUND: 5660				82,724.92
5664-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023 Life Insurance	07/21/2023	0	0.22
Vendor Subtotal:				0.22
5664-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023 Optional Life	07/07/2023	0	35.68
5664-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023 Optional Life	07/21/2023	0	35.86
5664-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023 Optional Life	07/07/2023	0	0.18
Vendor Subtotal:				71.72
5664-40-5664-46200	RELIANCE STANDARD LIFE INS COAugust 2023 Life Insurance	08/01/2023	0	31.63
Vendor Subtotal:				31.63
5664-40-5664-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	24.60
5664-40-5664-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023	08/01/2023	0	65.14
Vendor Subtotal:				89.74
5664-40-5664-46700	MISSION SQUARE Non Union Annual RHS Payment	08/15/2023	0	265.35
5664-40-5664-46700	MISSION SQUARE BW Union Annual RHS Payment	08/15/2023	0	580.00
Vendor Subtotal:				845.35
5664-40-5664-51100	AMAZON.COM Logitech Wireless Mouse and Keyboard	08/09/2023	0	27.99 00024946
5664-40-5664-51100	AMAZON.COM 5 TB External Hard Drive	08/09/2023	0	109.99 00024946
5664-40-5664-51100	AMAZON.COM Shipping	08/09/2023	0	6.99
Vendor Subtotal:				144.97
5664-40-5664-52300	TCM BANK NA VISA Harbor Freight - Gloves	08/15/2023	0	24.90
Vendor Subtotal:				24.90

5664-40-5664-52300	JOHN DEERE FINANCIAL	Reimb Shoes - Z Etzel	08/09/2023	0	129.99
		Vendor Subtotal:			129.99
5664-40-5664-52720	TCM BANK NA VISA	Casey's - Fuel	08/15/2023	0	57.11
5664-40-5664-52720	TCM BANK NA VISA	Kwik Star - Fuel	08/15/2023	0	45.70
		Vendor Subtotal:			102.81
5664-40-5664-52890	MENARDS (MUSC)	Lock Nut/Washer	08/09/2023	0	7.03
		Vendor Subtotal:			7.03
5664-40-5664-65260	US CELLULAR	August Cell Phones	08/11/2023	0	52.73
		Vendor Subtotal:			52.73
5664-40-5664-65275	VERIZON WIRELESS	Ipads	08/09/2023	0	80.08
		Vendor Subtotal:			80.08
5664-40-5664-74200	MACQUEEN EQUIPMENT INC	Sewer Main Line Camera	06/30/2023	0	124,598.27 00024486
		Vendor Subtotal:			124,598.27
5664-50-5667-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	7.31
		Vendor Subtotal:			7.31
5664-50-5667-46600	RELIANCE STANDARD LIFE INS CO	LT Insurance August 2023	08/01/2023	0	10.01
		Vendor Subtotal:			10.01
5664-50-5667-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	84.10
		Vendor Subtotal:			84.10

Subtotal for FUND: 5664					126,280.86
5711-10-5711-52710	CARVER AERO INC	Fuel	08/11/2023	0	39.29
Vendor Subtotal:					39.29
5711-10-5711-65310	ALLIANT ENERGY	July Gas - Airport	08/11/2023	0	33.53
Vendor Subtotal:					33.53
5711-10-5711-65320	MUSCATINE POWER & WATER	July Electric - Airport Comm	08/11/2023	0	47.12
5711-10-5711-65320	MUSCATINE POWER & WATER	July Electric - Airport Lights	08/11/2023	0	35.67
5711-10-5711-65320	MUSCATINE POWER & WATER	July Electric - Airport Comm	08/11/2023	0	32.14
5711-10-5711-65320	MUSCATINE POWER & WATER	July Electric - Airport Runway	08/11/2023	0	16.25
5711-10-5711-65320	MUSCATINE POWER & WATER	July Electric - Airport Gate	08/11/2023	0	39.42
Vendor Subtotal:					170.60
Subtotal for FUND: 5711					243.42
5811-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023	Life Insurance	07/21/2023	0	0.40
Vendor Subtotal:					0.40
5811-00-0000-24400	BOUND TREE MEDICAL LLC	G3 Breather	08/11/2023	0	561.98
Vendor Subtotal:					561.98
5811-20-5811-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	17.74
Vendor Subtotal:					17.74
5811-20-5811-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	23.42
Vendor Subtotal:					23.42
5811-20-5811-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00

Vendor Subtotal:					145.00
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Syringe Attachment	08/09/2023	0	64.50
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Extraction Collars	08/09/2023	0	46.29
5811-20-5811-52840	BOUND TREE MEDICAL LLC	StatPacks G3 Universal Cell	08/09/2023	0	403.30 00025005
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2120-30100 Tactical Bougie	08/09/2023	0	179.80 00024861
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2113-20320 Uncuffed Endotracheal Tu	08/09/2023	0	13.90 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evider	08/09/2023	0	59.62 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2113-10260 Curaplex Select Endotrach	08/09/2023	0	15.00 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2212-11200 Curaplex Disposable Hydr	08/09/2023	0	11.13 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2120-21282 Bougie-To-Go ET Tube In	08/09/2023	0	103.90 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14685 Curaplex Select Nasophary	08/09/2023	0	28.70 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#020040 Tracheotomy Device Adult 4.0l	08/09/2023	0	723.52 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#R1115 Pro-Vac Sharps Container Tube	08/09/2023	0	33.95 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84230 Curaplex CuraSlide XC Sa	08/09/2023	0	89.00 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#30050 Curaplex Nasal Cannula Green /	08/09/2023	0	13.00 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#36627 Curaplex Bag Assist Nebulizer K	08/09/2023	0	65.95 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2211-04690 Yankauer Suction Handle :	08/09/2023	0	7.95 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84245 Curaplex CuraSlide XC Sa	08/09/2023	0	89.00 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#36092 Curaplex Suction Catheter 10fr	08/09/2023	0	1.50 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#313-4602NCEA GO-PAP Kit with Neb	08/09/2023	0	869.90 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14660 Curaplex Select Nasophary	08/09/2023	0	28.70 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#36094 Curaplex Suction Catheter 14fr	08/09/2023	0	0.75 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#792-1-1508-90EA Color Coded Bermar	08/09/2023	0	3.90 00025069
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#661121 SAM Splint Standard Roll Ora	08/15/2023	0	10.59 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#661469MS Curaplex Transparent IV Di	08/15/2023	0	83.16 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evider	08/15/2023	0	89.43 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2114-44434 King LTS-D Supraglottic /	08/15/2023	0	29.00 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#16383 Physio-Control Multi-Function I	08/15/2023	0	99.36 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84245 Curaplex CuraSlide XC Sa	08/15/2023	0	89.00 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#065-520-611-010 SPUR II BVM with F	08/15/2023	0	131.99 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2113-10270 Curaplex Select Endotrach	08/15/2023	0	15.00 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#533-MS-TTIBX Perforated Plastic Trai	08/15/2023	0	82.45 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1121-03614 Co-Flex NL Cohesive Ban	08/15/2023	0	26.70 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-51418 Masimo SET M-LNCS Ne	08/15/2023	0	449.80 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1850-80424 Unifusor Disposable Press	08/15/2023	0	37.99 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#16384 Physio-Control Multi-Function I	08/15/2023	0	94.95 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#952000 Rapid Cold Disposable Ice Pac	08/15/2023	0	32.19 00025136
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Return	06/30/2023	0	-633.04
Vendor Subtotal:					3,491.83

5811-20-5811-52840	S.J. SMITH CO.	Oxygen	08/15/2023	0	98.58
		Vendor Subtotal:			98.58
5811-20-5811-52840	WESTER DRUG	July 2023	08/09/2023	0	25.00
		Vendor Subtotal:			25.00
5811-20-5811-52840	AMAZON.COM	Thermometer	08/15/2023	0	49.43
		Vendor Subtotal:			49.43
5811-20-5811-52840	TCM BANK NA VISA	BW Clip 2 year CO Single Gas Detector	08/15/2023	0	198.00 00024823
		Vendor Subtotal:			198.00
5811-20-5811-52890	AMAZON.COM	Phone Charger	08/15/2023	0	35.80
		Vendor Subtotal:			35.80
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	5w40 Synthetic Engine Oil Qt- Service S	08/09/2023	0	94.12 00025024
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Air Filter WA10906- Service Squad 352	08/09/2023	0	25.25 00025024
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Universal Lift Support	08/15/2023	0	18.64
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Washer Fluid/Tape	08/09/2023	0	60.75
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Lights	08/09/2023	0	28.84
		Vendor Subtotal:			227.60
5811-20-5811-61340	TCM BANK NA VISA	Quicken - Quicken Software for Billing A	08/15/2023	0	128.27
		Vendor Subtotal:			128.27
5811-20-5811-62290	STERICYCLE INC	Shredding	08/09/2023	0	35.54
		Vendor Subtotal:			35.54
5811-20-5811-64200	EASTERN IA COMMUNITY COLLEGE	BLS Contract	08/09/2023	0	24.00

			Vendor Subtotal:		24.00
5811-20-5811-64200	TCM BANK NA VISA	Iowa EMS Assoc - Billing Conference Ex	08/15/2023	0	250.00
			Vendor Subtotal:		250.00
5811-20-5811-64400	TCM BANK NA VISA	Subway - Transfer Meal (2)	08/15/2023	0	18.04
5811-20-5811-64400	TCM BANK NA VISA	Pizza Hut - Transfer Meal (2)	08/15/2023	0	24.95
5811-20-5811-64400	TCM BANK NA VISA	The Flying Wienie - Transfer Meal (2)	08/15/2023	0	29.59
5811-20-5811-64400	TCM BANK NA VISA	Big Head Burger - Transfer Meal (2)	08/15/2023	0	22.88
			Vendor Subtotal:		95.46
5811-20-5811-64600	MUSCATINE COMMUNITY COLLEGE	Balance of Paramedic Tuition - Fleming	08/09/2023	0	187.20
			Vendor Subtotal:		187.20
5811-20-5811-65260	AT&T MOBILITY	July Cell Phones	08/09/2023	0	392.18
			Vendor Subtotal:		392.18
5811-20-5811-67130	CURRY'S RD TRUCK & TRAILER REPAIRS	Emergency Repairs to Ambulance #351 -	08/15/2023	0	786.65 00025165
			Vendor Subtotal:		786.65
5811-20-5811-67140	A-1 QUALITY TIRE & CAR CARE	Mount & Dismount Tires	08/09/2023	0	90.00 00024843
5811-20-5811-67140	A-1 QUALITY TIRE & CAR CARE	General Grabber Tires for Ambulance #3.	08/09/2023	0	1,398.00 00024843
5811-20-5811-67140	A-1 QUALITY TIRE & CAR CARE	Additional Valve Stems	08/09/2023	0	36.00
			Vendor Subtotal:		1,524.00
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	Copier	08/09/2023	0	38.56
			Vendor Subtotal:		38.56
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	Copier	08/15/2023	0	206.20

			Vendor Subtotal:		206.20
5811-20-5811-67320	STRYKER SALES CORPORATION	Annual Contract Final Payment	08/09/2023	0	7,650.00
			Vendor Subtotal:		7,650.00
5811-20-5811-67320	VENTEC LIFE SYSTEMS SALES	10K PM Service V+C+S+N+PRO Item: 5	08/15/2023	0	713.03 00024864
			Vendor Subtotal:		713.03
5811-20-5811-69400	TCM BANK NA VISA	National Registry EMT - Paramedic Initia	08/15/2023	0	160.00
5811-20-5811-69400	TCM BANK NA VISA	IL Dept Public Health - IL EMT License	08/15/2023	0	97.14
5811-20-5811-69400	TCM BANK NA VISA	National Registry EMT - Paramedic Fee	08/15/2023	0	160.00
5811-20-5811-69400	TCM BANK NA VISA	IL Dept Public Health - Illinois EMT Lic	08/15/2023	0	97.14
			Vendor Subtotal:		514.28
			Subtotal for FUND: 5811		17,420.15
5831-25-5831-65100	TCM BANK NA VISA	Constant Contact - CSK Advertising	08/15/2023	0	110.00
			Vendor Subtotal:		110.00
			Subtotal for FUND: 5831		110.00
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023	Optional Life	07/07/2023	0	0.68
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.07.2023	Optional Life	07/07/2023	0	46.32
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.07.2023	Optional Life	07/21/2023	0	47.00
			Vendor Subtotal:		94.00
7625-40-7625-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	23.77
			Vendor Subtotal:		23.77
7625-40-7625-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	16.56
7625-40-7625-46600	RELIANCE STANDARD LIFE INS COLTD	BW Insurance August 2023	08/01/2023	0	50.12

			Vendor Subtotal:		66.68
7625-40-7625-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
7625-40-7625-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	435.00
			Vendor Subtotal:		580.00
7625-40-7625-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - E Huthmacher	06/30/2023	0	134.17
			Vendor Subtotal:		134.17
7625-40-7625-52400	MENARDS (MUSC)	Handsoap	08/09/2023	0	9.98
			Vendor Subtotal:		9.98
7625-40-7625-52720	BLICK & BLICK OIL INC	Gas for Tank #2	08/09/2023	0	22,431.00 00025095
7625-40-7625-52720	BLICK & BLICK OIL INC	Gas for Tank #2	08/09/2023	0	0.38
			Vendor Subtotal:		22,431.38
7625-40-7625-52740	NAPA OF MUSCATINE	Oil	08/09/2023	0	97.86
			Vendor Subtotal:		97.86
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Oil Filter	08/11/2023	0	13.23
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filters/Wipers for Stock	08/15/2023	0	142.66 00025166
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Air Filter	08/15/2023	0	6.60
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Heater Relay	08/15/2023	0	10.38
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filter	08/15/2023	0	13.23
			Vendor Subtotal:		186.10
7625-40-7625-53210	IOWA DEPT OF TRANSPORTATION	Blades for Stock	08/09/2023	0	360.05
			Vendor Subtotal:		360.05
7625-40-7625-53210	MENARDS (MUSC)	Clamps	08/09/2023	0	8.58

			Vendor Subtotal:		8.58
7625-40-7625-53210	NAPA OF MUSCATINE	Filter	08/11/2023	0	54.36
			Vendor Subtotal:		54.36
7625-40-7625-53210	REEVES BATTERY SALES	Solenoid	08/09/2023	0	50.00
			Vendor Subtotal:		50.00
7625-40-7625-53210	THOMAS BUS SALES OF IOWA INC	Sissor Latch	08/15/2023	0	292.96
			Vendor Subtotal:		292.96
7625-40-7625-53210	CARQUEST OF MUSCATINE	Brake Clean	08/15/2023	0	97.65
			Vendor Subtotal:		97.65
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	06/30/2023	0	-3.91
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	08/09/2023	0	-46.68
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	08/09/2023	0	-87.68
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	08/11/2023	0	-139.01
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Core Return	08/15/2023	0	-50.00
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Fittings	06/30/2023	0	5.20
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Brake Hydraulic Hose	08/09/2023	0	44.62
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Suspension Ball Joint	08/09/2023	0	120.98
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Caliper Pads #105	08/09/2023	0	182.08
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Canister Vent Valve	08/11/2023	0	42.85
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Brake Fluid	08/11/2023	0	19.44
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Coupler	08/11/2023	0	17.58
			Vendor Subtotal:		105.47
7625-40-7625-53220	PLETCHER ENTERPRISES INC	Strip for 129	06/30/2023	0	145.20 00024722
7625-40-7625-53220	PLETCHER ENTERPRISES INC	Strip for 129	06/30/2023	0	6.71
			Vendor Subtotal:		151.91
7625-40-7625-53220	MACQUEEN EQUIPMENT INC	Gutter Brooms for 70	08/09/2023	0	492.18 00025037

7625-40-7625-53220	MACQUEEN EQUIPMENT INC	Shipping	08/09/2023	0	68.50
7625-40-7625-53220	MACQUEEN EQUIPMENT INC	Wires for Brooms on #70	06/30/2023	0	298.00 00024120
Vendor Subtotal:					858.68
7625-40-7625-53220	NAPA OF MUSCATINE	Brake Pads for 927	08/11/2023	0	149.19 00025007
7625-40-7625-53220	NAPA OF MUSCATINE	Axle Shaft Seal	08/09/2023	0	31.48
7625-40-7625-53220	NAPA OF MUSCATINE	PSF	08/11/2023	0	21.59
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	08/11/2023	0	36.40
Vendor Subtotal:					238.66
7625-40-7625-53220	O'REILLY AUTOMOTIVE INC	Relay	08/11/2023	0	9.55
Vendor Subtotal:					9.55
7625-40-7625-53220	RAINBO OIL CO-JET BULK OIL	55 Gallon Drums of DEF	08/15/2023	0	89.80 00025051
Vendor Subtotal:					89.80
7625-40-7625-53220	REEVES BATTERY SALES	Batteries for 253	08/09/2023	0	240.00 00025109
7625-40-7625-53220	REEVES BATTERY SALES	Battery for 260	08/09/2023	0	150.00 00025110
Vendor Subtotal:					390.00
7625-40-7625-53220	TITAN MACHINERY INC	Outrigger Pads for 149	08/09/2023	0	232.00 00025000
Vendor Subtotal:					232.00
7625-40-7625-53220	TRUCK COUNTRY OF IOWA	Drive Wheel Set	08/15/2023	0	646.88
Vendor Subtotal:					646.88
7625-40-7625-53220	TRUCKS UNLIMITED INC	Hub Cap	08/11/2023	0	19.33
Vendor Subtotal:					19.33
7625-40-7625-53220	AMAZON.COM	Breakaway Valve	08/09/2023	0	95.13

Vendor Subtotal:					95.13
7625-40-7625-53220	TCM BANK NA VISA	Winch for 127	08/15/2023	0	675.16 00024833
7625-40-7625-53220	TCM BANK NA VISA	Winch for 127	08/15/2023	0	3.38
Vendor Subtotal:					678.54
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Fuel Pumps for 750	08/09/2023	0	692.72 00024898
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Fuel Pumps for 750	08/09/2023	0	133.81
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Fuel Pumps/Gaskets for 746	08/09/2023	0	743.08 00025026
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Fuel Pumps/Gaskets for 746	08/09/2023	0	10.24
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Fuel Pumps/Gaskets for 702	08/09/2023	0	743.08 00025025
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Harness	08/09/2023	0	68.55
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Tail Light Assembly for #756 and #752	08/09/2023	0	1,004.71 00025068
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Spord Lamp	08/15/2023	0	502.48
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Return Harness	08/09/2023	0	-39.79
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Return	08/15/2023	0	-502.23
Vendor Subtotal:					3,356.65
7625-40-7625-53220	MAC'S TRAILERS	5200 lb. Brake Axles 4" drop/73" Spring	06/30/2023	0	950.00 00024676
7625-40-7625-53220	MAC'S TRAILERS	15" 8 ply 6 x 5.5 Tires/Wheels	06/30/2023	0	600.00 00024676
7625-40-7625-53220	MAC'S TRAILERS	Hanger Kit	06/30/2023	0	50.00 00024676
7625-40-7625-53220	MAC'S TRAILERS	Trailer Fenders	08/11/2023	0	50.00
Vendor Subtotal:					1,650.00
7625-40-7625-62530	CENTRAL PETROLEUM EQUIP CO	Annual DNR Inspection	08/15/2023	0	225.00 00025162
Vendor Subtotal:					225.00
7625-40-7625-62530	PIPECO, INC	Pump Water Tank #2	08/15/2023	0	615.00
Vendor Subtotal:					615.00
7625-40-7625-64700	DAVID HARRIS	Leadership Training - Moeller	08/11/2023	0	416.67
Vendor Subtotal:					416.67

7625-40-7625-67130	INTERSTATE POWER SYTEMS INC	Replace Seep Sensor and Wire in 439	08/09/2023	0	2,222.03 00025093
		Vendor Subtotal:			2,222.03
7625-40-7625-67130	WANCO INC	Fix Sign Board Panel 133	08/11/2023	0	304.00 00025045
7625-40-7625-67130	WANCO INC	Freight	08/11/2023	0	32.00
		Vendor Subtotal:			336.00
7625-40-7625-67130	RDO TRUCK CENTERS	Prepare for in Frame Overhaul 437	08/11/2023	0	2,320.93 00025150
		Vendor Subtotal:			2,320.93
7625-40-7625-67130	GARAGE 5SIX3	Alignment for 105	08/15/2023	0	194.40 00025173
		Vendor Subtotal:			194.40
7625-40-7625-67130	EMAG MUSCATINE FD LLC	Repairs to 716	08/11/2023	0	655.19 00025070
		Vendor Subtotal:			655.19
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	4 Rear Tires for 904	08/09/2023	0	642.20 00024894
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Clamp	08/09/2023	0	24.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Mount Tires for RC Trailers	08/09/2023	0	105.00 00025106
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	08/09/2023	0	88.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 434	08/15/2023	0	195.00 00025126
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	08/15/2023	0	28.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	4 Tires for 927	08/15/2023	0	640.00 00025128
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	4 Tires for 927	08/15/2023	0	26.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for Tahoe Stock	08/15/2023	0	760.00 00025168
		Vendor Subtotal:			2,509.20
7625-40-7625-67140	EASTERN IOWA TIRE INC	5 Bus Tires for Stock	08/09/2023	0	617.95 00025023
7625-40-7625-67140	EASTERN IOWA TIRE INC	4 11R22.5 Drive Caps	08/09/2023	0	959.80 00025023
		Vendor Subtotal:			1,577.75
		Subtotal for FUND: 7625			44,082.31

7921-00-7921-46400	IMWCA	Work Comp Install #2	08/09/2023	0	13,051.00
		Vendor Subtotal:			13,051.00
7921-00-7921-69900	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Calcott	08/09/2023	0	38.84
7921-00-7921-69900	PHELPS CUSTOM IMAGE WEAR	Uniforms - B Lanfier	08/09/2023	0	71.12
		Vendor Subtotal:			109.96
7921-00-7921-69900	RELIANCE STANDARD LIFE INS CO	Janssen Life Deduct Refund	08/01/2023	0	0.40
		Vendor Subtotal:			0.40
7921-00-7921-69900	LECLAIRE COMMUNITY LIBRARY	Reimb - Way Down Deep	08/15/2023	0	16.00
		Vendor Subtotal:			16.00
7921-00-7921-69900	TCM BANK NA VISA	Mailchimp - E-Newsletter Tax	08/15/2023	0	7.00
7921-00-7921-69900	TCM BANK NA VISA	AllData - Annual Renewal	08/15/2023	0	1,500.00
7921-00-7921-69900	TCM BANK NA VISA	AllData - Annual Renewal Refund	08/15/2023	0	-1,500.00
7921-00-7921-69900	TCM BANK NA VISA	Oxobot - Tax Refund	08/15/2023	0	-61.25
7921-00-7921-69900	TCM BANK NA VISA	Specialty Store - Tax Refund	08/15/2023	0	-27.30
7921-00-7921-69900	TCM BANK NA VISA	AT & T - Fraud	08/15/2023	0	537.47
7921-00-7921-69900	TCM BANK NA VISA	AT & T - Fraud Credit	08/15/2023	0	-537.47
7921-00-7921-69900	TCM BANK NA VISA	Apple - Monthly Cloud Tax	08/15/2023	0	0.21
7921-00-7921-69900	TCM BANK NA VISA	Pizza Hut - Transfer Meal (2) Tip Overag	08/15/2023	0	1.19
		Vendor Subtotal:			-80.15
		Subtotal for FUND: 7921			13,097.21
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	20.49
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	16.97
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	6.00
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	13.14
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	7.03
		Vendor Subtotal:			63.63

7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023	08/01/2023	0	3.19
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023	08/01/2023	0	11.17
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD BW Insurance August 2023	08/01/2023	0	1.60
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	26.17
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	25.44
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	10.25
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	14.34
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	9.46

Vendor Subtotal:	101.62
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7940-00-7940-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	174.00
7940-00-7940-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	101.50
7940-00-7940-46700	MISSION SQUARE	BW Union Annual RHS Payment	08/15/2023	0	159.50
7940-00-7940-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	275.50
7940-00-7940-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	224.75
7940-00-7940-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	217.50
7940-00-7940-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	145.00
7940-00-7940-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	108.75

Vendor Subtotal:	1,406.50
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Subtotal for FUND: 7940	1,571.75
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7942-00-7942-46200	RELIANCE STANDARD LIFE INS COAugust 2023 Life Insurance	08/01/2023	0	1.29
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Vendor Subtotal:	1.29
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7942-00-7942-46600	RELIANCE STANDARD LIFE INS COLTD Insurance August 2023	08/01/2023	0	1.49
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Vendor Subtotal:	1.49
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7942-00-7942-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	14.50
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Vendor Subtotal:	14.50
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Subtotal for FUND: 7942	17.28
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8142-10-8142-61660	BI-STATE REGIONAL COMMISSION	Requistions for Funds Muscatine CDBG-	06/30/2023	0	2,602.66
		Vendor Subtotal:			2,602.66
		Subtotal for FUND: 8142			2,602.66
8180-90-8180-46200	RELIANCE STANDARD LIFE INS CO	August 2023 Life Insurance	08/01/2023	0	3.13
		Vendor Subtotal:			3.13
8180-90-8180-46600	RELIANCE STANDARD LIFE INS COLTD	Insurance August 2023	08/01/2023	0	5.34
		Vendor Subtotal:			5.34
8180-90-8180-46700	MISSION SQUARE	Non Union Annual RHS Payment	08/15/2023	0	72.50
		Vendor Subtotal:			72.50
8180-90-8180-68300	KUNDEL LAW OFFICE	Down Payment Assistanc E Birch	08/11/2023	0	2,185.00
		Vendor Subtotal:			2,185.00
8180-90-8180-68300	EICHELBERGER LAW OFFICE	Down Payment Assistance - T Cox	08/11/2023	0	2,500.00
		Vendor Subtotal:			2,500.00
		Subtotal for FUND: 8180			4,765.97
8370-00-0000-24400	MIDWEST ALARM SERVICES	PSB Access Control	08/09/2023	0	21,088.38
		Vendor Subtotal:			21,088.38
8370-00-8370-73900	MIDWEST ALARM SERVICES	PW Programming	06/30/2023	0	8,625.50
		Vendor Subtotal:			8,625.50
8370-00-8370-74200	MENARDS (MUSC)	Roofing Nail	08/09/2023	0	13.49

		Vendor Subtotal:			13.49
8370-00-8370-74260	CIVICPLUS	Self-Publishing Software Subscription	08/09/2023	0	2,500.00 00024846
8370-00-8370-74260	CIVICPLUS	MuniPro Subscription	08/09/2023	0	295.00 00024846
8370-00-8370-74260	CIVICPLUS	Self-Publishing Software Database Setup	08/09/2023	0	1,000.00 00024846
		Vendor Subtotal:			3,795.00
		Subtotal for FUND: 8370			33,522.37
8400-05-8400-74200	MUSCATINE LAWN & POWER	2023 Hustler Super Z	08/09/2023	0	13,908.16 00024969
		Vendor Subtotal:			13,908.16
		Subtotal for FUND: 8400			13,908.16
8711-01-8711-69300	Riverview Hotel Development	TIF Rebate FY23 Pmt #3	06/30/2023	0	5,200.75
		Vendor Subtotal:			5,200.75
		Subtotal for FUND: 8711			5,200.75
8803-10-8803-61610	MARTIN GARDNER ARCHITECTUR	Muscatine Downtown Facade Revitalizat	08/15/2023	0	18,912.49
		Vendor Subtotal:			18,912.49
8803-10-8803-61660	BI-STATE REGIONAL COMMISSION	Requistions for Funds Muscatine CDBG-	06/30/2023	0	3,473.84
		Vendor Subtotal:			3,473.84
		Subtotal for FUND: 8803			22,386.33
9002-90-9020-36920	SIRHA-SOUTHEAST IOWA REGION	Refund NSPIRE	08/15/2023	0	225.00
		Vendor Subtotal:			225.00

9002-90-9020-36920	IOWA HOUSING AUTHORITY CITY (Refund for NSPIRE	08/15/2023	0	225.00
	Vendor Subtotal:			225.00
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 7/31/23	07/31/2023	0	3,597.90
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE' Admin Longevity 7/31/23	07/31/2023	0	4.23
	Vendor Subtotal:			3,602.13
9002-90-9020-41400	IOWA FINANCE AUTHORITY Housing Iowa Conference 9/6/23 & 9/7/2	08/11/2023	0	300.00
	Vendor Subtotal:			300.00
9002-90-9020-41400	DAVID HARRIS Leadership Training - J McFate	08/11/2023	0	500.00
	Vendor Subtotal:			500.00
9002-90-9020-41500	CITY OF MUSCATINE HOUSING RE' Auto Allowance	08/09/2023	0	37.50
	Vendor Subtotal:			37.50
9002-90-9020-41904	MUSCATINE POWER & WATER July Phone - Clark House	08/11/2023	0	89.22
	Vendor Subtotal:			89.22
9002-90-9020-41904	US CELLULAR August Cell Phones	08/11/2023	0	87.55
	Vendor Subtotal:			87.55
9002-90-9020-41905	CITY OF MUSCATINE HOUSING RE' July Postage	08/09/2023	0	29.88
9002-90-9020-41905	CITY OF MUSCATINE HOUSING RE' June Postage	06/30/2023	0	63.00
	Vendor Subtotal:			92.88
9002-90-9020-41906	NAN MCKAY & ASSOCIATES INC ACOP Updates	08/09/2023	0	239.00
	Vendor Subtotal:			239.00

9002-90-9020-41910	MENARDS (MUSC)	Water	08/09/2023	0	22.75
		Vendor Subtotal:			22.75
9002-90-9020-41910	TEMP ASSOCIATES	Temp Employee Week Ending 8/3/23	08/09/2023	0	763.53
		Vendor Subtotal:			763.53
9002-90-9020-41910	CROSSROADS INC.	Shredding	08/09/2023	0	11.00
		Vendor Subtotal:			11.00
9002-90-9020-41910	TENANT REPORTS.COM LLC	Background Checks	08/09/2023	0	36.00
		Vendor Subtotal:			36.00
9002-90-9020-41910	TCM BANK NA VISA	Iowa Judicial Branch - Eviction Notice Pl	08/15/2023	0	95.00
9002-90-9020-41910	TCM BANK NA VISA	Iowa Judicial Branch - Eviction Notice Fi	08/15/2023	0	95.00
		Vendor Subtotal:			190.00
9002-90-9020-41914	CITY OF MUSCATINE HOUSING RE' MPW - June/July Machlink		08/09/2023	0	23.56
		Vendor Subtotal:			23.56
9002-90-9020-41914	MUSCATINE POWER & WATER	July Internet - Clark House	08/11/2023	0	82.97
		Vendor Subtotal:			82.97
9002-90-9020-43100	MUSCATINE POWER & WATER	July Water - Clark House	08/11/2023	0	340.11
		Vendor Subtotal:			340.11
9002-90-9020-43200	MUSCATINE POWER & WATER	July Electric - Clark House	08/11/2023	0	6,093.34
		Vendor Subtotal:			6,093.34
9002-90-9020-43900	MUSCATINE POWER & WATER	July Sewer - Clark House	08/11/2023	0	1,037.68

			Vendor Subtotal:		1,037.68
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 7/31/23	07/31/2023	0	1,895.74
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 7/31/23	07/31/2023	0	1,168.41
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 7/31/23	07/31/2023	0	4.55
			Vendor Subtotal:		3,068.70
9002-90-9020-44201	MENARDS (MUSC)	Cleaning Supplies	08/09/2023	0	91.99
			Vendor Subtotal:		91.99
9002-90-9020-44202	CITY OF MUSCATINE HOUSING RE'	July Fuel/Maintenance	08/09/2023	0	110.23
			Vendor Subtotal:		110.23
9002-90-9020-44203	MENARDS (MUSC)	Box Fan	08/09/2023	0	91.96
9002-90-9020-44203	MENARDS (MUSC)	Utility Cart/GFCI Tester	08/15/2023	0	40.25
			Vendor Subtotal:		132.21
9002-90-9020-44204	MARK A DIERCKS	Duplicate Keys	08/11/2023	0	36.00
			Vendor Subtotal:		36.00
9002-90-9020-44206	PLUMB SUPPLY COMPANY	Grease/Cover Caps/Bolts/Bowl Ring	08/15/2023	0	27.08
			Vendor Subtotal:		27.08
9002-90-9020-44302	PHELPS CLEANING SERVICE INC	Emergency Water Extraction 5th Floor C	08/15/2023	0	17,163.35
			Vendor Subtotal:		17,163.35
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control - #1103	08/09/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control - #502	08/09/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control - #504	08/09/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #513	08/09/2023	0	100.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 8-3-23 CH 511/205 Bed Bug Follow	08/09/2023	0	200.00 00025057

9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control - #412	08/09/2023	0	20.00
		Vendor Subtotal:			380.00
9002-90-9020-44306	CITY OF MUSCATINE HOUSING RE'	July Fuel/Maintenance	08/09/2023	0	243.97
		Vendor Subtotal:			243.97
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA'	Elevator Repair	08/09/2023	0	337.81
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA'	Elevator Repair	08/09/2023	0	1,410.00
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA'	Elevator Repair	08/09/2023	0	528.75
		Vendor Subtotal:			2,276.56
9002-90-9020-44313	ZACK STUMBO	July Lawn Services	08/09/2023	0	120.00
		Vendor Subtotal:			120.00
9002-90-9020-44315	RIVERBEND MAINTENANCE LLC	CH 205 Paint Rehab Walls (2 coats)	08/11/2023	0	500.00 00024885
9002-90-9020-44315	RIVERBEND MAINTENANCE LLC	CH 403 Paint Walls (2 coats)	08/11/2023	0	500.00 00024884
		Vendor Subtotal:			1,000.00
9002-90-9020-44318	BURNS & SON'S DIRECT APPLIANC	Service Call	08/11/2023	0	59.50
		Vendor Subtotal:			59.50
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 7/31/23	07/31/2023	0	34.40
		Vendor Subtotal:			34.40
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'	FICA 7/31/23	07/31/2023	0	503.29
		Vendor Subtotal:			503.29
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 7/31/23	07/31/2023	0	629.72
		Vendor Subtotal:			629.72

9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	Blinds CH 309	08/15/2023	0	555.87
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	Install Blinds CH 309	08/15/2023	0	37.50
		Vendor Subtotal:			593.37
9002-90-9020-75200	SEIFFERT LUMBER CO	SS 2704A Countertop Replacement	08/09/2023	0	358.46 00024994
9002-90-9020-75200	SEIFFERT LUMBER CO	SS 2704A Countertop Replacement	08/09/2023	0	358.46
		Vendor Subtotal:			716.92
		Subtotal for FUND: 9002			41,186.51
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 7/31/23	07/31/2023	0	1,167.26
		Vendor Subtotal:			1,167.26
9004-90-9040-41904	MUSCATINE POWER & WATER	July Phone - Hershey	08/11/2023	0	93.69
		Vendor Subtotal:			93.69
9004-90-9040-41904	US CELLULAR	August Cell Phones	08/11/2023	0	43.79
		Vendor Subtotal:			43.79
9004-90-9040-41910	CROSSROADS INC.	Shredding	08/09/2023	0	11.00
		Vendor Subtotal:			11.00
9004-90-9040-41910	TENANT REPORTS.COM LLC	Background Checks	08/09/2023	0	24.00
		Vendor Subtotal:			24.00
9004-90-9040-41914	CITY OF MUSCATINE HOUSING RE'	MPW - June/July Machlink	08/09/2023	0	11.16
		Vendor Subtotal:			11.16
9004-90-9040-41914	MUSCATINE POWER & WATER	July Internet - Hershey	08/11/2023	0	83.18

			Vendor Subtotal:		83.18
9004-90-9040-43100	MUSCATINE POWER & WATER	July Water - Hershey	08/11/2023	0	126.47
			Vendor Subtotal:		126.47
9004-90-9040-43200	MUSCATINE POWER & WATER	July Electric - Hershey	08/11/2023	0	2,432.32
			Vendor Subtotal:		2,432.32
9004-90-9040-43900	MUSCATINE POWER & WATER	July Sewer - Hershey	08/11/2023	0	273.04
			Vendor Subtotal:		273.04
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 7/31/23	07/31/2023	0	947.86
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 7/31/23	07/31/2023	0	1,182.00
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 7/31/23	07/31/2023	0	12.03
			Vendor Subtotal:		2,141.89
9004-90-9040-44202	CITY OF MUSCATINE HOUSING RE'	July Fuel/Maintenance	08/09/2023	0	55.11
			Vendor Subtotal:		55.11
9004-90-9040-44204	MENARDS (MUSC)	Nipple/Reducer/Plug	08/09/2023	0	13.89
			Vendor Subtotal:		13.89
9004-90-9040-44206	AMAZON.COM	Replacment Seats/Springs Faucet Repair	08/09/2023	0	19.99
			Vendor Subtotal:		19.99
9004-90-9040-44218	GRAINGER DEPT 802675066	Replacement Lens	08/11/2023	0	21.72
			Vendor Subtotal:		21.72
9004-90-9040-44218	AMAZON.COM	Control Knobs	08/09/2023	0	17.98

		Vendor Subtotal:		17.98
9004-90-9040-44307	SCHUMACHER ELEVATOR COMPA Elevator Repair	08/09/2023	0	512.91
		Vendor Subtotal:		512.91
9004-90-9040-44311	KELLY HEATING COOLING & PLBGRepair Water Leak/Drip	08/09/2023	0	91.95
		Vendor Subtotal:		91.95
9004-90-9040-44313	ZACK STUMBO July Lawn Services	08/09/2023	0	520.00
		Vendor Subtotal:		520.00
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE Unemployment 7/31/23	07/31/2023	0	23.12
		Vendor Subtotal:		23.12
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE FICA 7/31/23	07/31/2023	0	246.38
		Vendor Subtotal:		246.38
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE IPERS 7/31/23	07/31/2023	0	312.40
		Vendor Subtotal:		312.40
		Subtotal for FUND: 9004		8,243.25
9006-90-9060-36920	MUNICIPAL COLLECTIONS OF AMF Agent Fee	08/15/2023	0	34.74
		Vendor Subtotal:		34.74
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE Admin Full-Time Wages 7/31/23	07/31/2023	0	2,032.98
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE Admin Longevity 7/31/23	07/31/2023	0	2.60
		Vendor Subtotal:		2,035.58

9006-90-9060-41400	IOWA FINANCE AUTHORITY	Housing Iowa Conference 9/6/23 & 9/7/2	08/11/2023	0	300.00
9006-90-9060-41400	IOWA FINANCE AUTHORITY	Housing Iowa Conference 9/6/23 & 9/7/2	08/11/2023	0	300.00
		Vendor Subtotal:			600.00
9006-90-9060-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance	08/09/2023	0	25.00
		Vendor Subtotal:			25.00
9006-90-9060-41904	US CELLULAR	August Cell Phones	08/11/2023	0	43.79
		Vendor Subtotal:			43.79
9006-90-9060-41904	TCM BANK NA VISA	Google - Google Voice	08/15/2023	0	11.91
		Vendor Subtotal:			11.91
9006-90-9060-41910	TEMP ASSOCIATES	Temp Employee Week Ending 7/27/23	08/09/2023	0	862.05
		Vendor Subtotal:			862.05
9006-90-9060-41910	CROSSROADS INC.	Shredding	08/09/2023	0	11.00
		Vendor Subtotal:			11.00
9006-90-9060-41914	CITY OF MUSCATINE HOUSING RE'	MPW - June/July Machlink	08/09/2023	0	11.15
		Vendor Subtotal:			11.15
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 7/31/23	07/31/2023	0	2,247.22
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 7/31/23	07/31/2023	0	6.17
		Vendor Subtotal:			2,253.39
9006-90-9060-44201	MENARDS (MUSC)	Drop Cloth/Coupling	08/09/2023	0	87.59
		Vendor Subtotal:			87.59

9006-90-9060-44201	TCM BANK NA VISA	Farm & Fleet - Cotton Welding Sleeves	08/15/2023	0	31.47
		Vendor Subtotal:			31.47
9006-90-9060-44202	CITY OF MUSCATINE HOUSING RE'	July Fuel/Maintenance	08/09/2023	0	55.11
		Vendor Subtotal:			55.11
9006-90-9060-44203	MENARDS (MUSC)	Gloves/Earmuff	08/15/2023	0	75.32
		Vendor Subtotal:			75.32
9006-90-9060-44204	AMAZON.COM	SS Range Hood Stock: model# BUEZ13	08/09/2023	0	306.52 00024998
		Vendor Subtotal:			306.52
9006-90-9060-44204	MUSCATINE LUMBER	Cable Clip	08/09/2023	0	4.18
		Vendor Subtotal:			4.18
9006-90-9060-44206	HD SUPPLY FACILITIES MAINT	Return	08/15/2023	0	-33.80
9006-90-9060-44206	HD SUPPLY FACILITIES MAINT	Faucets	08/09/2023	0	33.80
		Vendor Subtotal:			0.00
9006-90-9060-44206	AMAZON.COM	Flapper	08/09/2023	0	29.34
		Vendor Subtotal:			29.34
9006-90-9060-44218	HD SUPPLY FACILITIES MAINT	Range Hood	08/09/2023	0	39.36
		Vendor Subtotal:			39.36
9006-90-9060-44218	MENARDS (MUSC)	Coupling/Infrared Temperature Gun	08/09/2023	0	87.84
		Vendor Subtotal:			87.84
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	08/09/2023	0	500.00

9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	08/09/2023	0	50.00
		Vendor Subtotal:			550.00
9006-90-9060-44308	KELLY HEATING COOLING & PLBG	Repair Gas Leak Near Furnace	08/09/2023	0	90.64
		Vendor Subtotal:			90.64
9006-90-9060-44310	MICHAEL W SCHULTE	Screen Repair	08/15/2023	0	21.80
		Vendor Subtotal:			21.80
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Emergency Drain Back Up	08/09/2023	0	1,050.00
		Vendor Subtotal:			1,050.00
9006-90-9060-44315	RIVERBEND MAINTENANCE LLC	SS 2704A Paint Walls 2 Coats	06/30/2023	0	700.00 00024355
		Vendor Subtotal:			700.00
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 7/31/23	07/31/2023	0	23.71
		Vendor Subtotal:			23.71
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'	FICA 7/31/23	07/31/2023	0	317.68
		Vendor Subtotal:			317.68
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 7/31/23	07/31/2023	0	404.88
		Vendor Subtotal:			404.88
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	Tear Out VCT	06/30/2023	0	687.00 00023801
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	Install Vinyl Plank	06/30/2023	0	687.00 00023801
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	Floor Prep	06/30/2023	0	100.00 00023801
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	Install Vinyl Trim	06/30/2023	0	268.00 00023801
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	Underlayment	06/30/2023	0	60.00 00023801
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	Carpet Installation	06/30/2023	0	489.98 00023800
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	Carpet Installation - Stairs	06/30/2023	0	130.00 00023800

9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2700E Remove VCT per ft²	06/30/2023	0	615.00 00024297
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2704B Remove VCT per ft²	06/30/2023	0	652.50 00024297
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2704A Remove VCT per ft²	06/30/2023	0	652.50 00024297
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2704A Install Vinyl Plank per ft²	06/30/2023	0	1,216.25 00024299
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2704A Install Vinyl Plank Supplies G	06/30/2023	0	98.97 00024299
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2704A Covebase Trim per Linear ft (4	06/30/2023	0	280.00 00024299
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2704A Install Covebase Trim per Line	06/30/2023	0	224.00 00024299
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2704A Install Vinyl Plank Floor Prep	06/30/2023	0	150.00 00024299
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2700A Cove Base per Linear ft.	06/30/2023	0	36.00 00024462
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2700A Chassis Advantage Plank pr ft²	06/30/2023	0	33.83 00024462
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE	SS 2700A Flooring Repair	06/30/2023	0	275.00 00024462
Vendor Subtotal:					6,656.03
9006-90-9060-75200	SEIFFERT LUMBER CO	SS 2704A Vanity Top Bathroom: CLAS	06/30/2023	0	260.38 00024352
9006-90-9060-75200	SEIFFERT LUMBER CO	SS 2704A Cabinet Bathroom: MERILLA	06/30/2023	0	211.76 00024352
9006-90-9060-75200	SEIFFERT LUMBER CO	SS 2704A Cabinets Kitchen: MERILLA	06/30/2023	0	2,549.87 00024352
Vendor Subtotal:					3,022.01
Subtotal for FUND: 9006					19,442.09
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 7/31/23	07/31/2023	0	4,402.36
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 7/31/23	07/31/2023	0	6.83
Vendor Subtotal:					4,409.19
9007-90-9070-41400	IOWA FINANCE AUTHORITY	Housing Iowa Conference 9/6/23 & 9/7/2	08/11/2023	0	1,200.00
Vendor Subtotal:					1,200.00
9007-90-9070-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance	08/09/2023	0	12.50
Vendor Subtotal:					12.50
9007-90-9070-41902	LUPTON & TOYNE PRINTERS	Envelopes	08/15/2023	0	141.00
Vendor Subtotal:					141.00

9007-90-9070-41905	CITY OF MUSCATINE HOUSING RE' July Postage		08/09/2023	0	260.53
	Vendor Subtotal:				260.53
9007-90-9070-41907	TCM BANK NA VISA	Remarkable - Subscription	08/15/2023	0	3.20
9007-90-9070-41907	TCM BANK NA VISA	Remarkable - Subscription Transaction F	08/15/2023	0	0.09
	Vendor Subtotal:				3.29
9007-90-9070-41908	MRI SOFTWARE LLC	Server Migration Service	06/30/2023	0	575.00 00024296
	Vendor Subtotal:				575.00
9007-90-9070-41910	IA DEPT OF INSPECTIONS APPEALS	April - June 2023 Fraud Investigation	06/30/2023	0	290.06
	Vendor Subtotal:				290.06
9007-90-9070-41910	CROSSROADS INC.	Shredding	08/09/2023	0	22.00
	Vendor Subtotal:				22.00
9007-90-9070-41910	TENANT REPORTS.COM LLC	Background Checks	08/09/2023	0	18.00
	Vendor Subtotal:				18.00
9007-90-9070-41914	CITY OF MUSCATINE HOUSING RE' MPW - June/July Machlink		08/09/2023	0	78.11
	Vendor Subtotal:				78.11
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE' Unemployment	7/31/23	07/31/2023	0	25.65
	Vendor Subtotal:				25.65
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE' FICA	7/31/23	07/31/2023	0	323.62
	Vendor Subtotal:				323.62
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE' IPERS	7/31/23	07/31/2023	0	416.23

		Vendor Subtotal:			416.23
9007-90-9070-47150	RTI INVESTMENTS	New HAP T Sykes Full August	08/15/2023	0	912.00
		Vendor Subtotal:			912.00
9007-90-9070-47150	HARRISON LOFTS LLC	New HAP N Gonzales Full July & August	08/15/2023	0	2,100.00
		Vendor Subtotal:			2,100.00
9007-90-9070-47150	MUSCATINE HOUSING SOLUTIONS	New HAP J Wheeler Full August	08/15/2023	0	243.00
		Vendor Subtotal:			243.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP L Cooper Full August	08/15/2023	0	597.00
		Vendor Subtotal:			597.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 7/31/23	07/31/2023	0	1,818.81
		Vendor Subtotal:			1,818.81
9007-90-9071-41904	TCM BANK NA VISA	Google - Google Voice	08/15/2023	0	23.81
		Vendor Subtotal:			23.81
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 7/31/23	07/31/2023	0	16.37
		Vendor Subtotal:			16.37
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'	FICA 7/31/23	07/31/2023	0	136.14
		Vendor Subtotal:			136.14
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 7/31/23	07/31/2023	0	171.71
		Vendor Subtotal:			171.71

Subtotal for FUND: 9007

13,794.02

Report Total:

1,254,695.58

8/4/2023	Payroll Checks	AFA Flex Billing	5,049.50
8/4/2023	Payroll Checks	AFLAC	586.90
8/4/2023	Payroll Checks	Allstate	27.04
8/4/2023	Payroll Checks	American Fidelity	3,139.87
8/4/2023	Payroll Checks	City of Muscatine	7,653.99
8/4/2023	Payroll Checks	Clerk of Court	150.00
8/4/2023	Payroll Checks	Police & Fire Ins	194.94
8/4/2023	Payroll Checks	State of IL	198.40
8/4/2023	Payroll Checks	United Way	77.00
8/4/2023	ACH Payroll	Mission Square ICMA Retire	11,119.16
8/4/2023	ACH Payroll	Mission Square IMCA RC	1,364.53
8/4/2023	ACH Payroll	Municipal Fire & Police	77,494.96
8/4/2023	ACH Payroll	Nationwide	5,175.00
8/4/2023	Special CK	Newmind Group	23,055.00
8/7/2023	Special CK	Grandbridge	18,921.49



City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Public Hearing to Discuss Proposed Changes to Title 3, Chapter 2 of City Code, Regarding Right of Way Inspections and Permit Processes.

EXECUTIVE SUMMARY

Public Hearing to Discuss Proposed Changes to Title 3, Chapter 2 of City Code, Regarding Right of Way Inspections and Permit Processes.

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

At the July 2023 in-depth council meeting, Public Works staff proposed replacing the existing Chapter 2 of Title 3 of the City Code with new language. This new language will reduce the number of permits needed to work in the right of way from three to two. It will also increase the fees for these permits to \$150 and \$50. The new language will also codify standards for sidewalk and pavement patches and require that SUDAS specifications be followed for work in the right of way.

CITY FINANCIAL IMPACT

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0403

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

First Reading of an Ordinance Amending Title 3, Chapter 2 of City Code - Use of City Right of Way - Public Hearing A

EXECUTIVE SUMMARY

First Reading of an Ordinance Amending Title 3, Chapter 2 of City Code - Use of City Right of Way. Public Works staff presented City Council with proposed language to amend Title 3, Chapter 2 of City Code to replace Chapter 2 in its entirety with a new chapter. This proposal was discussed and approved at the July 2023 in-depth meeting.

STAFF RECOMMENDATION

Approve the 1st reading of Ordinance

BACKGROUND/DISCUSSION

At the July 2023 in-depth council meeting, Public Works staff proposed replacing the existing Chapter 2 of Title 3 of the City Code with new language. This new language will reduce the number of permits needed to work in the right of way from three to two. It will also increase the fees for these permits to \$150 and \$50. The new language will also codify standards for sidewalk and pavement patches and require that SUDAS specifications be followed for work in the right of way.

CITY FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Ordinance Amending Chapter 2 of Title 3 Regarding Use of City Right of Way
2. Exhibit A Title 3, Chapter 2- Public Ways and Property
3. In-Depth Session Memo: Changes to City Code Titles 3 and 11 In-Depth Summary 07.13.23

ORDINANCE NO. 2023-0403

AN ORDINANCE REVISING TITLE 3, CHAPTER 2 -- USE OF CITY RIGHT OF WAY

WHEREAS, The City of Muscatine's current Use of City Right-of-Way regulations can be found in Chapter 2 of Title 3 of the City Code of Muscatine; and

WHEREAS, proposed changes to Chapter 2 of Title 3 of the City Code of Muscatine regarding Use of City Right-of-Way were discussed and reviewed by the City Council at the July 13, 2023, in-depth council meeting; and

WHEREAS, City Council directed City staff to prepare changes to portions of Chapter 2 of Title 3 of City Code related to Use of City Right-of-Way regulations; and

WHEREAS, a public hearing was conducted on August 17, 2023 by the City Council of Muscatine prior to the adoption of this ordinance.

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

SECTION 1. The currently adopted versions of Chapter 2 of Title 3 of the City Code are hereby deleted and Exhibit A as attached hereby to is adopted in lieu thereof.

SECTION 2. 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 3. Any ordinance or part thereof in conflict or inconsistent with the provisions of this ordinance is repealed.

SECTION 4. 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.

By the City Council of the City of Muscatine Iowa;

Attest

Brad Bark, Mayor

Carol Webb
City Clerk

First Reading: 8-17-2023
Second Reading: _____
Third Reading: _____
Publication: _____

Title 3 – Public Ways and Property

Chapter 2 – Construction in City Right of Way

SECTIONS:

- 3-2-1 Compliance
- 3-2-2 Permits Required
- 3-2-3 Permit Issuance
- 3-2-4 Period of Validity for Permits
- 3-2-5 Permits May be Examined
- 3-2-6 Save Harmless
- 3-2-7 Protect Adjoining Property
- 3-2-8 Completion by City
- 3-2-9 Responsibility for Costs
- 3-2-10 Emergency Work
- 3-2-11 Standards
- 3-2-12 Barricades, Fencing, and Lighting
- 3-2-13 Steel Tracks: Cleated Equipment
- 3-2-14 Excavation Material
- 3-2-15 Inspection
- 3-2-16 Pavement Failure after Repair
- 3-2-17 Penalty

3-2-1 Compliance

No person or entity shall perform any work within the public right of way except in accordance with the following provisions of this Chapter.

3-2-2 Permits Required

A. Service Installation Permit

This permit shall be required for all work within the City of Muscatine's Right of Way associated with installing or repairing a utility service for a subject property from the main to the building. This work may include, but not be limited to: excavation, sidewalk removal, pavement removal, trench bedding, pipe installation, trench backfill and compaction, topsoil placement, seeding, subgrade compaction, rock subbase placement and compaction, sidewalk placement, roadway placement and joint sealing.

B. Work In Right of Way Permit

This permit shall cover all work to be performed within the City of Muscatine's Right of Way that is not covered by the Service Installation Permit.

C. Any permit issued under the provisions of this Chapter shall be obtained by a contractor licensed by the State of Iowa and permitted by the City of Muscatine to perform the work described in the scope of work portion of the permit application.

1. A property owner may replace up to 3 panels of sidewalk adjacent to their own property per year without a bond or proof of insurance.
2. A property owner may only excavate in the city right-of-way for mailbox posts. Any other minor excavations in the city right-of-way must be approved by the City Engineer.

- D. City of Muscatine Public Works employees working in the course of employment for the City of Muscatine, or its contractors working under the direct supervision of the City, are exempt from the permit requirements set out in this Chapter.

3-2-3 Permit Issuance

A. Application Requirements

The application shall be on such form and include such detail as prescribed by the City Engineer.

B. Fee

The application fee shall be set by resolution of the City Council, and is listed in the Schedule of Permit and Licensing Requirements contained in Appendix B to this Code of Ordinances.

C. Bond Required

A bond shall be required guaranteeing the permittee's payment for any damage done to the City or to public property, and payment of all costs incurred by the City in the course of administration of this Section. Such shall be set by resolution of Council and is listed in the Schedule of Permit and Licensing Requirements contained in Appendix B to this Code of Ordinances. The bond shall be issued by a surety company authorized to issue such bonds in the State.

D. Insurance

Every applicant shall also file a certificate of insurance indicating that the applicant is carrying public liability insurance in effect for the duration of the permit covering the City as additional insured and applicant and all its agents and employees for the amounts set by resolution of Council and specified in the Schedule of Permit and Licensing Requirements contained in Appendix B to this Code of Ordinances

E. Pre-construction Conference

The City may require a pre-construction conference before the issuance of a permit. The conference may involve representatives of the Public Works Department, Police and Fire Departments, City Engineer, utility companies, and the contractor and/or their representative.

F. Street Closures

1. Requests to close all or part of any City Street must be made as part of this permit application.
2. Full street closures must obtain City Council approval.
3. Streets and alleys shall be opened in the manner which will cause the least inconvenience to the public and admit the uninterrupted passage of water along the gutter on the street.

G. Grounds for Issuance

1. Upon approval of the application, filing of bond and submission of an insurance certificate, and payment of any required fees, a permit shall be issued.
2. No person or entity shall have more than five open excavations at any time without written permission of the Right of Way Inspector.

3-2-4 Period of Validity for Permits

- A. Work shall begin within 7 days of obtaining the permit.
- B. Work shall be completed within 60 days of its commencement.
- C. If the work cannot be completed within the 60-day timeframe, the Contractor may request an extension at least seven days prior to the deadline.

3-2-5 Permits May be Examined

All permits and written authorizations issued by the City shall at all times be kept by an individual at the work site and shall be surrendered for examination upon the demand of any officer of the City.

3-2-6 Save Harmless

The applicant shall agree to hold and save harmless the City, its Agents, Officers, and Employees from any liability or responsibility for damage to any person or property injured by the performance of any excavation work performed by an applicant or by the negligence of the applicant, his employees, or agents in carrying out the excavation permitted under this Chapter.

3-2-7 Protect Adjoining Property

Any person working in the right of way shall at all times and at his own expense preserve and protect from damage or injury all adjoining property of any nature by providing proper foundations, sheeting, bracing, shoring, and drainage, as well as such other protective measures as may be required. The person making the excavation shall be responsible for all damages to public or private property resulting from or occasioned by the excavation.

3-2-8 Completion by City

Should any excavation in any street or alley be discontinued or left open and unfinished for a period of 24 hours after the approved completion date, or in the event work in the right of way is improperly done, the City has the right to finish or correct the work and charge any expenses therefor to the permit holder/property owner.

3-2-9 Responsibility for Costs

All costs and expenses incident to the work in right of way shall be borne by the property owner/permit holder. The property owner/permit holder shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by such work.

3-2-10 Emergency Work

Emergency work is work necessary for the repair of such vital utilities as gas, water, sewer, and electricity, which by their nature necessitate immediate action.

- A. If the emergency occurs during normal office hours, eight o'clock (8:00) A.M. to five o'clock (5:00) P.M. weekdays, the agency doing the work shall first notify the City and obtain approval of said work. The applicant shall obtain the permit in person at the permit office before the close of the next work day.
- B. During normal working hours, emergency detour routes may be requested by telephoning the Department of Public Works.
- C. If the emergency occurs during other than normal working hours, the applicant shall call the Public Safety dispatcher and give the dispatcher the location and nature of

the emergency before starting the work. The applicant is then required to get said permit before noon of the next work day.

- D. On other than normal working hours, emergency street closing and detours shall be reported by notifying the dispatcher at the Public Safety Building.

3-2-11 Standards

All work in the City right of way shall conform to the most recent edition of the Iowa Statewide Urban Design and Specifications (SUDAS), as amended and published by the Institute for Transportation at Iowa State University and the following supplemental standards which take precedence over any chapters of SUDAS which may be in conflict therewith, or as directed by the City Engineer.

A. Sidewalks

- 1. Sidewalks equal to or less than 5 feet in width shall be minimum 4" Portland Cement Concrete (PCC) on 4" of Modified Subbase.
- 2. Sidewalks greater than 5 feet in width shall be minimum 6" Portland Cement Concrete (PCC) on 4" of Modified Subbase
- 3. Sidewalks through a driveway section shall be built in accordance with 3-2-11. B

B. Driveways

Driveways shall be 6" PCC on 6" of Modified Subbase.

C. Street Patches

1. Thickness of Patch

a. PCC Patches on PCC Streets

Shall either match the thickness of the existing pavement or be poured 8" thick, whichever is greater, on 6" of Modified Subbase.

b. PCC Patches on Hot Mix Asphalt (HMA) streets

Shall be 10" thick on a 6" Modified Subbase.

c. HMA Patches on HMA Streets

Shall either match the thickness of the existing pavement or be placed 6" thick, whichever is greater, on a 6" Modified Subbase.

2. Size of Patches

- a. The Right of Way Inspector shall determine all patch sizes after the service has been installed.
- b. However, patch sizes shall not be smaller than 6' x 6' and shall not create any remnant panel to be smaller than 6' x 6'.

- D. PCC, HMA, steel reinforcement, joint sealant and any other material necessary to patch sidewalks, driveways and roadways within the City's right of way shall conform to SUDAS Standard Specifications, Current Edition. See SUDAS Standard Specifications, Current Edition for detail drawings.

E. Backfill

- 1. All excavations shall be backfilled in accordance with Section 3010 of SUDAS.

2. Prior to any backfill, the Contractor shall contact the Right of Way Inspector for inspection of the utility service, if present, and documentation of its location.
- F. Contractor shall contact the Right of Way Inspector prior to placing any permanent surface (PCC or HMA) to allow for inspection of compacted subgrade, subbase and forms.
- G. **Areas Not Hard Surfaced**
Contractor shall place topsoil and seed all disturbed areas not to receive a hard surface within the right of way.
- H. Contractor shall restore all disturbed area to existing condition or better.

3-2-12 Barricades, Fencing, and Lighting

Adequate barricades, fencing and warning lights meeting standards specified by the City shall be so placed as to protect the public from hazard. Any costs incurred by the City in providing or maintaining adequate barricades, fencing or warning lights shall be paid to the City by the permit holder/property owner.

3-2-13 Steel Tracks: Cleated Equipment

Under no circumstances shall steel tracked or steel cleated equipment or machinery be permitted on any street, alley, sidewalk, or way unless authorized in writing by the City.

3-2-14 Excavation Material

The person making the excavation shall haul away all excess excavated material.

3-2-15 Inspection

All work shall be subject to City inspection.

3-2-16 Pavement Failure after Repair

If the repaired street surface cracks or subsides more than 1 inch across the excavation within 4 years of the surface replacements, the applicant shall remove the pavement, compact or replace the backfill as required and replace the pavement at no cost to the City.

3-2-17 Penalty

- A. Any person violating any provision of this Chapter, or failing or neglecting to comply with any requirement, shall be deemed guilty of a separate misdemeanor or civil penalty for each and every day during any part of which such violation or noncompliance occurs.
- B. Any person who violates any provision of this Chapter may further be refused any permits until he shall have complied with the provisions of this Chapter.
- C. Any incidence of violation of this Chapter shall be cause for the City to immediately revoke or suspend an excavation permit without prejudice to other action on the violation.

DATE: August 2, 2023

TO: Mayor Bark and City Councilmembers

FROM: Brian Stineman, Public Works Director

THRU: Carol Webb, City Administrator *CW*

RE: In-Depth Session Summary – 07.13.23, Policy RE: Proposed Changes to City Code Titles 3 and 11

Staff provided information on proposed changes to City Code Title 3, Chapter 2 regarding permits, inspections, and other requirements to work in the right of way, and a proposal to add a Chapter 4 to Title 11 of City Code regarding subdivision regulations to include inspections of public improvements.

The changes proposed in Title 3, Chapter 2 include reducing the number of permits required for work in the right of way from 3 permits to 2, modifying the permit fees, adding a requirement that a licensed engineer must obtain permits; however, a property owner may replace up to three panels of sidewalk and excavate for mailbox posts, and adopt standards for work in the right of way.

Councilmembers asked various questions including standards for the width of sidewalks, matching existing sidewalks, how utility locates would be covered, and if courtesy walks would be included in the proposed three sidewalk panels that owners could replace. Staff indicated that the standard width is 5 feet with a minimum of 4 feet, however staff will work with property owners to match existing sidewalks. Councilmember Osborne asked about the \$50 permit and the need for locates. Director Stineman indicated that City staff provides locating services and will know if locates have been conducted when the permit is issued. Councilmember Jindrich asked if replacement of courtesy walks counts as part of the three panels a homeowner can replace. Staff indicated they would get back to Council on that question. Council supported bringing the proposal forward for Council consideration.

The proposed addition of Chapter 4 to Title 11 of City Code regarding inspections of public improvements includes requirements to keep a daily construction log, documentation of inspections, filing as-built records, and requirements for privately developed and operated facilities. No questions were asked and Council supported bringing the proposal forward for Council consideration.

Next Steps

1. Provide an answer to the question regarding courtesy walks (see response below)
2. Bring action items to council at future meetings to update these city code sections.

Question Answer

Question from Council: Will courtesy walks be counted in the three panels that could be replaced by a property owner?

Answer from Staff: No, courtesy walks will be excluded from that number so that an owner could replace up to three panels as well as the courtesy walk if necessary.



City of Muscatine

ITEM NUMBER 2023-0404

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

First Reading of an Ordinance Amending Title 11, Chapter 4 of City Code - Inspections - Public Hearing B

EXECUTIVE SUMMARY

First Reading of an Ordinance Amending Title 11, Chapter 4 of City Code - Inspections. Public Works staff presented City Council with proposed language to amend Title 11, Chapter 4 of the City Code to move Chapter 4 to Chapter 5 and add a new Chapter 4. This proposal was discussed and approved at the July 2023 in-depth meeting.

STAFF RECOMMENDATION

Approve first reading of Ordinance

BACKGROUND/DISCUSSION

At the July 13, 2023 in-depth council meeting, Public Works staff proposed moving Chapter 4 of Title 11 of City Code to Chapter 5 and including a new Chapter 4 regarding inspections of subdivisions. This proposed chapter details requirements for inspections of subdivisions within the City of Muscatine corporate limits.

CITY FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Exhibit A Title 11, Chapter 4 - Inspections
2. Ordinance Amending Chapter 4 of Title 11 Regarding Inspections of Subdivisions (1)
3. Changes to City Code Titles 3 and 11 In-Depth Summary 07.13.23

Title 11 – Subdivision Regulations
Chapter 4 – Inspection

SECTIONS:

- 11-4-1 Inspections Required
- 11-4-2 Daily Inspection Log
- 11-4-3 Documentation of Inspections
- 11-4-4 Filing "As Built" Records
- 11-4-5 Privately Developed and Operated Facilities

11-4-1 Inspections Required. The Developer shall notify the City Engineer of both the start and completion of approved improvements. All public improvements proposed to be made as part of a development shall be inspected during the course of construction by the City Engineer or his representative. All fees and costs associated with review of plans and specifications and inspections shall be paid by the Developer. The fees and cost shall be set at the prevailing rate. If it is determined that improvements are being built in violation of City Standards the inspector will notify the City Engineer who may issue a stop work order.

11-4-2 Daily Inspection Log. The City Engineer, or his representative, shall maintain a daily log of construction activity related to the proposed improvements. Copies of the log entries shall be submitted to the City Engineer on a weekly basis during construction. The purpose of the log is to provide backup information for the developer's engineer and the City Engineer to recommend acceptance and approval of the improvements by the city council and to provide actual construction records of any problems that may develop. The daily log shall contain the following minimum information:

- A. Weather Conditions
- B. Site Conditions
- C. Contractor's working hours
- D. Inspector's hours on site
- E. An explanation of the actual work performed by the contractor that day
- F. Specific information about material tests taken
- G. Description of any problems

11-4-3 Documentation of Inspections. The City Engineer, or his representative, shall make and document the following inspections:

- A. Storm and Sanitary Sewer and Water Main Improvements:
 - 1. Inspect all materials and document pertinent items such as pipe manufacture, class, and size.
 - 2. Reject any defective material and ensure that it is not used on the job
 - 3. Observe the actual pipe laying operation to ensure that all joints are properly made, the pipes are true to line and grade, and the bedding and backfill are done according to the specifications.
 - 4. Document the depth and type of bedding, trench conditions, location of all service laterals, backfilling, and location of all utilities installed and encountered. Location measurements shall be of the accuracy and type required by the City Engineer.
 - 5. Observe and document all final acceptance testing required by the specifications
- B. Street Improvements:
 - 1. Perform and document subgrade, subbase, base and embankment compaction tests.
 - 2. Inspect the alignment and condition of the paving forms.
 - 3. Check and document subgrade depth checks

4. Check and document paving machine adjustments
 5. Furnish the asphalt or Portland Cement concrete mix design to the City Engineer for approval prior to commencing paving operations.
 6. Inspect all concrete pours.
 7. Perform and document an appropriate number of air content and slump measurements.
 8. Cast compression cylinders or beams and document the results of the tests.
 9. Inspect placement of all asphalts
 10. Perform and record asphalt compaction tests.
 11. Perform at least one asphalt extraction test and one sieve analysis from an asphalt sample taken on the job site.
- C. The City Engineer shall also inspect required improvements upon their completion. The City of Muscatine shall not accept any improvement until the City Engineer has certified that it complies with this chapter.

11-4-4 Filing "As Built" Records. The improvements will not be recommended for acceptance until the following are provided and approved by the City Engineer:

- A. Copies of daily inspection logs
- B. Copies of all material test results
- C. Detailed reproducible "as-built" plans of all public improvements
- D. Certification by the Developer's engineer that all construction was accomplished within reasonably close conformance to the plans and specifications, and that the "as-built" plans accurately reflect actual field conditions.
- E. A labor and material payment and maintenance bond posted prior to construction by the Developer's contractor for the installation of all public improvements, using forms provided by the City Engineer.
- F. Permanent easements or agreements granted to the City for all public improvements that are not constructed in dedicated right-of-way, using forms provided by the City Engineer
- G. Accurate triangular measurements for sewer and water laterals to permanent items, e.g., fire hydrants, or manholes. The sewer and water services shall be marked with a four inch by four inch (4" x 4") marking, that stands five feet (5') or six feet (6') tall including a curb notch. Laterals shall also be electronically located and coordinates submitted to the City Engineer for inclusion in MAGIC GIS.

11-4-5 Privately Developed and Operated Facilities. Where the subdivision is to contain sewers, sewage treatments plants, water supply systems, park areas, or other physical facilities which will not be maintained by the existing public agencies, provision should be made by trust agreement, which is a part of the deed restrictions and which is acceptable to the proper public agencies, for jurisdiction over the continuous maintenance, supervision, operation and reconstruction of such a facility by the lot owners in the subdivision.

ORDINANCE NO. 2023-0404

REVISING TITLE 11, CHAPTER 4 -- INSPECTIONS

WHEREAS, The City of Muscatine current subdivision regulations can be found in Title 11 of the City Code of Muscatine; and

WHEREAS, proposed changes to move the current Chapter 4 to Chapter 5 and create a new Chapter 4 of Title 11 of the City Code of Muscatine regarding Inspections have been discussed and reviewed by the City Council at the July 13, 2023, in-depth council meeting; and

WHEREAS, City Council directed City staff to prepare changes to portions of Chapter 4 of Title 11 of City Code related to subdivision inspections; and

WHEREAS, a public hearing was conducted on August 17, 2023 by the City Council of Muscatine prior to the adoption of this ordinance.

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

SECTION 1. The currently adopted versions of Chapter 4 of Title 11 of the City Code are hereby deleted and moved to the new Chapter 5, and Exhibit A as attached hereby is adopted in lieu thereof.

SECTION 2. 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 3. Any Ordinance or part thereof in conflict or inconsistent with the provisions of this Ordinance is repealed.

SECTION 4. 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.

By the City Council of the City of Muscatine Iowa;

Attest

Brad Bark, Mayor

Carol Webb
City Clerk

First Reading: 8-17-2023
Second Reading: _____
Third Reading: _____
Publication: _____

DATE: August 2, 2023

TO: Mayor Bark and City Councilmembers

FROM: Brian Stineman, Public Works Director

THRU: Carol Webb, City Administrator *CW*

RE: In-Depth Session Summary – 07.13.23, Policy RE: Proposed Changes to City Code Titles 3 and 11

Staff provided information on proposed changes to City Code Title 3, Chapter 2 regarding permits, inspections, and other requirements to work in the right of way, and a proposal to add a Chapter 4 to Title 11 of City Code regarding subdivision regulations to include inspections of public improvements.

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Councilmembers asked various questions including standards for the width of sidewalks, matching existing sidewalks, how utility locates would be covered, and if courtesy walks would be included in the proposed three sidewalk panels that owners could replace. Staff indicated that the standard width is 5 feet with a minimum of 4 feet, however staff will work with property owners to match existing sidewalks. Councilmember Osborne asked about the \$50 permit and the need for locates. Director Stineman indicated that City staff provides locating services and will know if locates have been conducted when the permit is issued. Councilmember Jindrich asked if replacement of courtesy walks counts as part of the three panels a homeowner can replace. Staff indicated they would get back to Council on that question. Council supported bringing the proposal forward for Council consideration.

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2. Bring action items to council at future meetings to update these city code sections.

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City of Muscatine

ITEM NUMBER 2023-0405

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Nancy Lueck, Finance Director
Carol Webb, City Administrator

SUBJECT

Resolution Approving Development Agreement with Kent Pet Group, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement - Public Hearing C

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. On August 3, 2023, the City Council set August 17, 2023 as the date for the required public hearing on the proposed development agreement.

After the public hearing on August 17, City Council can consider the resolution approving the Development Agreement.

STAFF RECOMMENDATION

Staff recommends approval of the 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 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. Hold Hrg Dev Agmt AA - Kent Pet (Muscatine-72 2023)-v3
2. Kent Development Agreement

August 10, 2023

VIA EMAIL

Carol Webb
City Administrator/City Hall
Muscatine, IA

Re: Kent Pet Group, Inc. Development Agreement
File No. 421464-72

Dear Carol:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Kent Pet Group, Inc., 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, 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

(Kent Pet Group, Inc.)

421464-72

Muscatine, Iowa

August 17, 2023

A meeting of the City Council of the City of Muscatine, Iowa, was held at 6 p.m., on August 17, 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 Kent Pet Group, Inc. 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 Corporation 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 2023-0405

Resolution Approving Development Agreement with Kent Pet Group, Inc., 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 Kent Pet Group, Inc. (the “Corporation”) has been prepared in connection with the construction of a new commercial building for use in its cat litter production 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 Corporation in a total amount not exceeding \$11,355,000; 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 17, 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 of new 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 Corporation 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. 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 "Kent Pet Group, Inc. 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 1320126002.

Section 5. The City hereby pledges to the payment of the Agreement the Kent Pet Group, Inc. 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 Kent Pet Group, Inc. 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 Kent Pet Group, Inc. 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 17, 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 _____ day of _____, 2023.

City Clerk

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 17 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

KPG CAT LITTER PLANT

KENT PET GROUP

MUSCATINE, IOWA

PROJECT ENGINEER
MICHAEL W. JANECEK, P.E.
MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC
563-263-7691

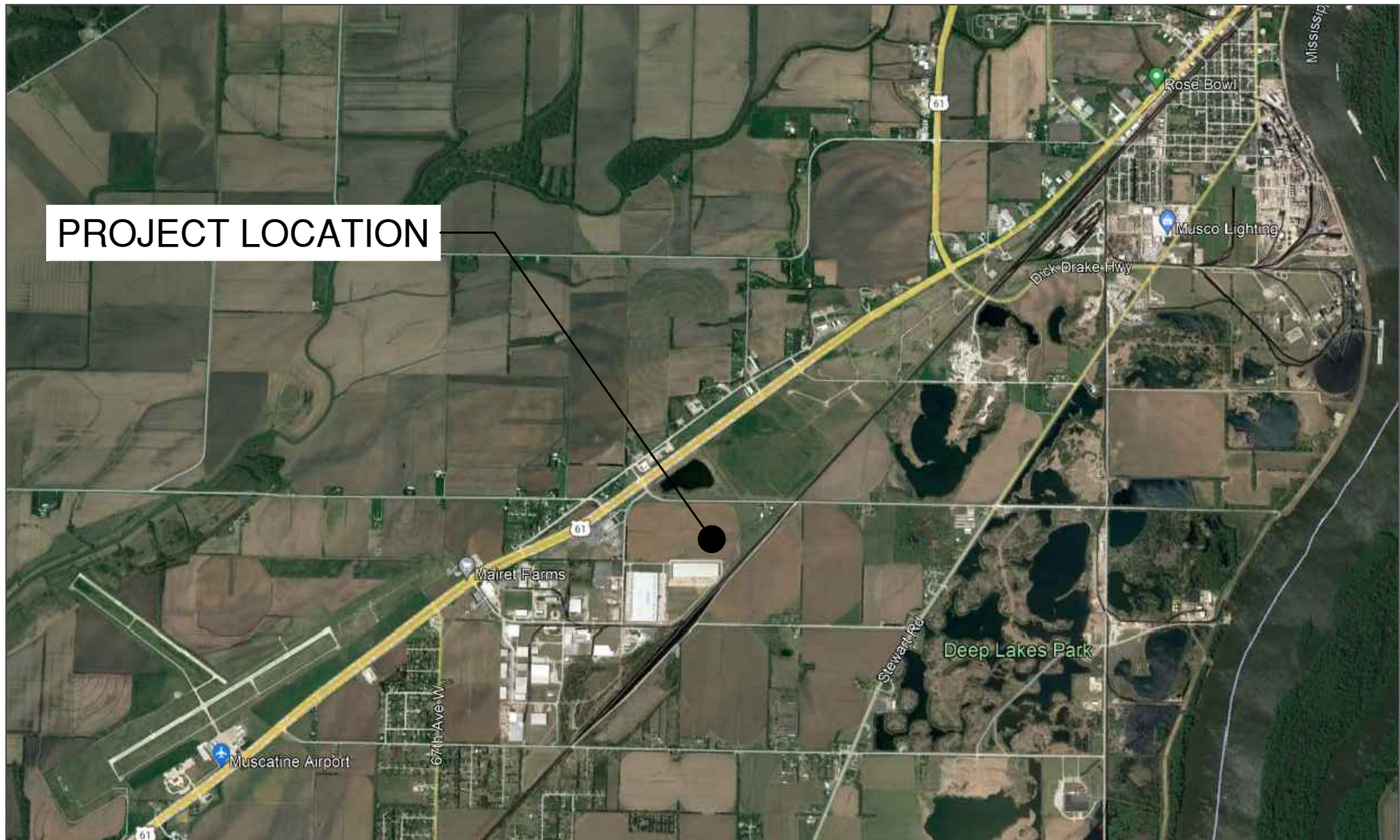
CITY OF MUSCATINE CONTACTS
CITY ENGINEER
PUBLIC WORKS
563-263-8933

MUSCATINE POWER & WATER:
WATER: BRYAN BUTLER 563-262-3360
ELECTRIC STEVE SHOPPA 563-262-3324
COMMUNICATIONS TOM LEWIS 563-262-3206

ALLIANT ENERGY
GAS JOHN CARNEY 563-288-3322

CENTURY LINK
COMMUNICATIONS 563-355-1893

PROJECT DESCRIPTION: INDUSTRIAL DEVELOPMENT
LOCATION: S OF 41ST ST S, N OF SEVIG ST, EAST OF 55TH AVE W, W OF RAILROAD



IOWA AMERICAN WATER STANDARD DETAILS

FIGURE NUMBER	DETAIL DESCRIPTION
1	PIPE TRENCH TERMINOLOGY
2	TRENCH — D.I. PIPE IN SOIL
3	THUST BLOCK
4	DEAD-END AND CROSS BLOCKING
5	WATER AND SEWER SEPARATION REQUIREMENTS
7	PIPE CURVE GEOMETRY (DEFLECTION ALLOWANCE)
8	VERTICAL REALIGNMENT OF WATER MAINS
11	FIRE HYDRANT LOCATION
12	DRY BARREL FIRE HYDRANT
13	FIRE HYDRANT LAYOUT — ALTERNATIVES
15	CASTING INSTALLATION
21	TRACER SYSTEM



THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT IOWA STATEWIDE URBAN DESIGN STANDARDS AND SPECIFICATIONS, CITY BIDDING DOCUMENTS AND PROJECT SPECIAL CONDITIONS

THIS PROJECT SHALL OPERATE UNDER NPDES GENERAL PERMIT NO. 2 FOR "STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES" THE DEVELOPER HAS FILED A PERMIT, ALL CONTRACTORS SHALL SIGN AND ADHERE TO PROJECT SWPPP

CONTRACTORS SHALL CALL IOWA ONE CALL 1-800-292-8989 PRIOR TO START OF WORK. EXISTING UTILITIES SHOWN ARE DERIVED FROM SURVEY & MAPPING DATA. FIELD LOCATE AND VERIFY ALL UTILITIES SHOWN. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND REPAIR DAMAGES.

CONTRACTORS SHALL PROVIDE TEMPORARY FENCING TO PREVENT ENTRANCE BY PEDESTRIANS AND VEHICLES. ALL WORK SHALL MEET CITY SAFETY PROTOCOLS.

Sheet List Table	
SHEET NUMBER	SHEET TITLE
C-1	COVER SHEET
C-2	LEGEND & NOTES
C-3	NOTES & DETAILS
C-4	SUDAS STRUCTURE DETAILS
C-5	SANITARY PUMP STATION
C-6	EXISTING & REMOVAL PLAN
C-7	GRADING & EROSION CONTROL PLAN
C-8	GRADING & EROSION CONTROL SOUTH PLAN
C-9	GRADING & EROSION CONTROL EAST PLAN
C-10	SITE PLAN
C-11	UTILITY PLAN
C-12	SANITARY FORCE MAIN PLAN 1
C-13	SANITARY FORCE MAIN PLAN 2
C-14	SANITARY & WATER PLAN 1
C-15	SANITARY & WATER PLAN 2
C-16	SANITARY & WATER PLAN 3
C-17	SANITARY & WATER PLAN 4
C-18	NORTH SANITARY & WATER PLAN
C-19	EAST STORM P&P 1
C-20	EAST STORM P&P 2
C-21	MIDDLE STORM P&P
C-22	WEST STORM P&P 1
C-23	WEST STORM P&P 2
C-24	WEST STORM P&P 3
C-25	SOUTH STORM P&P

SUDAS STANDARDS

FIGURE NUMBER	DETAIL DESCRIPTION
3010.101	TRENCH BEDDING AND BACKFILL ZONES
3010.102	RIGID GRAVITY PIPE TRENCH BEDDING
3010.103	FLEXIBLE GRAVITY PIPE TRENCH BEDDING
3010.104	PRESSURE PIPE TRENCH BEDDING
3010.105	MISCELLANEOUS PIPE BEDDING
4010.201	SANITARY SEWER SERVICE STUB
6010.301	SW-301 - CIRCULAR SANITARY SEWER MANHOLE
6010.501	SINGLE GRATE INTAKE
7010.101	JOINTS
7010.102	PCC CURB DETAILS
7030.204	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.205	GENERAL SIDEWALK AND CURB RAMP DETAILS
8030.102	WORK OFF PAVEMENT WITH MINOR ENCROACHMENT INTO TRAVELED WAY
9040.102	FILTER BERM AND FILTER SOCK
9040.103	ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION ON SLOPES
9040.105	WATTLE
9040.107	ROCK CHECK DAM
9040.119	SILT FENCE
9040.120	STABILIZED CONSTRUCTION ENTRANCE

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

3/6/23
IA. REG. NO 15289 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

Pages or sheets covered by this seal: _____

C-1 TO C-25

KPG CAT LITTER PLANT

KENT PET GROUP

MUSCATINE, IOWA

8875.22

Martin & Whitacre
Surveyors & Engineers, Inc.
P.O. BOX 413
VOICE (563) 263-7691
MUSCATINE, IOWA
EMAIL info@martin-whitacre.com



REVISIONS:

1
2
3
4

DATE: 3/6/23
JOB NO: 8875.22
SHEETS: 25
SHEET: C-1

VICINITY MAP
NO SCALE



F:\CIVIL3D PROJECTS\8875 WL PORT-LAND\22 PLAN SHEETS\8875 COVER NOTES DETAILS.DWG PLOTTED: 3/6/2023

EXISTING TOPOGRAPHIC/UTILITIES

	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	EXISTING SETBACK LINE
	EXISTING FENCE LINE
	EXISTING TELEPHONE LINE
	EXISTING FIBER OPTIC LINE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING OVERHEAD ELECTRIC
	EXISTING UNDERGROUND GAS LINE
	EXISTING WATER MAIN OR SERVICE
	EXISTING STORM SEWER/CULVERT
	EXISTING SANITARY SEWER
	EXISTING TELEPHONE RISER
	EXISTING CABLE TV RISER
	EXISTING ELECTRIC METER
	EXISTING ELECTRIC TRANSFORMER
	EXISTING ELECTRICAL MANHOLE
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING GAS METER
	EXISTING WATER VALVE
	EXISTING CURB BOX
	EXISTING FIRE HYDRANT
	EXISTING STORM SEWER INTAKE
	EXISTING STORM SEWER MANHOLE
	EXISTING SANITARY MANHOLE
	SIGN

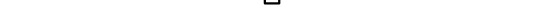
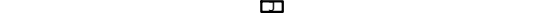
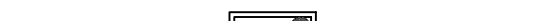
CONTOUR LINES

	EXISTING MAJOR CONTOUR LINE
	EXISTING MINOR CONTOUR LINE
	PROPOSED MAJOR CONTOUR LINE
	PROPOSED MINOR CONTOUR LINE

COMMON ABBREVIATIONS

PCC	PORTLAND CONCRETE CEMENT
HMA	HOT MIX ASPHALT
DIP	DUCTILE IRON PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLY VINYL CHLORIDE PIPE
CMP	CORRUGATED METAL PIPE
PE	POLYETHYLENE PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
IDOT	IOWA DEPARTMENT OF TRANSPORTATION
SUDAS	STATEWIDE URBAN DESIGN AND SPECIFICATIONS
LUST	LEAKING UNDERGROUND STORAGE TANK
MPW	MUSCATINE POWER & WATER

PROPOSED TOPOGRAPHIC/UTILITIES

	PROPOSED FENCE LINE
	PROPOSED TELEPHONE LINE
	PROPOSED FIBER OPTIC LINE
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	PROPOSED UNDERGROUND GAS LINE
	PROPOSED WATER MAIN OR SERVICE
	PROPOSED STORM SEWER/CULVERT
	PROPOSED SANITARY SEWER
	PROPOSED TELEPHONE RISER
	PROPOSED CABLE TV RISER
	PROPOSED COMMUNICATION STORAGE VAULT
	PROPOSED COMMUNICATION HANDHOLE
	PROPOSED COMMUNICATION FLOWER POT
	PROPOSED ELECTRIC METER
	PROPOSED ELECTRIC TRANSFORMER
	PROPOSED ELECTRIC HANDHOLE
	PROPOSED ELECTRICAL MANHOLE
	PROPOSED POWER POLE
	PROPOSED LIGHT POLE
	PROPOSED GAS METER
	PROPOSED WATER VALVE
	PROPOSED CURB BOX
	PROPOSED FIRE HYDRANT
	PROPOSED SW-501 STORM INTAKE
	PROPOSED SW-505 DOUBLE STORM INTAKE
	PROPOSED SW-507 STORM INTAKE
	PROPOSED SW-510 STORM INTAKE
	PROPOSED FLARED END
	PROPOSED STORM SEWER MANHOLE
	PROPOSED SANITARY MANHOLE
	SIGN

GENERAL NOTES AND PROJECT SPECIFICATIONS

- THE INTENT OF THE PLANS AND SPECIFICATIONS IS TO PROVIDE CONSTRUCTION DOCUMENT FOR A GENERAL CONTRACTOR UNDER CONTRACT WITH WL PORT-LAND.
- ALL WORK SHALL FOLLOW CURRENT POSTED IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) FOR MATERIALS AND EXECUTION.
- CONSTRUCTION STAKING WILL BE PROVIDED BY A LICENSED LAND SURVEYOR AT THE OWNER'S EXPENSE.
- THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MUSCATINE REQUIREMENTS, THE IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" LATEST ADDITION; IOWA SUDAS SPECIFICATIONS; THE CONTRACT DOCUMENTS AND THESE DRAWINGS.
- THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER FOR THE CITY OF MUSCATINE AND ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE. IT IS POSSIBLE THAT THERE ARE OTHERS UTILITIES WHOSE EXISTENCE IS PRESENTLY NOT KNOWN OR SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AND TO AVOID DAMAGE THERETO. MINOR CONFLICT WITH UNDERGROUND UTILITIES THAT ARE ABANDONED BUT NOT REMOVED BY THE UTILITY COMPANY SHALL BE REMOVED AS NECESSARY FOR THE CONSTRUCTION OF THE PROJECT BY THE CONTRACTOR. REMOVAL SHALL BE INCIDENTAL TO THE CONTRACT AND SHALL NOT ENTITLE THE CONTRACTOR TO ANY EXTRA COMPENSATION.
- THE CITY AND UTILITY COMPANIES SHALL HAVE ACCESS TO THE PROJECT FOR CONSTRUCTION AND TO MAKE EXTENSIONS OR ADJUSTMENTS OF SERVICES. NO CLAIM FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.
- ALL UNSUITABLE MATERIAL, CONSTRUCTION DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS, AND EXISTING PAVEMENT, SIDEWALKS AND DRIVEWAY PAVEMENT SCHEDULED FOR REMOVAL SHALL BE PROPERLY DISPOSED OF OFF-SITE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL LAWS AND GUIDELINES. THE CONTRACTOR SHALL DISPOSE OF REMOVED CONCRETE IN A METHOD APPROVED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS OR UNDESIRABLE MATERIAL, WHICH IS NOT TO BE INCORPORATED IN THE WORK INVOLVED IN THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTIONS AREAS. DO NOT ALLOW WATER TO DRAIN OR TO POND ONTO PRIVATE PROPERTY.
- EROSION CONTROL FEATURES SHALL BE INCORPORATED INTO THE CONSTRUCTION AT THE EARLIEST POSSIBLE TIME TO LIMIT EROSION AND STREAM POLLUTION AND SHALL BE MAINTAINED UNTIL ACCEPTANCE OF THE PROJECT BY THE CITY.
- ALL STORM SEWER INLETS THAT RECEIVE DRAINAGE FROM EXPOSED EARTH AREAS SHALL BE PROTECTED FROM INTAKE OF ERODED SOIL WITH COMPOST FILTER SOCK OR OTHER ACCEPTABLE INLET PROTECTION MEASURES. THE INLET PROTECTION SHALL BE MAINTAINED ACCORDING TO THE PROJECT SWPPP.
- WHEN NOT INITIATED AT AN EXISTING JOINT, REMOVAL OF EXISTING CONCRETE PAVEMENT, ASPHALT OR CONCRETE DRIVES AND SIDEWALKS SHALL BE INITIATED WITH FULL DEPTH SAW CUTS, EXERCISING EXTREME CARE TO AVOID SURFACE BREAKS AND SPALLING. IF SURFACE BREAKS OR SPALLING OCCUR, ADDITIONAL REMOVAL AND REPLACEMENT SHALL BE MADE AT THE CONTRACTOR'S EXPENSE. THE COST OF SAW CUTS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF CONSTRUCTION.
- THE CONTRACTOR SHALL PREVENT SILT AND DEBRIS FROM ENTERING STORM AND SANITARY SEWERS AND SHALL REMOVE ANY SUCH MATERIAL THAT ENTERS THE SEWERS. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS WORK.
- CARE SHALL BE TAKEN TO PREVENT STORM WATER FROM UNDERMINING THE PAVEMENT DURING CONSTRUCTION. IF AREAS BECOME UNDERMINED, THEY SHALL BE REPAIRED IN A MANNER ACCEPTABLE TO THE ENGINEER. PRESSURE GROUTING MY BE REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ADJACENT STREETS AND PROPERTY FREE FROM EXCESSIVE BUILD-UP OF SOIL AND/OR GRANULAR MATERIAL FROM THE PROJECT. THE CONTRACTOR SHALL CLEAN EXCESS SOIL AND OTHER MATERIAL FROM THE ADJACENT STREETS ON A DAILY BASIS TO THE SATISFACTION OF THE ENGINEER. ANY DAMAGE DONE TO EXISTING STREETS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL TAKES MEASURES TO PREVENT THE SPREAD OF DUST FROM THE CONSTRUCTION AREAS AND HAUL ROUTES, WHICH MAY INCLUDE THE APPLICATION OF WATER AS DIRECTED BY THE ENGINEER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES AND GRADES OBTAINED ARE AS SHOWN ON THE PLANS AND GRADE SHEETS. SHORT LENGTH OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
- ANY PROPERTY DAMAGE OR DISTURBANCE TO PRIVATE PROPERTY OUTSIDE OF GRADING/CONSTRUCTION LIMITS SHALL REQUIRE THE CONTRACTOR TO RESTORE THE PROPERTY TO ORIGINAL OR BETTER CONDITION AT HIS OWN EXPENSE.

- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE ENCOUNTERED BETWEEN THE PLANS AND SPECIFICATIONS AND THE EXISTING FIELD CONDITIONS.
- CONSTRUCTION STAKING, INSPECTION AND TESTING SHALL BE THE RESPONSIBILITY OF THE OWNER.
- TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE DETAILS AND STANDARDS SHOWN IN THESE PLANS AND THE CONTRACT DOCUMENTS, AND IN COMPLIANCE WITH IOWA DEPARTMENT OF TRANSPORTATION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- PROPERTY CORNERS SHALL BE PROTECTED DURING CONSTRUCTION. PROPERTY CORNERS DISTURBED BY CONTRACTOR OPERATIONS SHALL BE REPLACED AT HIS OWN EXPENSE.
- ALL DIMENSIONS AND RADIUS MEASUREMENTS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
- RIP RAP SHALL BE INSTALLED PER PLANS.
- TRENCH BACKFILL (CRUSHED STONE OR SAND) IS REQUIRED FOR ALL TRENCH BACKFILL WITHIN 10-FEET OF EDGE OF PAVEMENT ON ANY CITY STREET OR SITE PAVEMENT.
- ALL STORM SEWER SHALL BE A2000 PVC, RCP, OR APPROVED EQUAL. VERIFY SIZE AND MATERIAL TYPE WITH MECHANICAL PLANS AND LOCAL PLUMBING CODE.
- ALL STORM SEWER BENEATH RAIL SHALL BE CLASS V RCP OR APPROVED EQUAL. VERIFY SIZE AND MATERIAL TYPE WITH MECHANICAL PLANS AND LOCAL PLUMBING CODE.
- ALL WATER MAIN 3" OR LARGER SHALL BE SDR 21 PVC OR APPROVED EQUAL. VERIFY SIZE AND MATERIAL TYPE WITH MECHANICAL PLANS AND LOCAL PLUMBING CODE.
- ALL SANITARY FORCE MAIN SHALL BE SDR 21 PVC, DR 9 PVC, HDPE W/FUSED JOINTS OR APPROVED EQUAL.
- SAWCUTTING IS INCIDENTAL TO REMOVAL BID ITEMS.
- THE CONTRACTOR IS TO ACQUIRE R.O.W. PERMITS FROM THE CITY PRIOR TO STARTING CONSTRUCTION.
- THE CONTRACTOR MUST NOTIFY THE CITY 48 HOURS PRIOR TO ANY STREET PATCHING OPERATIONS.

SANITARY PERMITTING NOTES

- ALL SANITARY SEWER LATERALS LESS THAN 8 INCHES IN DIAMETER SHALL BE SDR-23.5 PVC OR APPROVED EQUAL WITH INTEGRAL BELL AND SPIGOT PUSH ON JOINTS WITH RUBBER GASKETS. PIPE SHALL COMPLY WITH ASTM D-3034 AND GASKETS SHALL MEET ASTM D-3213. PIPE SHALL HAVE A STIFFNESS OF 115 PSI.
- ALL SANITARY SEWER 8 INCHES OR MORE SHALL BE PVC SDR-26 OR APPROVED EQUAL, SMOOTH EXTERIOR WALL BELL AND SPIGOT TYPE WITH ELASTOMETRIC SEAL JOINTS MEETING ASTM D-3212 AND SMOOTH INNER WALLS MEETING OR EXCEEDING ALL OF THE REQUIREMENTS SET FORTH IN ASTM D-2680 AND A MINIMUM CELL CLASSIFICATION OF 12454-B IN ACCORDANCE WITH ASTM D-1784. CLASS F-3 BEDDING A MINIMUM OF 4 INCHES BELOW PIPE TO 12 INCHES ABOVE PIPE. INFILTRATION/EXFILTRATION TESTS MUST BE COMPLETED PER CITY OF MUSCATINE STANDARDS. ALIGNMENT, GRADE TESTS, AND DEFLECTION TESTS MUST BE COMPLETED PER CITY OF MUSCATINE STANDARDS. VERIFY SIZE AND MATERIAL TYPE WITH MECHANICAL PLANS AND LOCAL PLUMBING CODE.
- PROVIDE EXTERIOR CHIMNEY SEALS ON ALL SANITARY SEWER MANHOLES.
- NEW BARREL AND/OR CONE SECTION, CITY STANDARD CASTING, AND EXTERNAL CHIMNEY SEAL ON ALL ADJUSTED MANHOLES.
- INFILTRATION / EXFILTRATION, ALIGNMENT & GRADE, & DEFLECTION TESTING SHALL BE DONE PER MPW STANDARD SPECIFICATIONS

WATER PERMITTING NOTES

- ALL WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH MPW STANDARD SPECIFICATIONS.
- THRUST BLOCKING IS REQUIRED FOR WATER MAIN INSTALLATION AND SHALL BE DONE PER MPW STANDARD SPECIFICATIONS.
- DISINFECTION, PRESSURE TESTING, AND LEAK TESTING OF WATER MAIN SHALL BE DONE PER MPW STANDARD SPECIFICATIONS.
- WATER AND SEWER SEPARATION SHALL BE A MINIMUM OF 10 FEET APART. WHEN 10 FEET CANNOT BE MAINTAINED, 18 INCHES OF VERTICAL SEPARATION MUST BE ACHIEVED, AND WATER MAIN MUST BE D.I.P. WITH NITRILE GASKETS, PER MPW STANDARDS. NITRILE GASKETS SHALL BE USED WITHIN 10 FEET OF ALL STORM SEWER CROSSINGS.
- WATER LATERALS 2-INCH OR SMALLER SHALL BE TYPE K COPPER FROM MAIN TO CURB BOX, FROM CURB BOX ON, REFER TO MPW LIST OF ACCEPTED MATERIALS. WATER LATERALS, CURB BOXES, CORPS, STOPS, AND SERVICE TAPS PER MPW STANDARD SPECIFICATIONS.

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				PROJECT ENGR:
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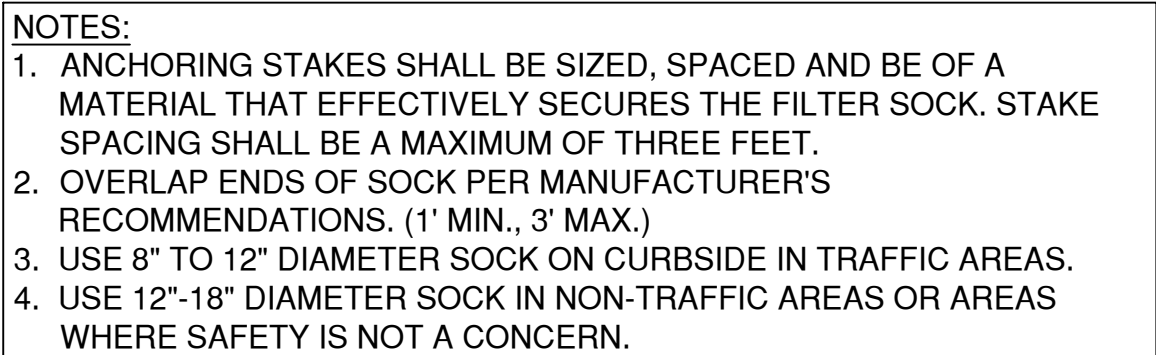
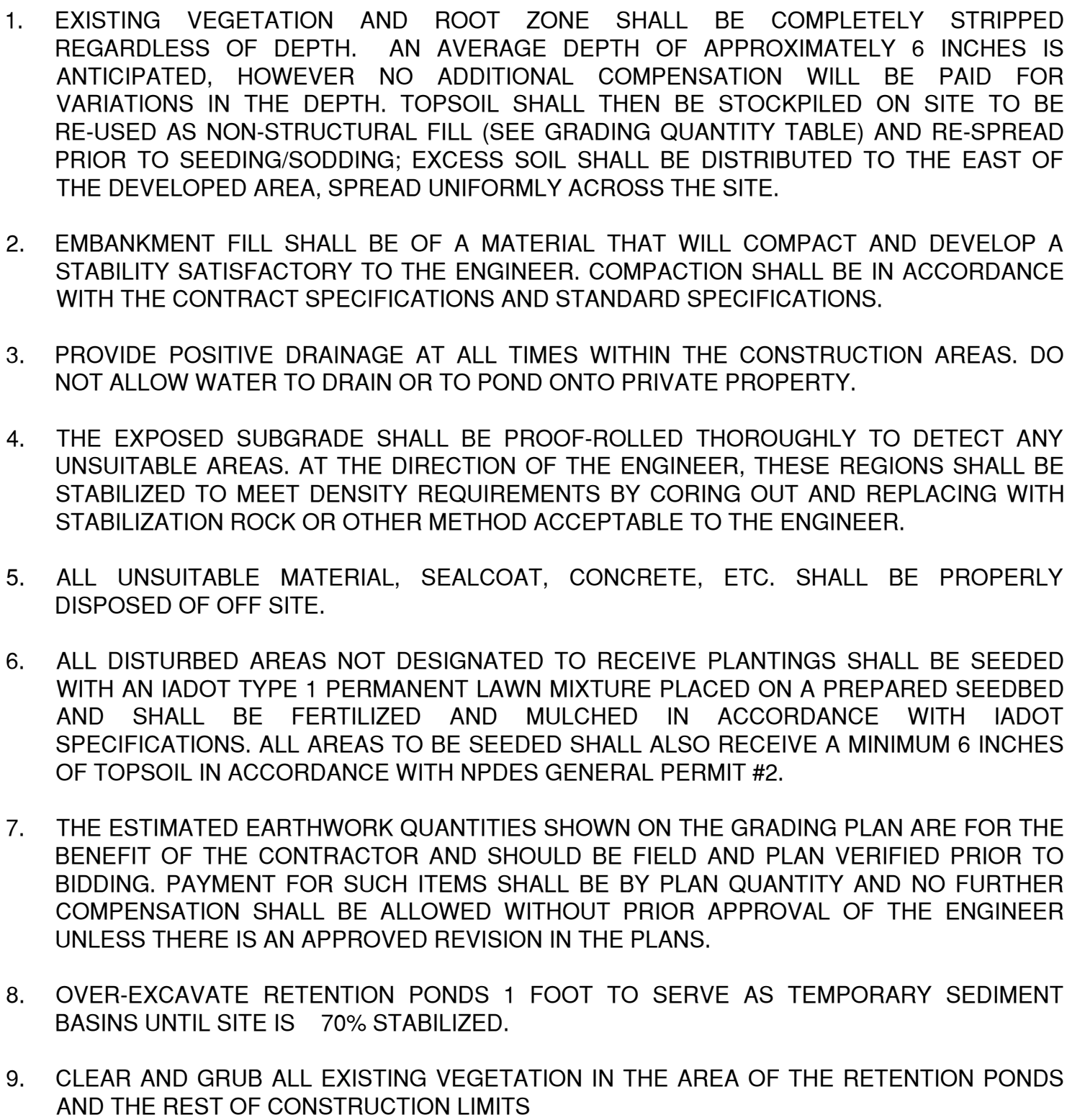
Martin & Whitacre
Surveyors & Engineers, Inc.
P.O. BOX 413
VOICE (563) 263-7691
MUSCATINE, IOWA
EMAIL info@martin-whitacre.com

KPG CAT LITTER PLANT
KENT PET GROUP
MUSCATINE, IOWA

LEGEND & NOTES

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-2
SCALE:	AS NOTED	
DATE:	3/6/23	SHEET NO: 2 OF 25

1. ALL EROSION CONTROL FEATURES SHALL BE IN ACCORDANCE WITH THE "IOWA STATEWIDE URBAN DESIGNS AND SPECIFICATIONS" (SUDAS), IDOT "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" AND CITY OF MUSCATINE STANDARD SPECIFICATIONS INsofar AS APPLICABLE.
2. VEHICLE TRACKING CONTROL MEASURES SHALL BE PLACED TO LIMIT MUD/DEBRIS FROM CITY STREETS.
3. INSTALL EROSION CONTROL MEASURES, WHERE POSSIBLE, PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING OPERATIONS. ANY REMAINING CONTROL MEASURES MUST BE INSTALLED AS SOON AS REASONABLY POSSIBLE AFTER GRADING OPERATIONS BEGIN.
4. THE CONTRACTOR SHALL DESIGNATE, PRIOR TO BEGINNING CONSTRUCTION, A PERSON OR PERSONS WHO CAN BE CONTACTED IN AN EMERGENCY. THESE PEOPLE SHALL BE AVAILABLE TO REPAIR AND MAINTAIN EROSION DEVICES ON A 24 HOUR PER DAY BASIS. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING INSPECTIONS OF THE EROSION CONTROL SYSTEM AS REQUIRED BY THE NPDES PERMIT AND STORM WATER POLLUTION PREVENTION PLAN.
5. IN AN EFFORT TO LIMIT SOIL EROSION THE FOLLOWING SEQUENCE OF GRADING ACTIVITY AND TEMPORARY SEDIMENT CONTROL MEASURES ARE REQUIRED.
 - 5.1. PLACE SILT FENCE AT THE TOE OF UNSEEDED/UNSOODED SLOPES DURING CONSTRUCTION. ADDITIONAL SILT FENCE MAY BE REQUIRED FOR PROPER EROSION CONTROL.
 - 5.2. ONCE FINAL SUBGRADE ELEVATIONS ARE OBTAINED, PAVING OPERATIONS CAN PROCEED. MAINTAIN STRAW BALES AND SILT FENCING DURING PAVING OPERATIONS AS MUCH AS PRACTICAL.
 - 5.3. TEMPORARY STOCK PILES SHALL BE GRADED TO DRAIN WITH A MAXIMUM SIDE SLOPE OF 3 HORIZONTAL TO 1 VERTICAL.
 - 5.4. UPON COMPLETION OF PAVING AND LANDSCAPING OPERATIONS CONTRACTOR SHALL CLEAN STORM SEWER SYSTEMS OF DEBRIS AND SILT.
 - 5.5. EROSION CONTROL SYSTEM TO BE MAINTAINED BY THE GENERAL TRADE CONTRACTOR AFTER EACH RAINFALL EVENT AND THROUGHOUT THE COURSE OF THE PROJECT AND REMOVED UPON PROJECT COMPLETION AFTER AN ADEQUATE STAND OF GRASS HAS BEEN ESTABLISHED.
6. FOR TEMPORARY SEEDING OR INACTIVITY OF 14 DAYS, THE ENTIRE AREA THAT WAS DISTURBED SHALL BE IMMEDIATELY SEEDED WITH OATS AT A RATE OF 65LBS/ACRE AND ANNUAL RYE GRASS AT A RATE OF 40LBS/ACRE OR APPROVED EQUAL BY THE CITY. THIS SHALL BE PLACED ON A PREPARED SEEDBED. THE ENTIRE AREA SHALL BE FERTILIZED AT THE RATE OF 600 POUNDS PER ACRE WITH A 13-13-13 FERTILIZER INCORPORATED INTO THE SEEDBED. AT THE CONCLUSION OF THE GRADING OPERATIONS PERMANENT SEEDING SHALL BE PLACED PER CITY SPECIFICATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL EROSION CONTROL MEASURES ONCE EACH WEEK AND AFTER EACH RAINFALL TOTALING OVER 1/2". EROSION CONTROL MEASURES SHALL BE MAINTAINED OR, IF NEEDED, REPLACED SO THEY WILL FUNCTION AS ORIGINALLY DESIGNED. THE CONTRACTOR SHALL NOTIFYING THE OWNER AND THE CITY OF DAVENPORT SOIL EROSION INSPECTOR AND REPORT THE STATUS OF ALL EROSION CONTROL MEASURES. EROSION CONTROL INSPECTION RECORDS SHALL BE KEPT DETAILING ALL ACTIVITIES AND INSPECTIONS THROUGHOUT THE COURSE OF CONSTRUCTION ACTIVITIES.
8. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ADEQUATE EROSION CONTROL MEASURES AND RECORDS UNTIL PAVING OPERATIONS ARE COMPLETE AFTER WHICH THE BUILDING CONTRACTOR IS RESPONSIBLE UNTIL NOT LESS THAN 70% PERMANENT GROUND COVER IS ACHIEVED AT WHICH TIME ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED. ONCE ALL TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, A NOTICE OF DISCONTINUATION OF CONSTRUCTION ACTIVITY SHALL BE FILED.
9. THE ENGINEER ASSUMES THAT PROPER MAINTENANCE OF THE RETENTION BASINS WILL BE PERFORMED BY THE OWNER, AND THAT DOWNSTREAM PROPERTIES WILL EXPERIENCE NO ADVERSE EFFECTS FROM THIS DEVELOPMENT.



NOT TO SCALE

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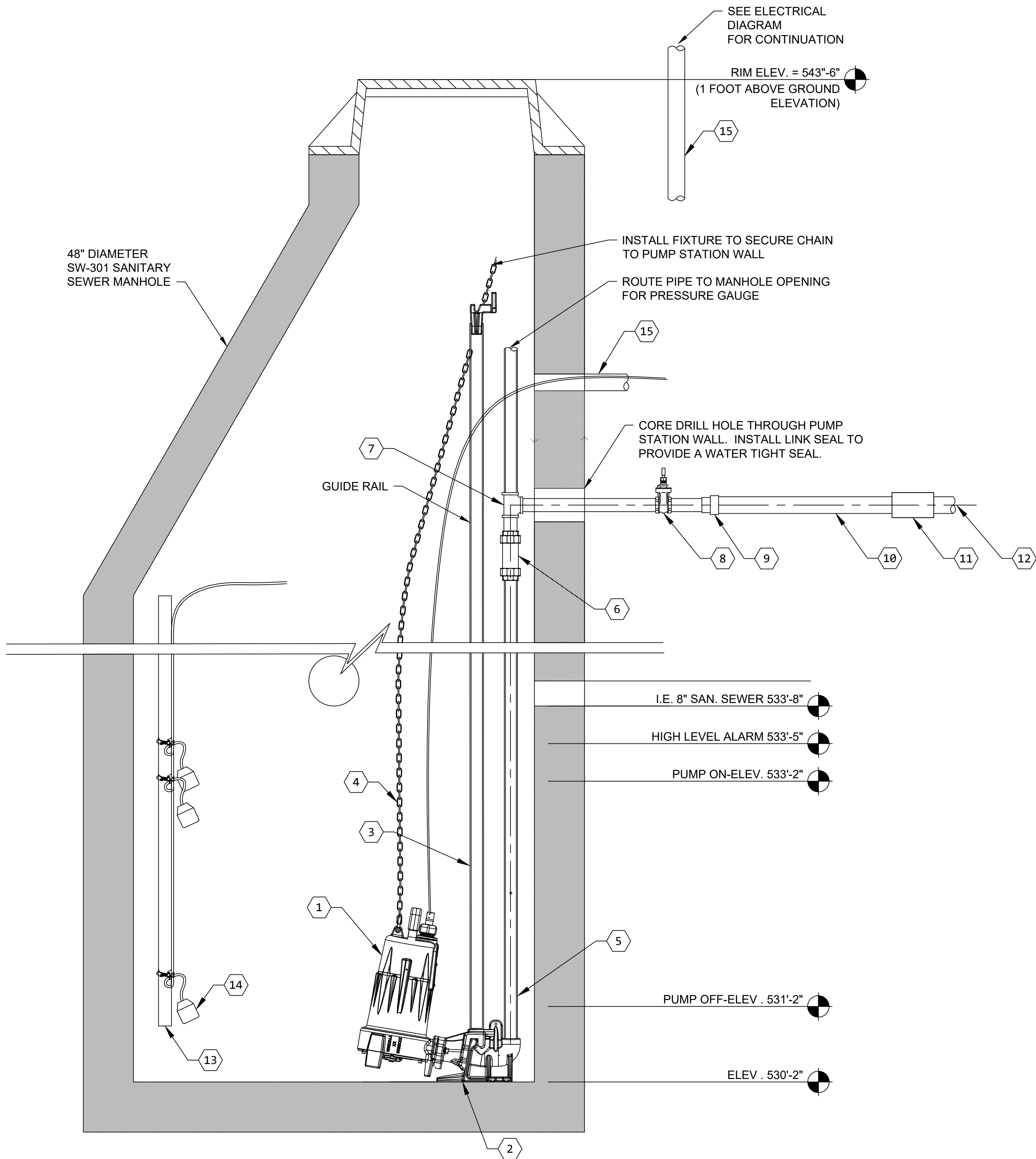


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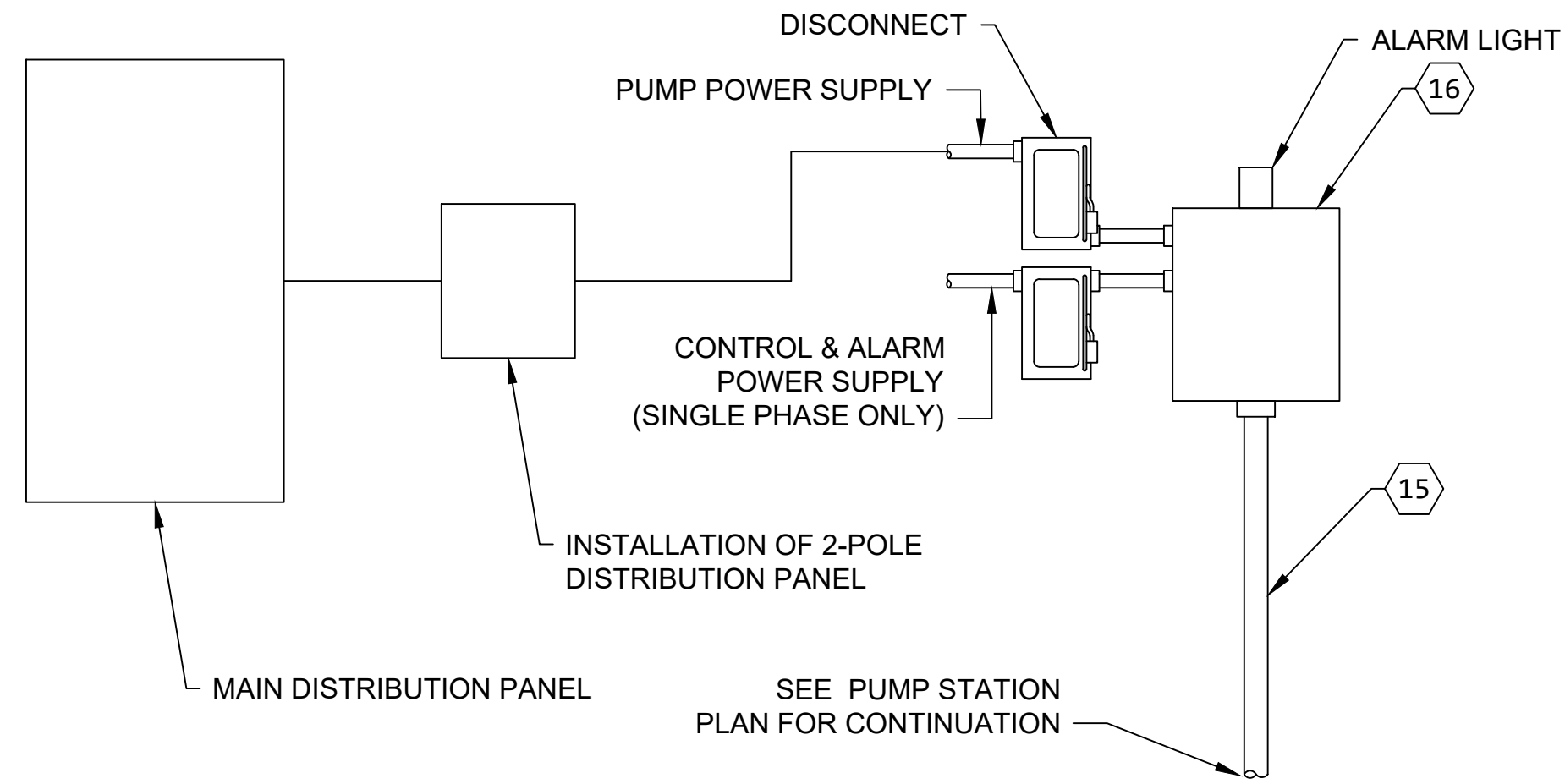
SUDAS STRUCTURE DETAILS

CONST PROJ: 000		C-4
SCALE: AS NOTED		
DATE: 3/6/23		SHEET NO: 4 OF 25

F:\CIVIL3D PROJECTS\8875 WL PORTLAND\25 PLAN SHEETS\8875 COVER NOTES DETAILS.DWG PLOTTED: 3/6/2023



1 PUMP STATION SECTION
SCALE: 1 1/2" = 1'-0"



GENERAL NOTE:
1. CONTRACTOR TO CONSTRUCT AN ELECTRICAL PANEL NEXT TO THE PUMP STATION.
2. REFER TO UTILITY PLAN FOR SOURCE OF PUMP STATION POWER

2 ELECTRICAL DIAGRAM
SCALE: NTS

NOTE: CONSTRUCT PER SUDAS STANDARD SPECIFICATIONS & PER MANUFACTURER'S RECOMMENDATIONS

- DESIGN CRITERIA:**
1. INITIAL W.S.F.U. EQUIVALENT = 43.7
 2. EXPECTED MAXIMUM DEMAND = 16 GPM
 3. DESIGN CRITERIA
 - 3.1. FLOW = 60 GPM
 - 3.2. TDH = 54 FEET

- MATERIALS:**
1. LIBERTY LEH152A3-2 GRINDER PUMP
 - 1.1. ELECTRIC REQ': 208V, 2 HP, 15 AMP OR APPROVED EQUAL 3-PHASE PUMP
 2. LIBERTY GR-SERIES GUIDE RAIL BASE ASSEMBLY
 3. 2" GUIDE RAIL PIPE
 4. LIFTING CHAIN
 5. 2" SCH. 80 PVC DISCHARGE PIPE WITH WEEP HOLE
 6. 2" UNION CHECK VALVE
 7. 2" SCH. 80 PVC TEE
 8. 2" FULL PORT BALL VALVE
 9. 2" TO 3" REDUCER
 10. 3" SCH. 80 PVC DISCHARGE PIPE
 11. PIPE COUPLING, SMITH-BLAIR 461 QUANTUM
 12. 3" DR 9 HDPE DISCHARGE PIPE
 13. FLOAT SUPPORT PIPE
 14. FLOAT SWITCH (3 TOTAL)
 15. 2" PVC ELECTRIC CONDUIT PIPE
 16. LIBERTY SIMPLEX CONTROL PANEL

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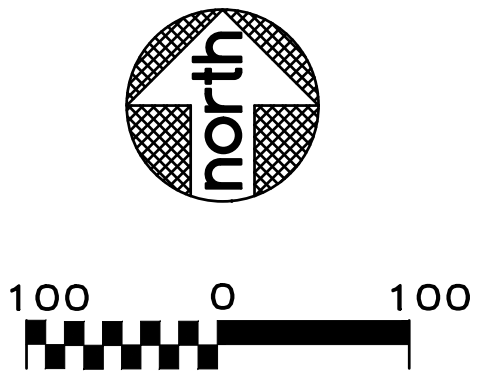
Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD
MUSCATINE, IOWA
PHONE (563) 263-7691
EMAIL info@martin-whitacre.com

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SANITARY PUMP STATION

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-5
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	5 OF 25

BENCHMARK LIST (DATUM - NAVD88)		
NAME	ELEVATION	DESCRIPTION
BM #2	549.47	NORTHWEST BOLT ON HYDRANT AT HALFWAY POINT OF BUILDING
BM #7	545.74	"BIM" ON HYDRANT ±75' SOUTH OF SOUTH ENTRANCE TO CURRY'S



CONTROL POINTS (IOWA REGIONAL COORDINATE SYSTEM - ZONE 14)				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
10	6609668.02	24539409.45	547.33	SET REBAR ±45' EXTENDED PAST CONCRETE ROAD
14	6609929.86	24537252.95	545.29	SET REBAR ±5' WEST OF ROAD, ±18' NORTH OF POWERPOLE
17	6610962.29	24538060.93	545.12	SET REBAR IN SOUTH SHOULDER, HALFWAY THROUGH CURVE, ±6' SOUTH OF EDGE OF PAVEMENT
20	6610969.31	24539867.57	547.30	SET REBAR IN FIELD ENTRANCE NW OF NE-NW-NE SEC. 20, WEST SIDE OF ENTRANCE



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1508 BIDWELL ROAD
MUSCATINE, IOWA
PHONE (563) 263-7691
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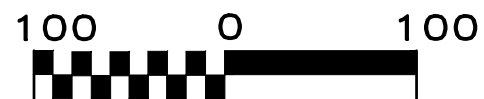
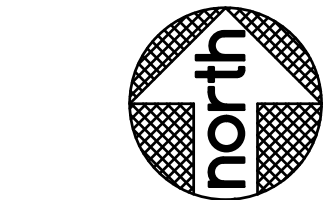
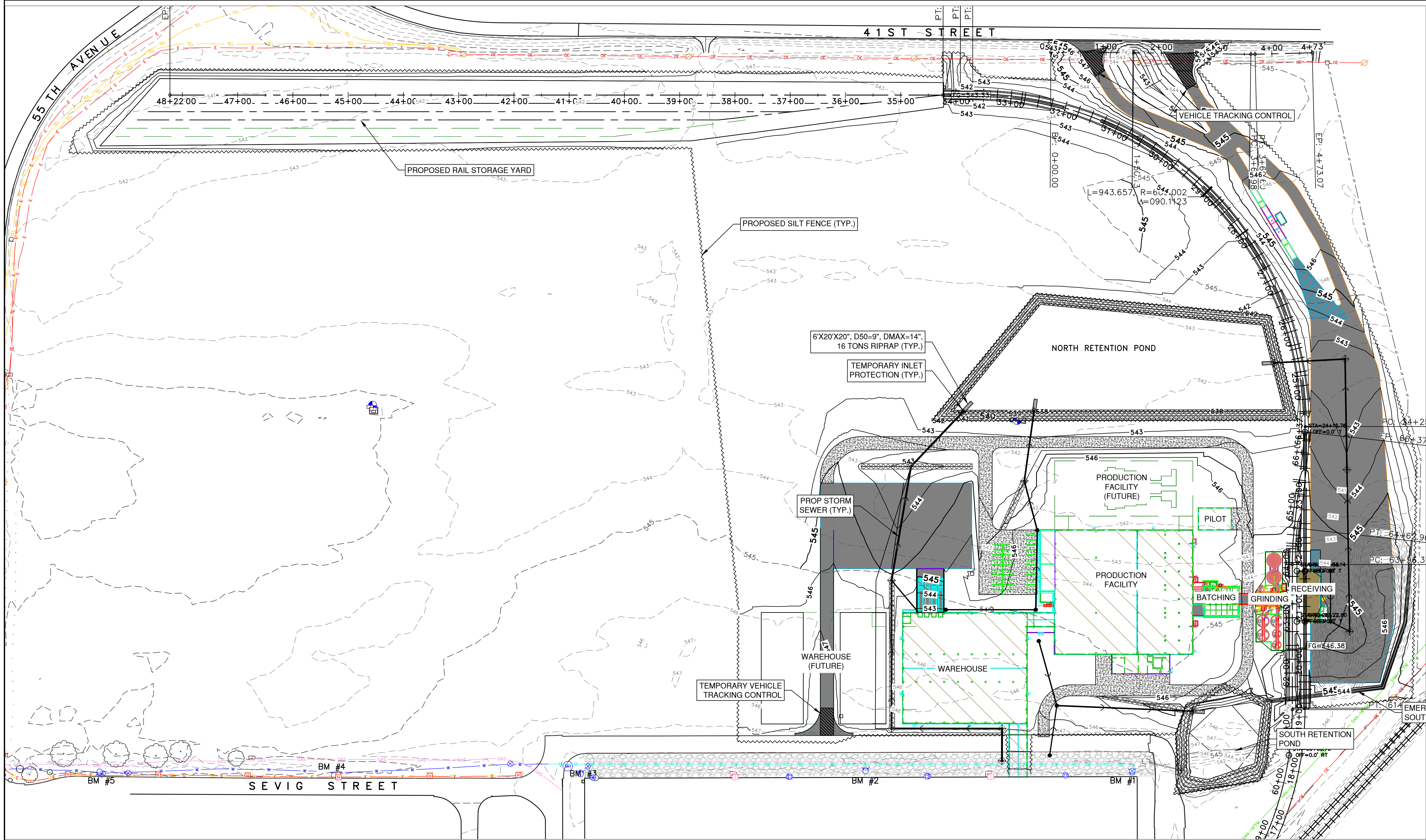
EXISTING & REMOVAL PLAN

PROJ NO:	8875.22
CONST PROJ:	000
SCALE:	AS NOTED
DATE:	3/6/23

DRAWING NO:	C-6
SHEET NO:	6 OF 25

PLOTTED: 3/6/2023

F:\CIVIL\3D PROJECTS\8875 WL PORTLAND\22 PLAN SHEETS\8875 GRADING & EROSION CONTROL.DWG



- NOTE:
1. ROOF DRAIN NOT SHOWN FOR CLARITY PURPOSES
 2. BUILDING PAD PCC AND ROCK BASE DEPTHS ARE ASSUMED VALUES
 3. *CONFIRM W/ OWNER IF NORTH RAIL GRADING WILL BE INCLUDED IN THE BID

FINISHED FLOOR ELEVATIONS

LOCATION	ELEVATION
PRODUCTION FACILITY	546.75
WAREHOUSE	546.75
BATCHING	546.75
GRINDING	546.00
RECEIVING	546.00
PILOT PLANT	546.75
PRODUCTION (FUTURE)	546.75
WAREHOUSE (FUTURE)	546.75

LEGEND

	PROPOSED 10.5" PCC HEAVY DUTY PAVEMENT ON 4" ROCK BASE		WOOD EXCELSIOR MATTING
	PROPOSED 6" PCC LIGHT DUTY PAVEMENT ON 4" ROCK BASE		SILT FENCE
	PROPOSED BUILDING PADS WITH 6" PCC ON 6" ROCK BASE*		INLET PROTECTION DEVICE
	VEHICLE TRACKING CONTROL		

*GRADING SUMMARY W/O N RAIL

	CUT (CY)	FILL (CY)
UNADJUSTED	34,574.90	43,320.31
FACTORED PAVEMENT & ROCK	+7044	-8826
SUBTOTAL	41,619.19	34,494.23
30% SHRINKAGE		10,348.27
TOTAL	41,619.19	44,842.50

NET (CY) FILL SHORTAGE

3,223.31

(EXPAND N RETENTION POND IF NECESSARY OR CUT FROM N RAIL STORAGE YARD)

*OVERALL GRADING SUMMARY (INCLUDING N RAIL)

	CUT (CY)	FILL (CY)
UNADJUSTED	39,386.47	56,057.63
FACTORED PAVEMENT & ROCK	+13593	-19346
SUBTOTAL	52,979.33	36,711.30
30% SHRINKAGE		11,013.39
TOTAL	52,979.33	47,724.69

NET (CY) EXCESS TO BE SPREAD ON SITE

5,254.64

TOPSOIL 22,326 CY STRIP, SALVAGE, & RESPREAD AS NON-STRUCTURAL FILL

ALL GRADING QUANTITIES DO NOT ACCOUNT FOR SUBGRADE IMPROVEMENTS RECOMMENDED BY GEOTECHNICAL REPORT.

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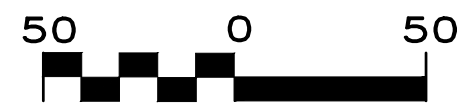
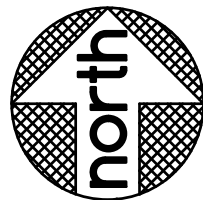
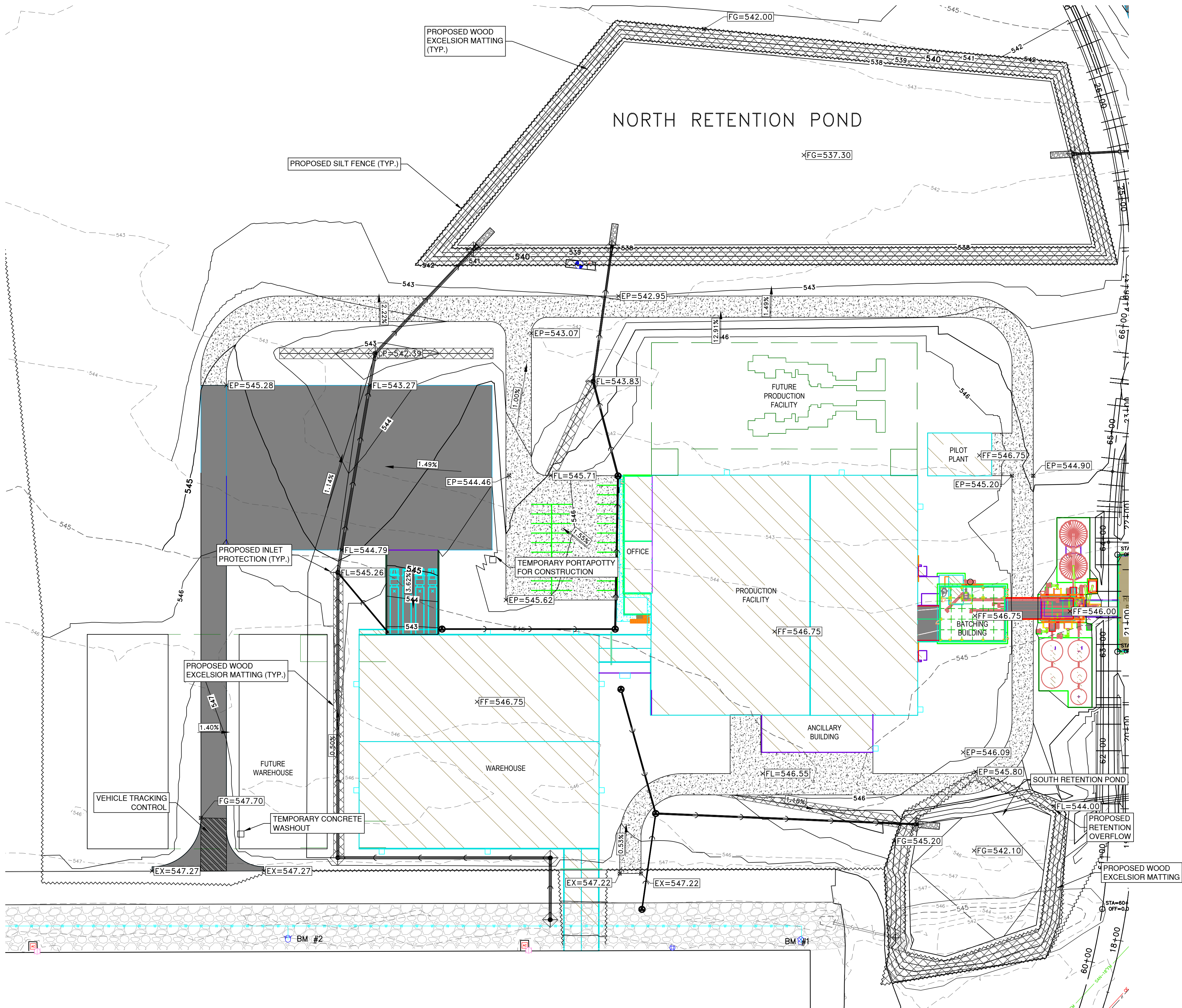
Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD
PHONE (563) 263-7691
MUSCATINE, IOWA
EMAIL info@martin-whitacre.com

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KENT PET GROUP
MUSCATINE, IOWA

GRADING & EROSION CONTROL PLAN

PROJ NO:	8875.22	DRAWING NO:
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- NOTE:
1. ROOF DRAIN NOT SHOWN FOR CLARITY PURPOSES
 2. BUILDING PAD PCC AND ROCK BASE DEPTHS ARE ASSUMED VALUES

NORTH RETENTION SUMMARY:
REQUIRED STORAGE: 214,692 CF
PROVIDED STORAGE: 474,452 CF
INFILTRATION RATE: 14.92 CFS (7.4 IN/HR)
BOTTOM AREA: 2.0 ACRES

SOUTH RETENTION SUMMARY:
REQUIRED STORAGE: 14,293 CF
PROVIDED STORAGE: 32,958 CF
INFILTRATION RATE: 3.13 CFS (7.4 IN/HR)
BOTTOM AREA: 0.34 ACRES

FINISHED FLOOR ELEVATIONS	
LOCATION	ELEVATION
PRODUCTION FACILITY	546.75
WAREHOUSE	546.75
BATCHING	546.75
GRINDING	546.00
RECEIVING	546.00
PILOT PLANT	546.75
PRODUCTION (FUTURE)	546.75
WAREHOUSE (FUTURE)	546.75

LEGEND

- PROPOSED 10.5" PCC HEAVY DUTY PAVEMENT ON 4" ROCK BASE
- PROPOSED 6" PCC LIGHT DUTY PAVEMENT ON 4" ROCK BASE
- PROPOSED BUILDING PADS WITH 6" PCC ON 6" ROCK BASE*
- WOOD EXCELSIOR MATTING
- SILT FENCE
- INLET PROTECTION DEVICE
- VEHICLE TRACKING CONTROL

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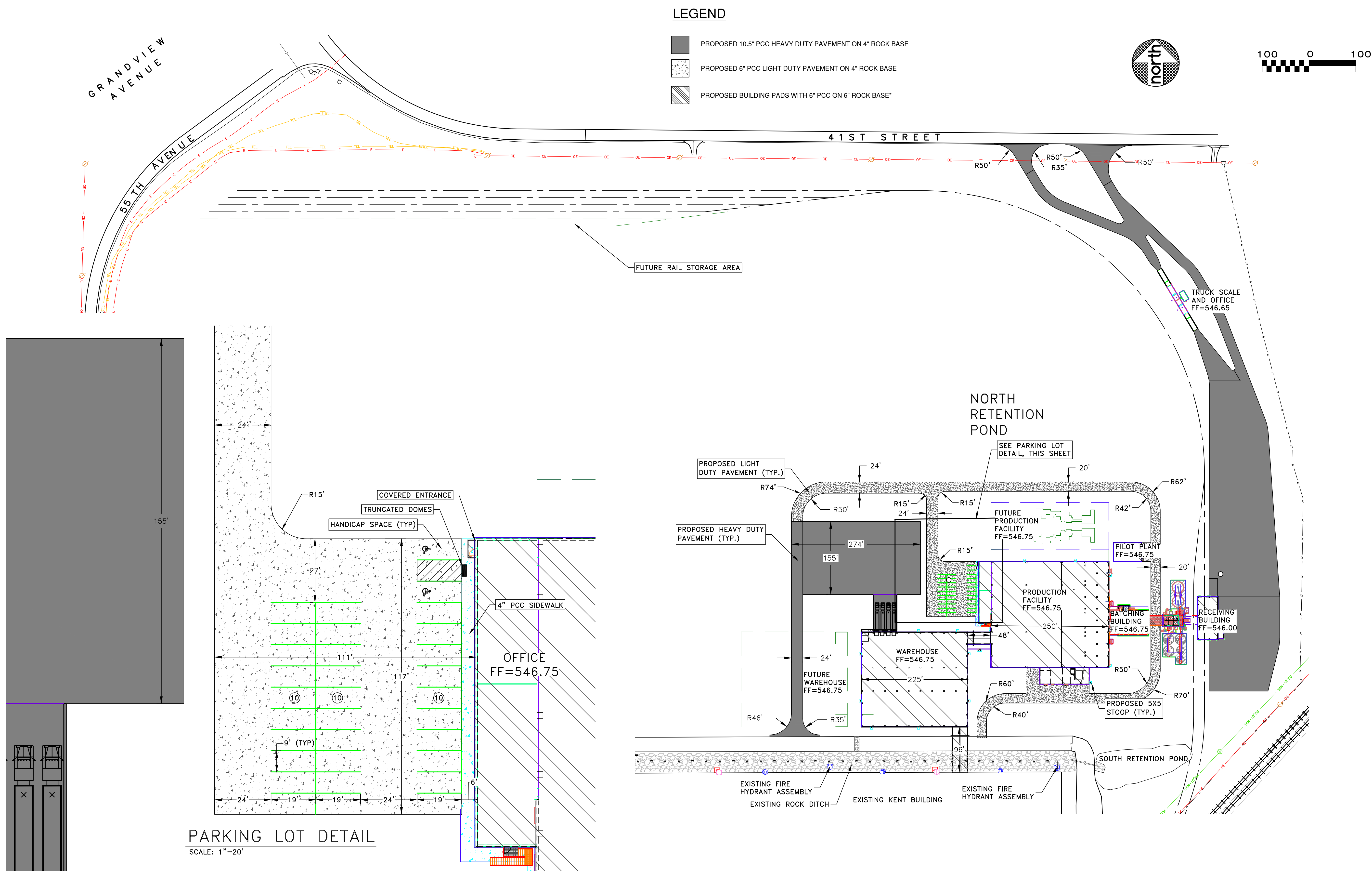
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Surveyors & Engineers, Inc.
1508 BIDWELL ROAD
MUSCATINE, IOWA
PHONE (563) 263-7691
EMAIL info@martin-whitacre.com

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GRADING & EROSION CONTROL
SOUTH PLAN

PROJ NO:	8875.22	DRAWING NO:
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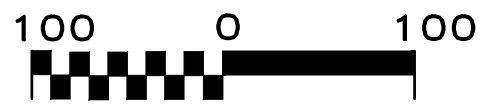
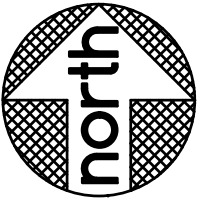


Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD
MUSCATINE, IOWA
PHONE (563) 263-7691
EMAIL info@martin-whitacre.com

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SITE PLAN

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-10
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	10 OF 25



GRANDVIEW AVENUE

41ST STREET

55TH AVENUE

— TRACK A
— TRACK B
— TRACK C
— TRACK D
— FUTURE TRACK E
— FUTURE TRACK F

FUTURE RAIL STORAGE

TRUCK SCALE AND OFFICE

PROPOSED FIRE HYDRANT ASSEMBLY

6'X20'X20", D50=9",
DMAX=14", 16 TONS RIPRAP

PROPOSED SANITARY LIFT
STATION (SEE DETAILS)

6'X20'X20", D50=9",
DMAX=14", 16 TONS RIPRAP

PROPOSED FLARED END
SECTION (TYP.)

NORTH
RETENTION
POND

6'X20'X20", D50=9",
DMAX=14", 16 TONS RIPRAP

PROPOSED SANITARY
SEWER PIPE (TYP.)

PROPOSED 8" WATER
MAIN W/5' COVER (TYP.)

PROPOSED WATER
VALVE (TYP.)

PROPOSED V-GRATE
INTAKE (TYP.)

PROPOSED 6" SANITARY
LATERAL (TYP.)

PROPOSED SANITARY
CLEANOUT (TYP.)

PROPOSED 36" OPEN
DITCH INTAKE (TYP.)

PROPOSED STORM
SEWER PIPE (TYP.)

PROPOSED FIRE
HYDRANT ASSEMBLY

PROPOSED FIRE
HYDRANT ASSEMBLY

PROPOSED 1" WATER
SERVICE (TYP.)

PROPOSED ROOF
DRAIN LINE (TYP.)

PROPOSED FIRE
HYDRANT ASSEMBLY

PROPOSED ROOF
DRAIN WYE (TYP.)

PROPOSED 8" FIRE SERVICE

PROPOSED 4" SANITARY
SEWER MANHOLE (TYP.)

CONNECT TO EXISTING WATER
MAIN W/8" GATE VALVE

PROPOSED 3" SANITARY FORCE MAIN

CONNECT TO EXISTING
WATER MAIN AT
EXISTING 8" GATE VALVE

CONNECT 3" FORCE MAIN
TO EXISTING SANITARY
SEWER INV=540'

SEVIG STREET

EXISTING 8" WATER MAIN

EXISTING FIRE
HYDRANT ASSEMBLY

EXISTING 8" WATER MAIN

EXISTING FIRE
HYDRANT ASSEMBLY

EXISTING WAREHOUSE

REMOVE & REPLACE 6" PCC
ON 4" ROCK (MATCH THICKNESS)

SOUTH RETENTION POND

EXISTING FIRE
HYDRANT ASSEMBLY

PROPOSED 3" WATER SERVICE

PROPOSED FIRE
HYDRANT ASSEMBLY

PROPOSED 8" FIRE SERVICE

PROPOSED ROOF
DRAIN WYE (TYP.)

PROPOSED FIRE
HYDRANT ASSEMBLY

PROPOSED ROOF
DRAIN CLEANOUT (TYP.)

PROPOSED V-GRATE
INTAKE (TYP.)

PROPOSED 8" WATER
MAIN W/5' COVER (TYP.)

PROPOSED SANITARY
SEWER PIPE (TYP.)

6'X20'X20", D50=9",
DMAX=14", 16 TONS RIPRAP

PROPOSED FIRE HYDRANT ASSEMBLY

TRUCK SCALE AND OFFICE

FUTURE RAIL

EXISTING 10" SANITARY
SEWER @ 0.75%

SANITARY M.H. RIM = 545.12
└ NW 2" PVC = 540.19
└ S 10" PVC @ BOTTOM = 539.81
└ E 3" PVC = 540.12

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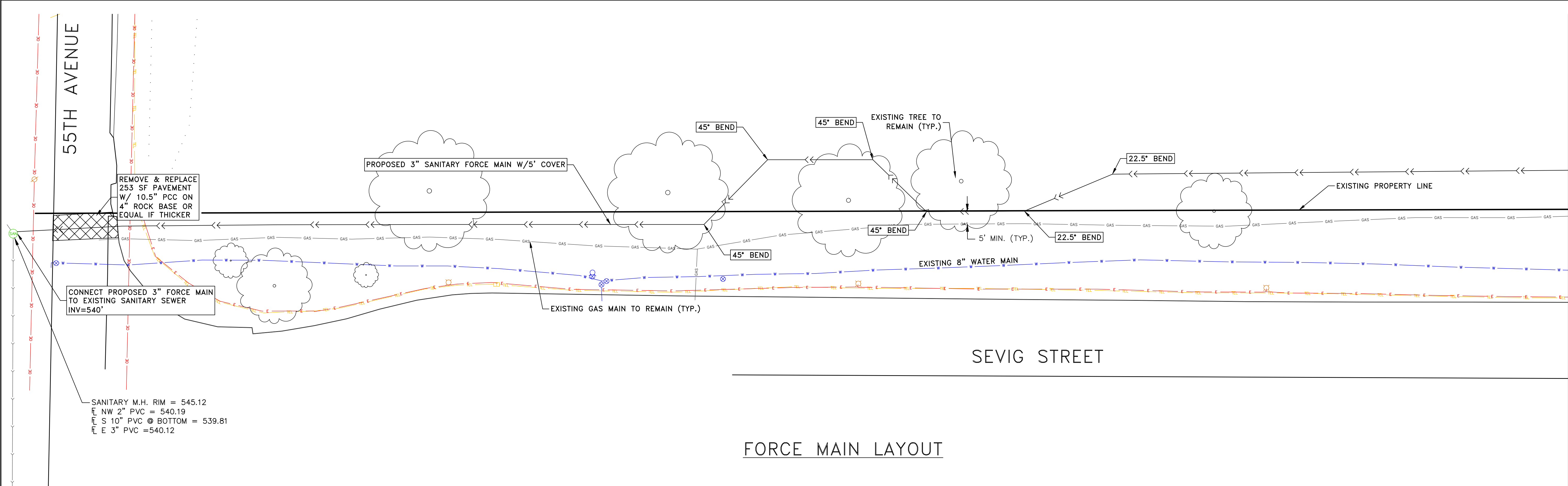
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MUSCATINE, IOWA
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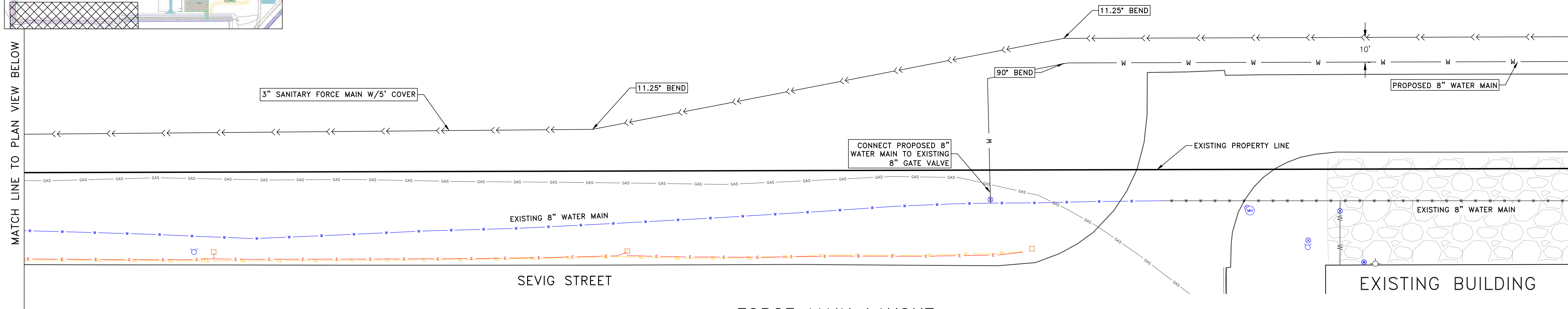
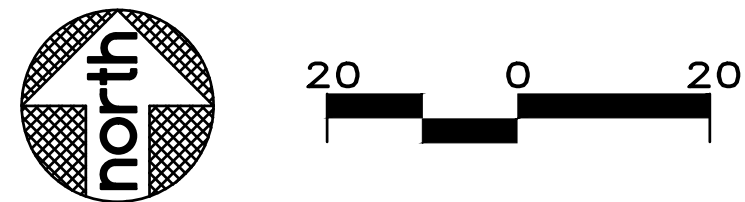
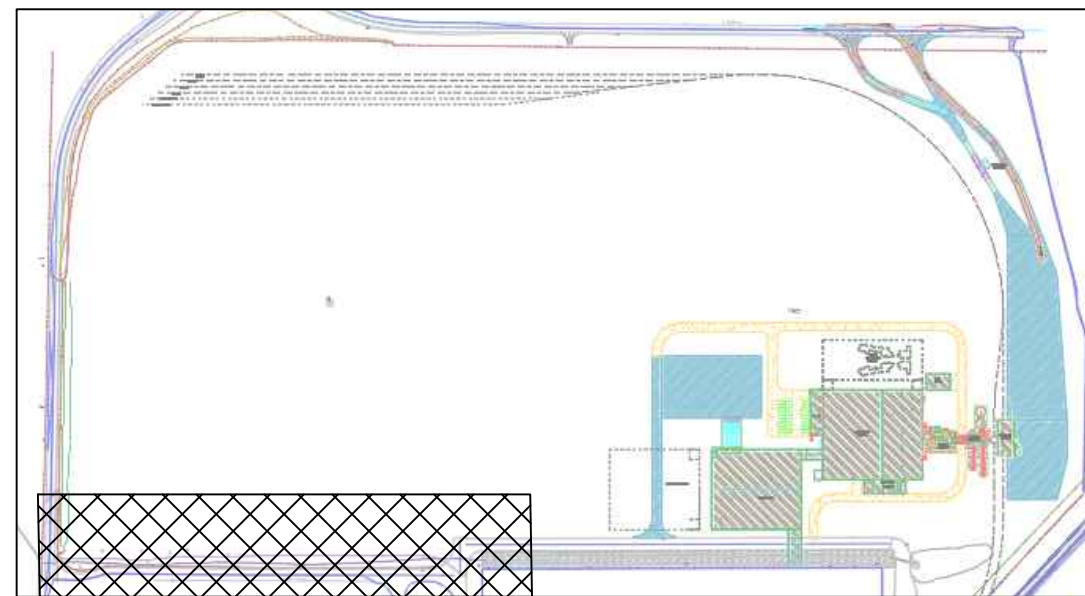
UTILITY PLAN

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-11
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	11 OF 25

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FORCE MAIN LAYOUT



FORCE MAIN LAYOUT

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				DRAWN BY:
				MAR
				PROJECT ENGR:
				MWJ



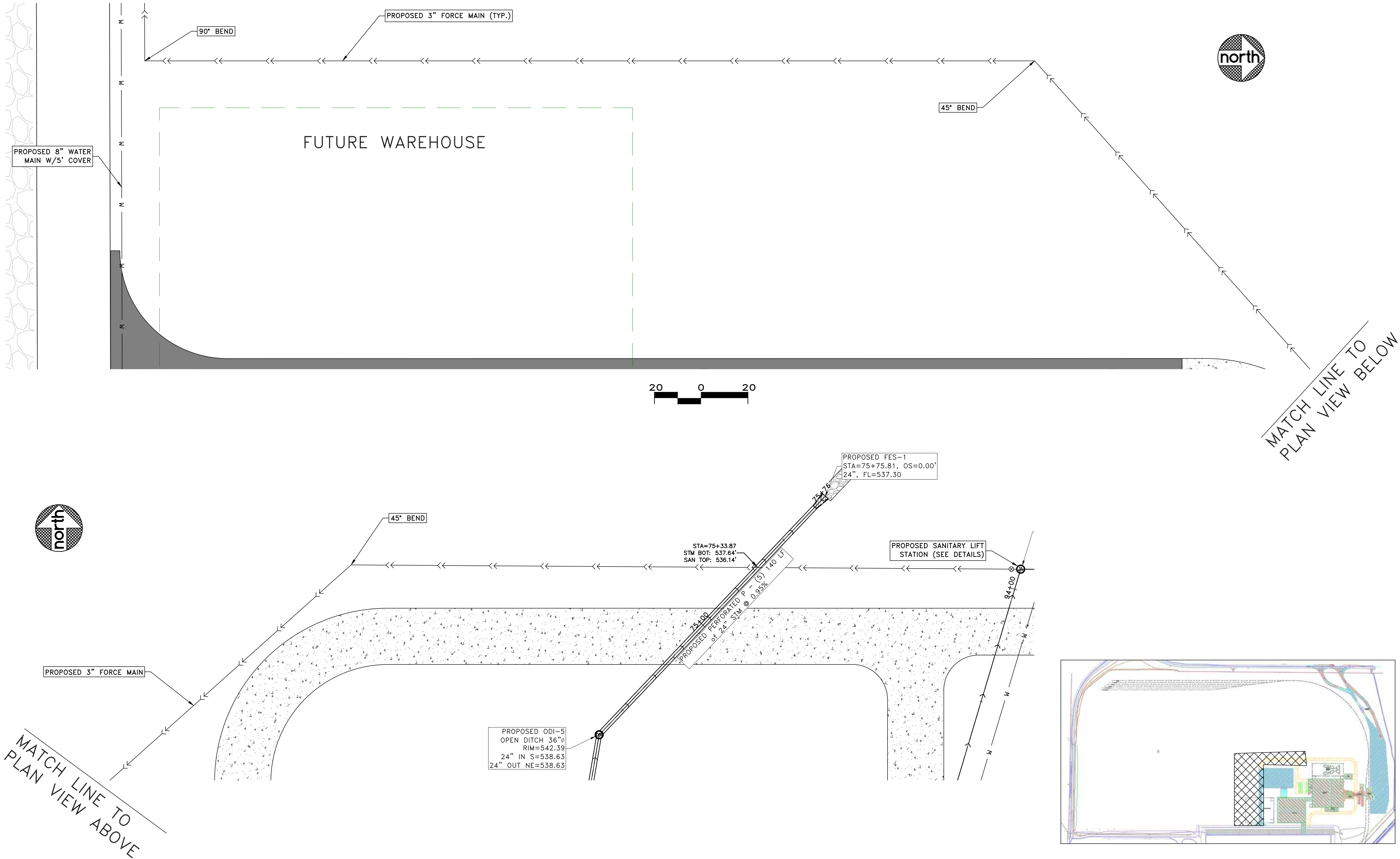
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1508 BIDWELL ROAD
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PHONE (563) 263-7691
EMAIL info@martin-whitacre.com

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MUSCATINE, IOWA

SANITARY FORCE MAIN PLAN 1

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-12
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	12 OF 25

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				PROJECT ENGR:
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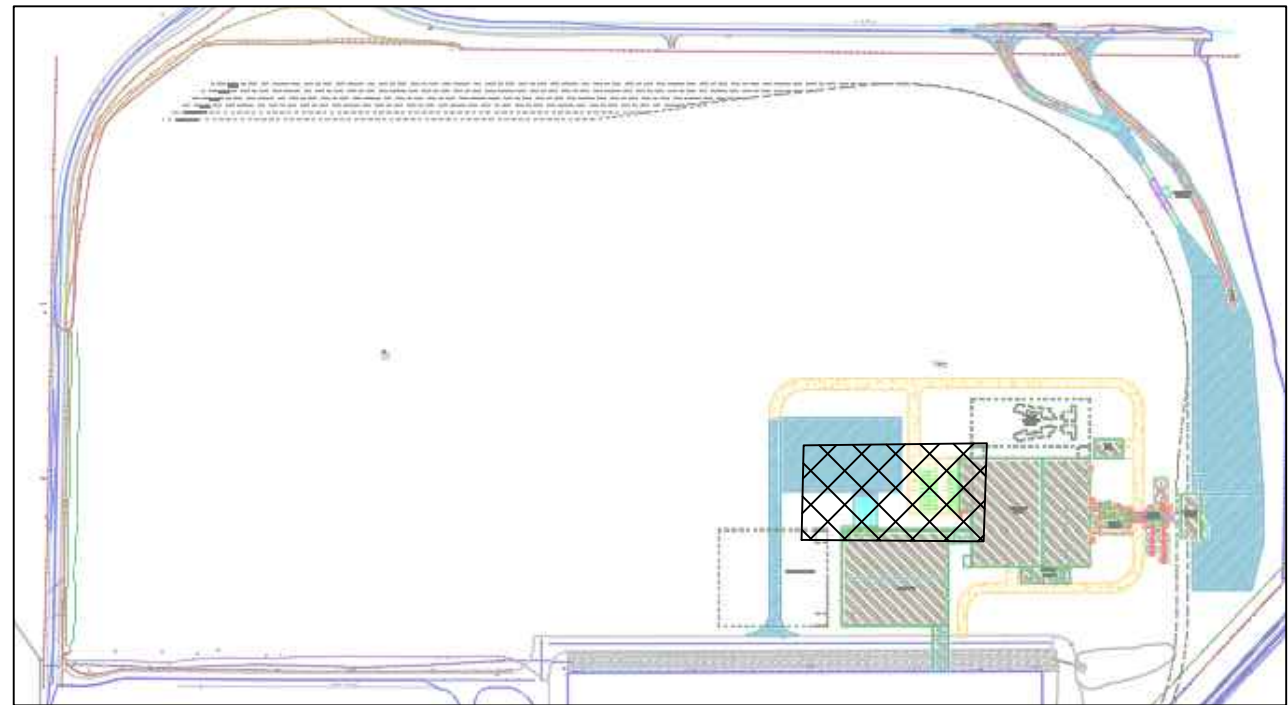
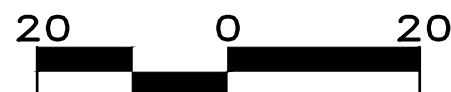
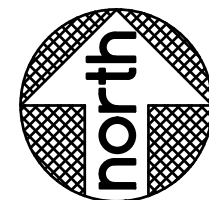
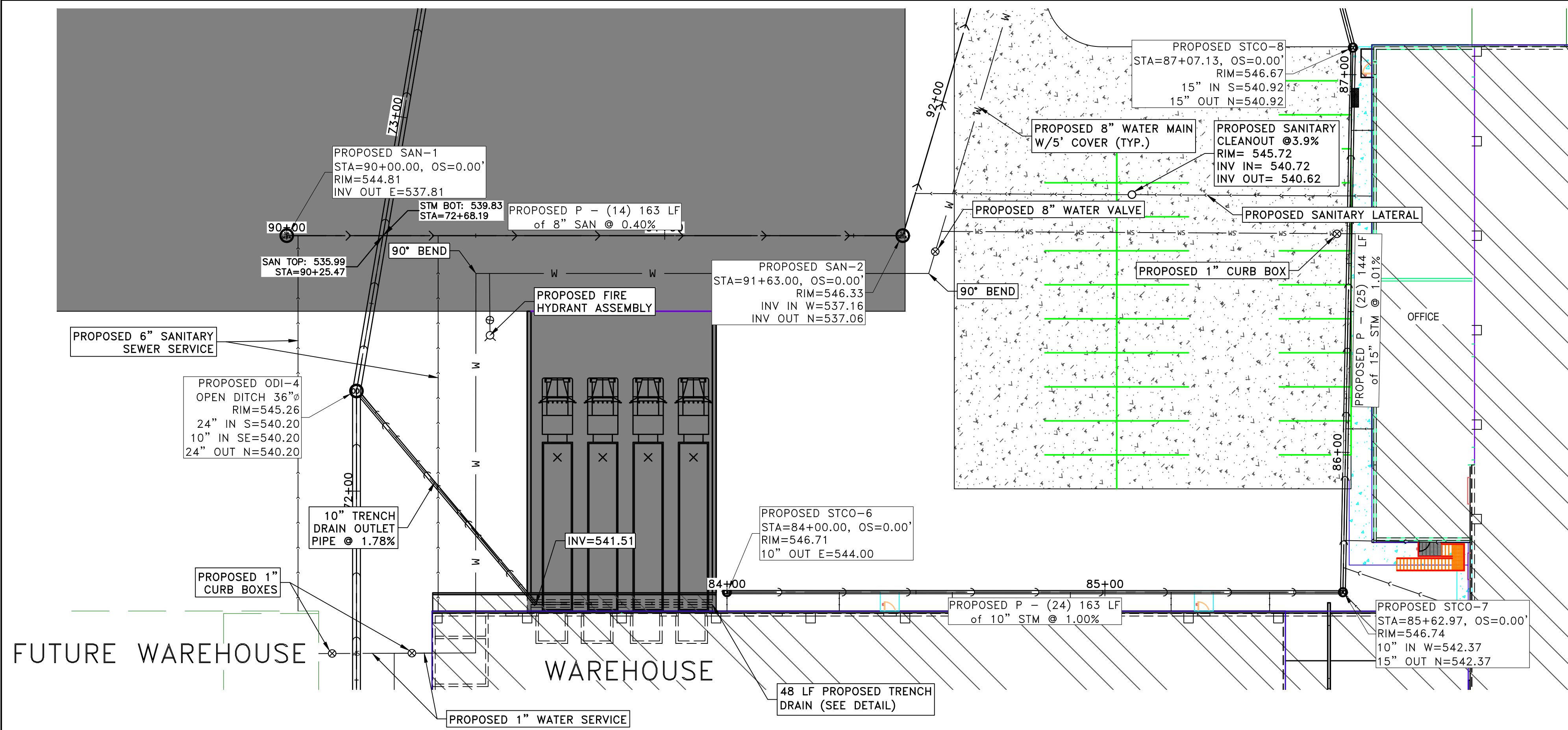
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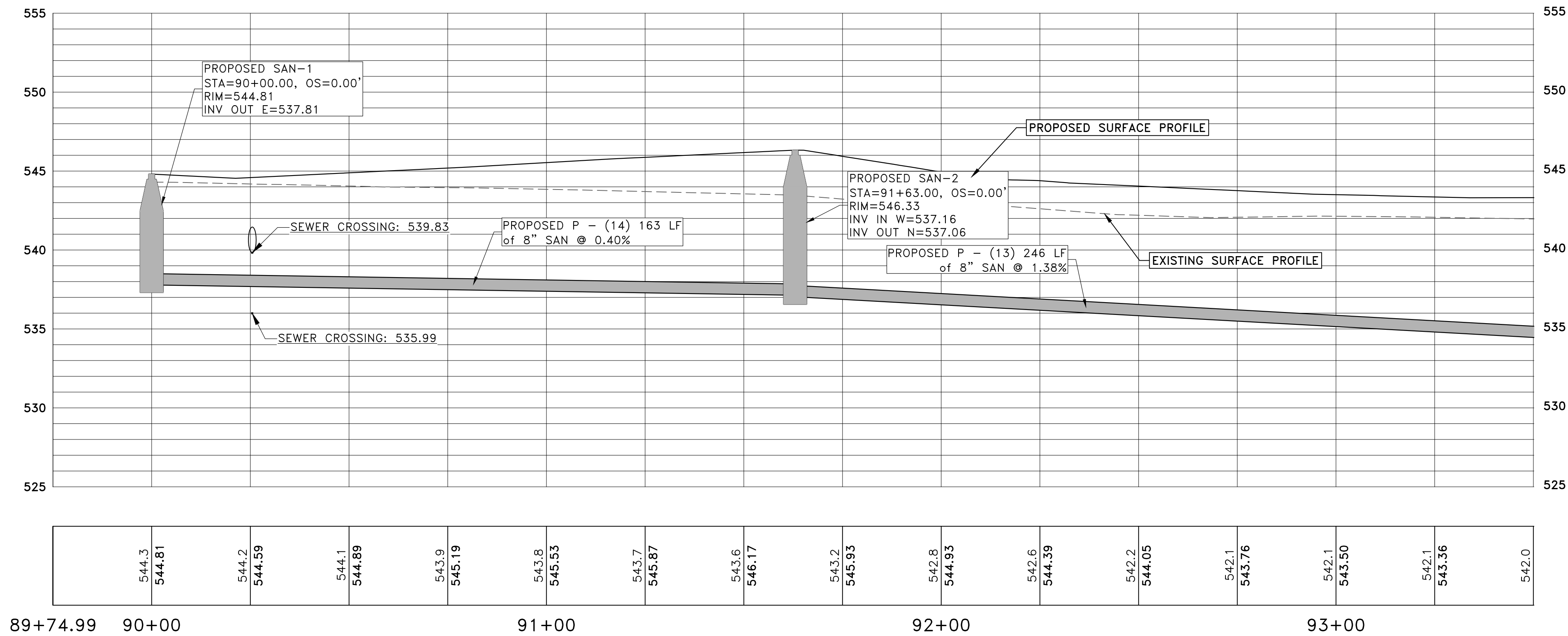
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CONST PROJ:	000	C-13
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	13 OF 25

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PROFILE VIEW OF SANITARY SEWER
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



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				PROJECT ENGR:
				MWJ



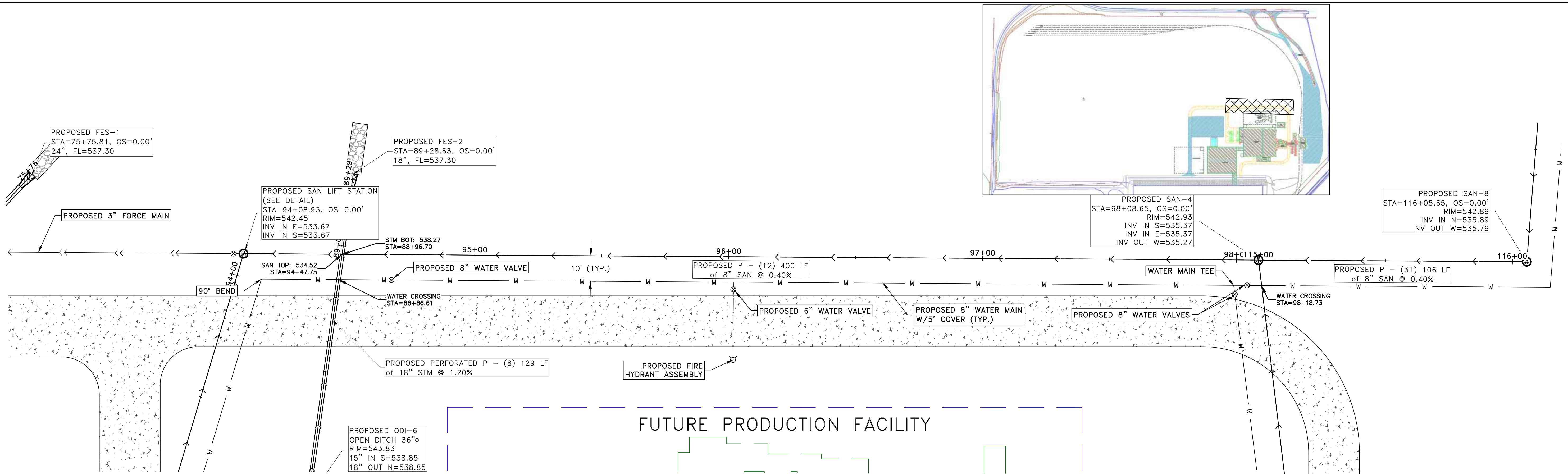
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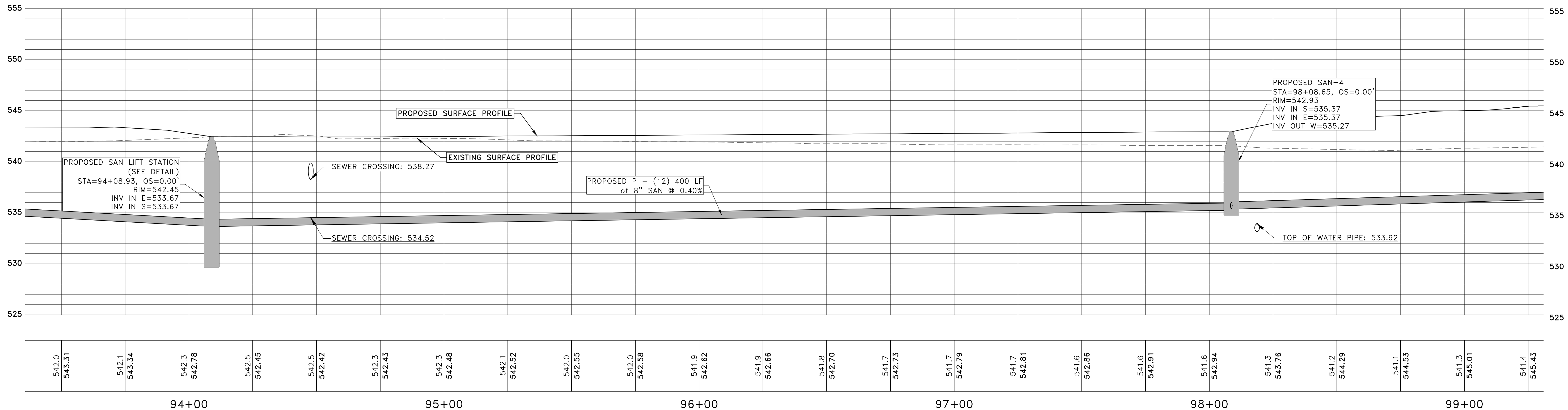
SANITARY & WATER PLAN 1

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-14
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	14 OF 25

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PROFILE VIEW OF SANITARY SEWER
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



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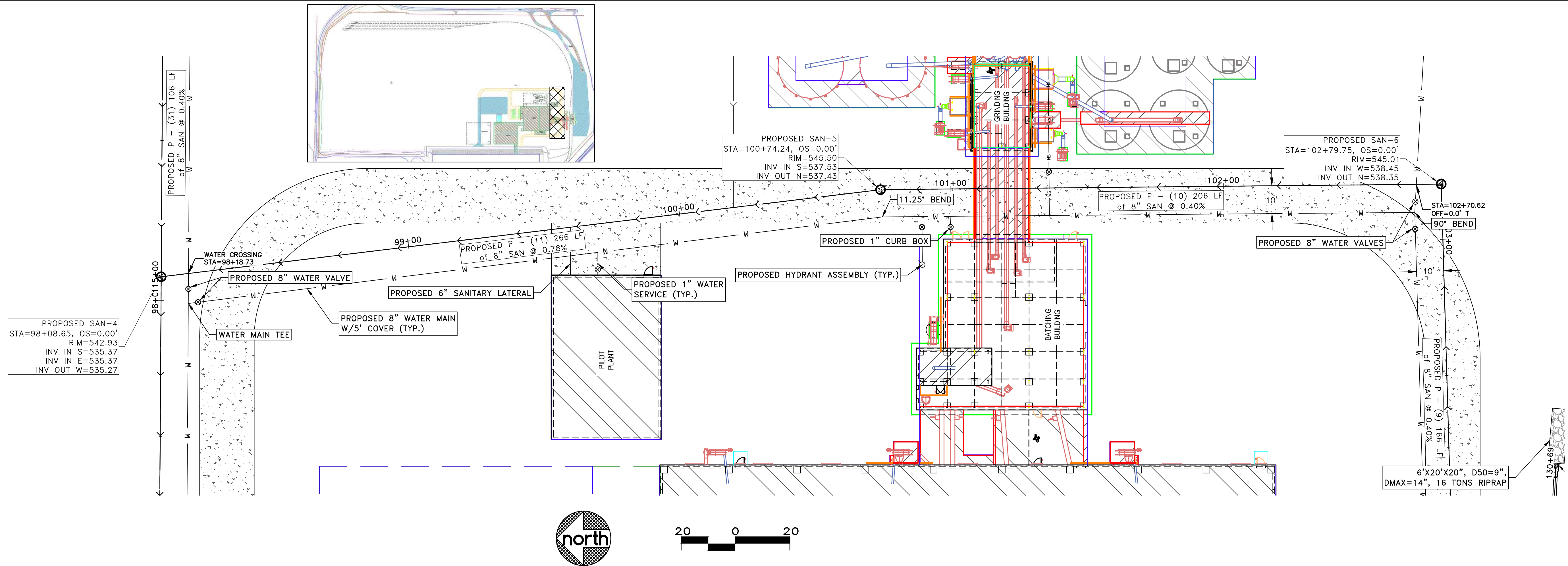
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Surveyors & Engineers, Inc.
1508 BIDWELL ROAD
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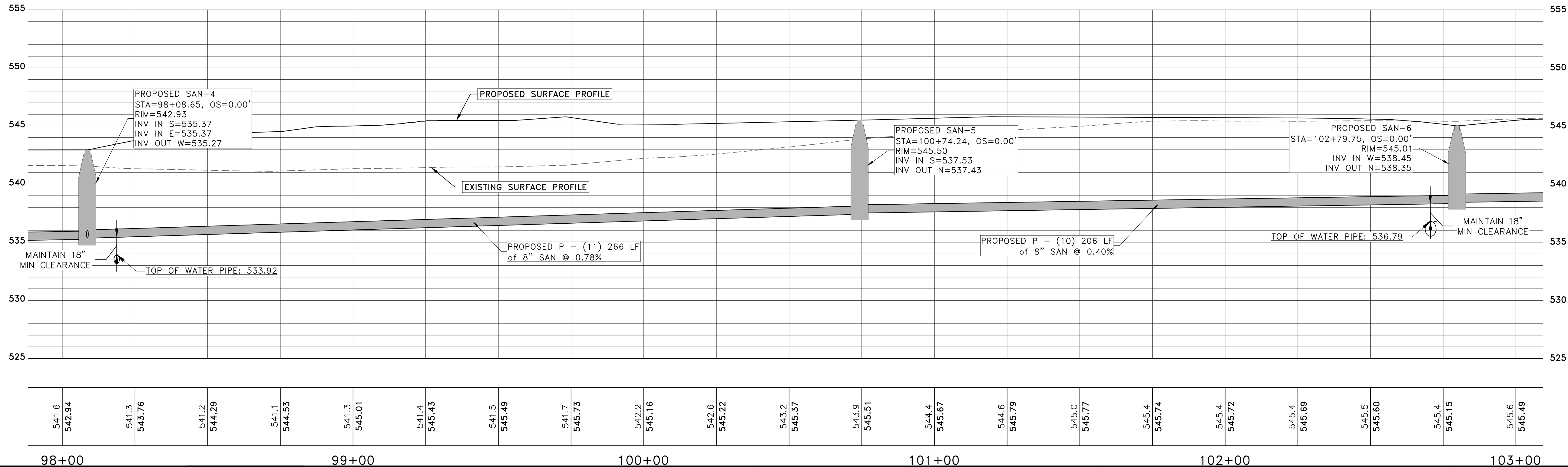
SANITARY & WATER PLAN 2

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-15
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	15 OF 25

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PROFILE VIEW OF SANITARY SEWER
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



#	DATE	DESCRIPTION	BY	DESIGNED BY:
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				PROJECT ENGR:
				MWJ



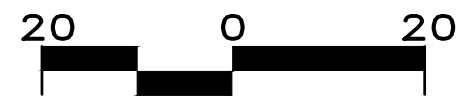
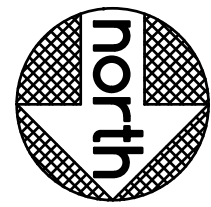
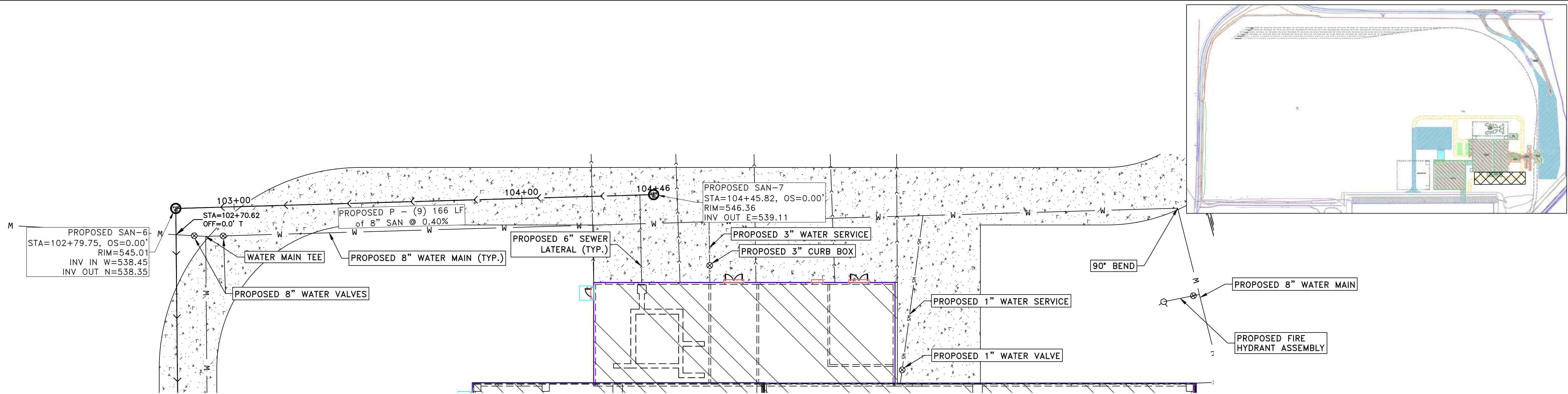
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MUSCATINE, IOWA
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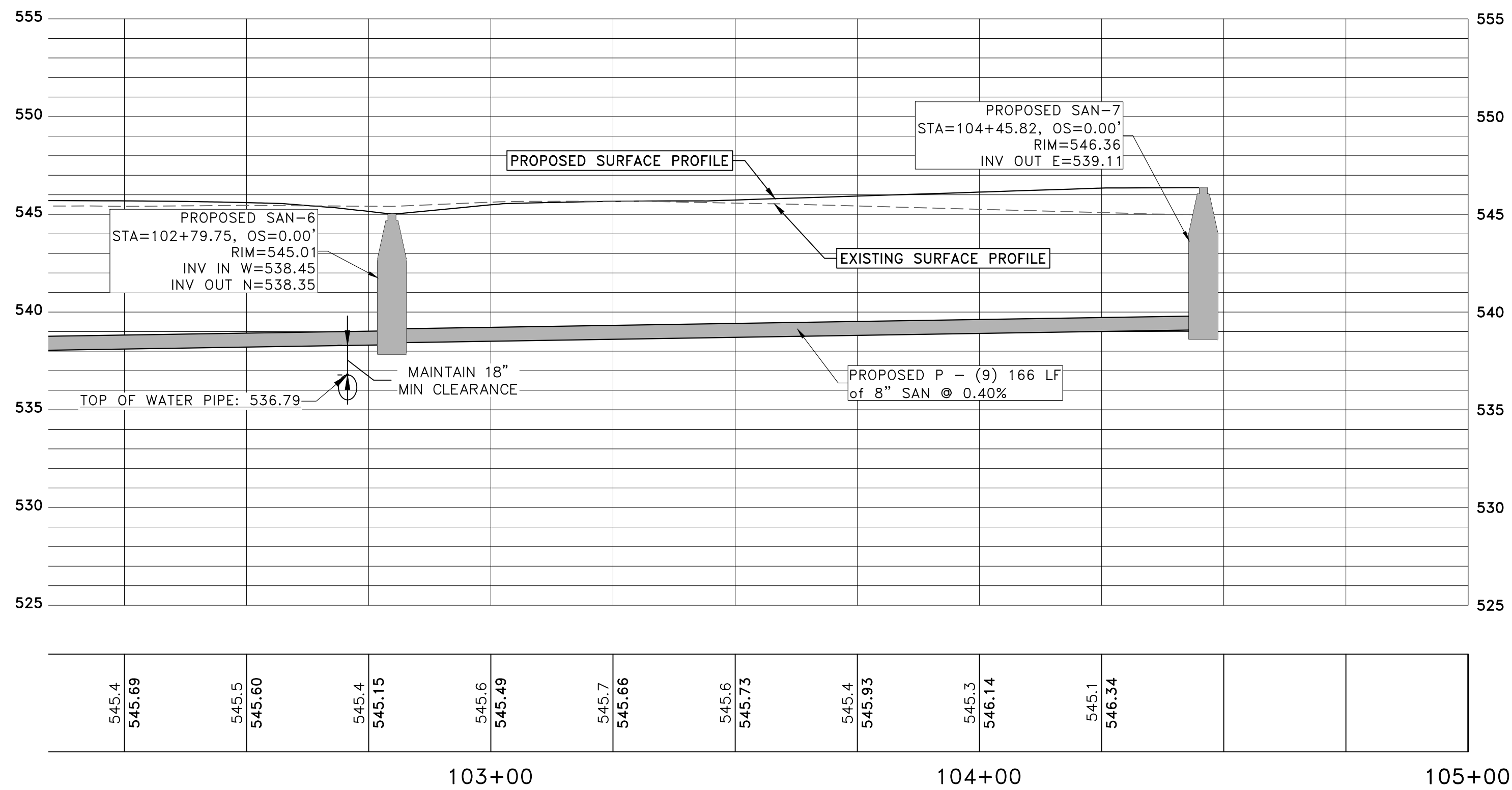
SANITARY & WATER PLAN 3

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-16
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	16 OF 25

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PROFILE VIEW OF SANITARY SEWER
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



#	DATE	DESCRIPTION	BY	DESIGNED BY:
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				DRAWN BY:
				MAR
				PROJECT ENGR:
				MWJ



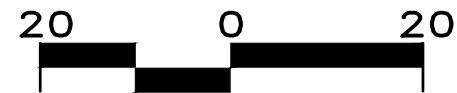
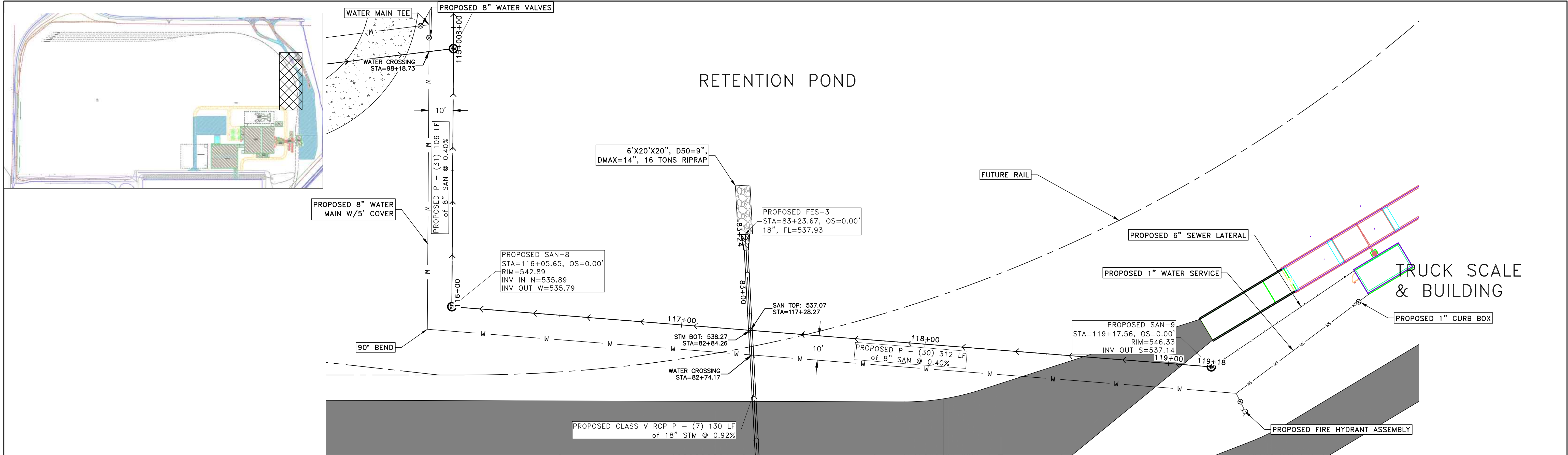
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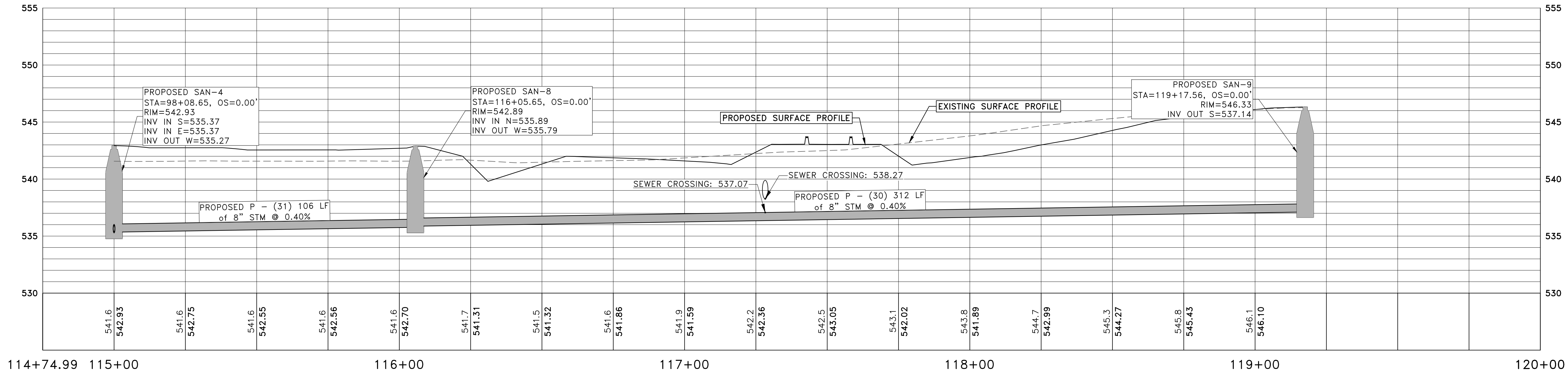
SANITARY & WATER PLAN 4

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CONST PROJ:	000	C-17
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	17 OF 25

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PROFILE VIEW OF NORTH SANITARY
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



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				PROJECT ENGR:
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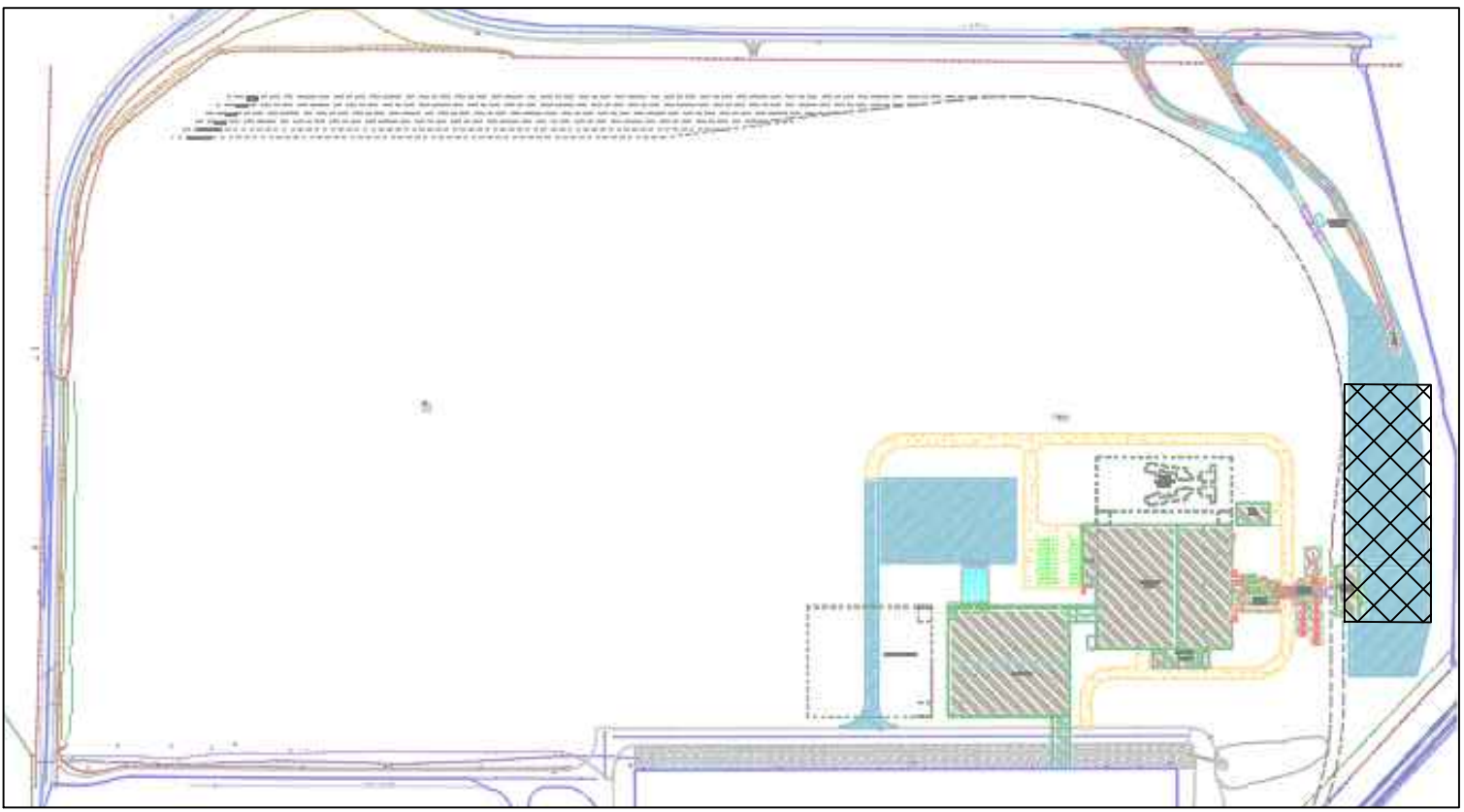
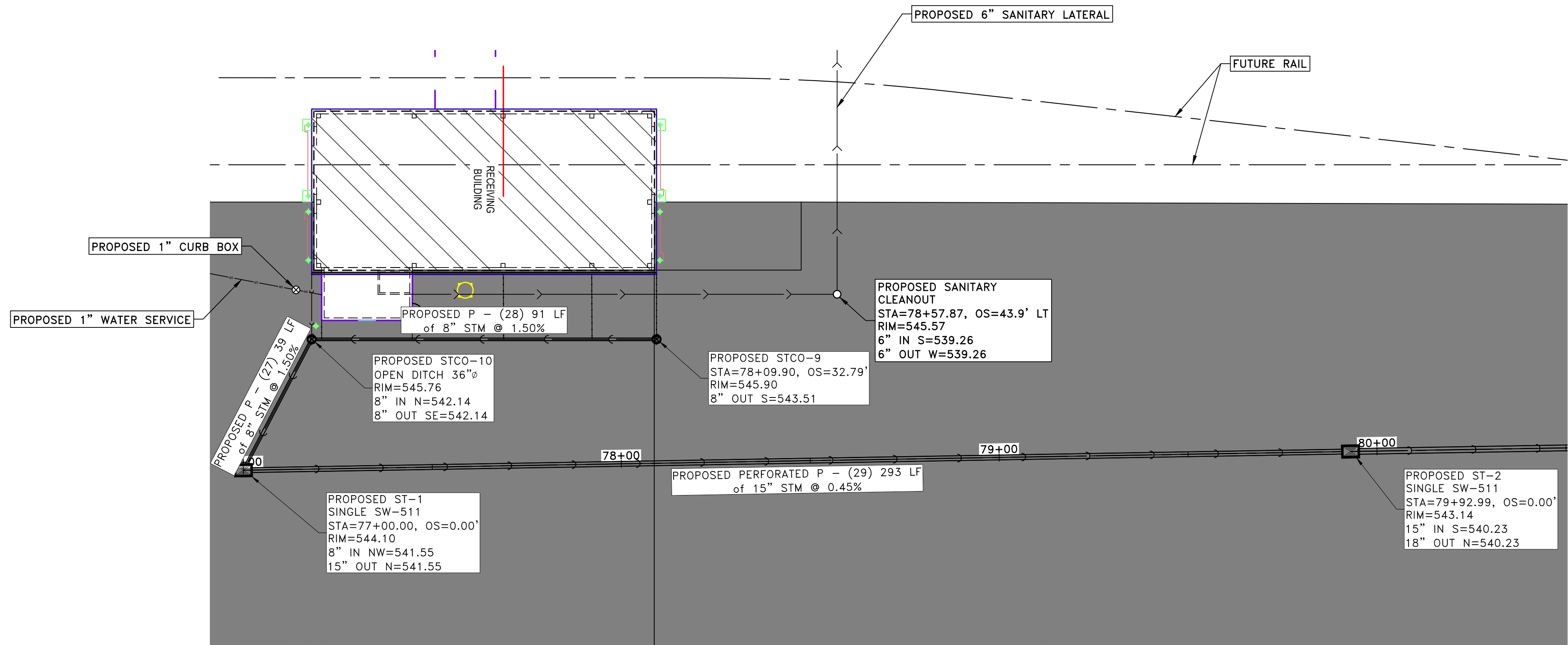
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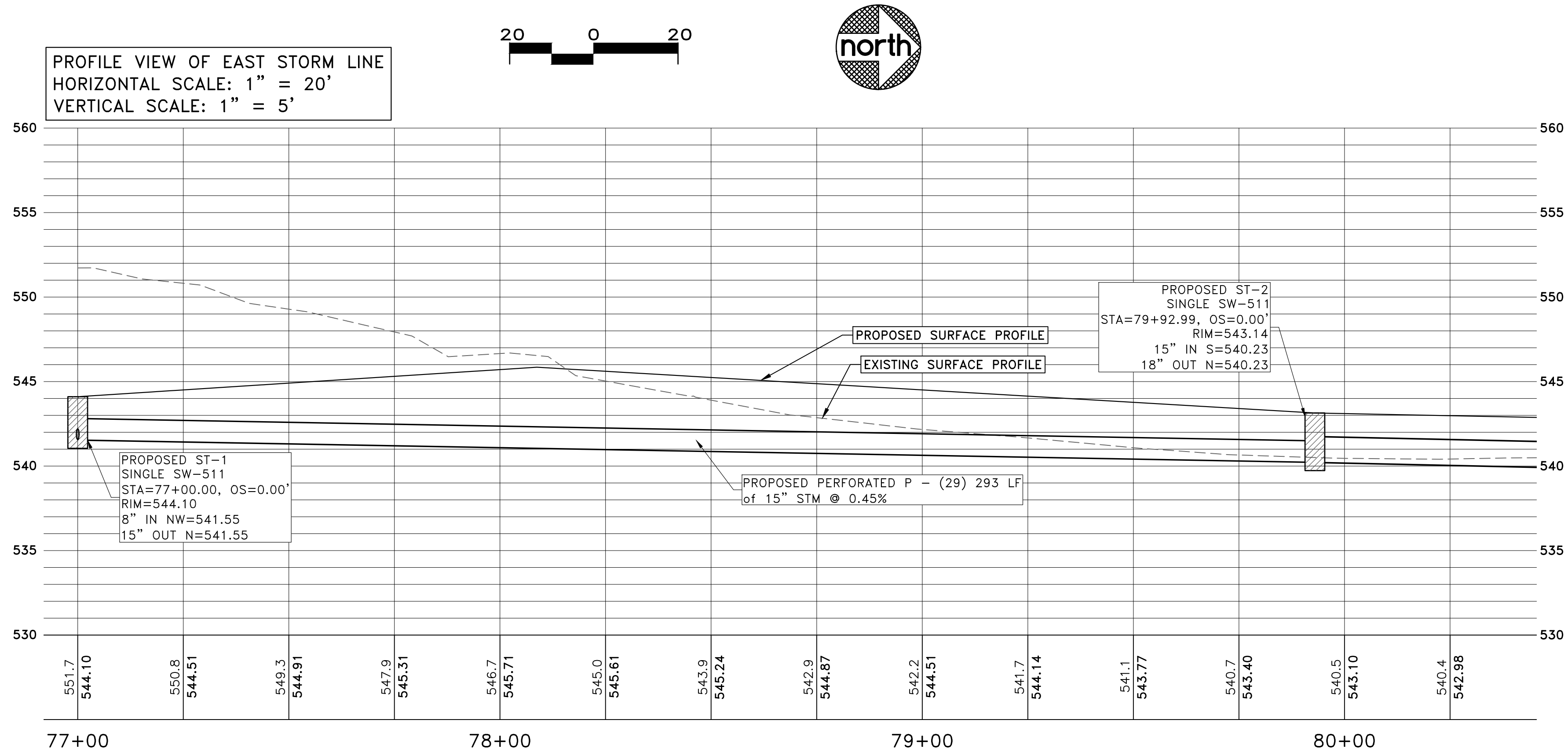
NORTH SANITARY & WATER PLAN

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-18
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	18 OF 25

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NOTE: CONNECT DOWNSPOUTS TO ROOF DRAIN W/PREFABRICATED 6" WYES



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				MAR
				PROJECT ENGR:
				MWJ



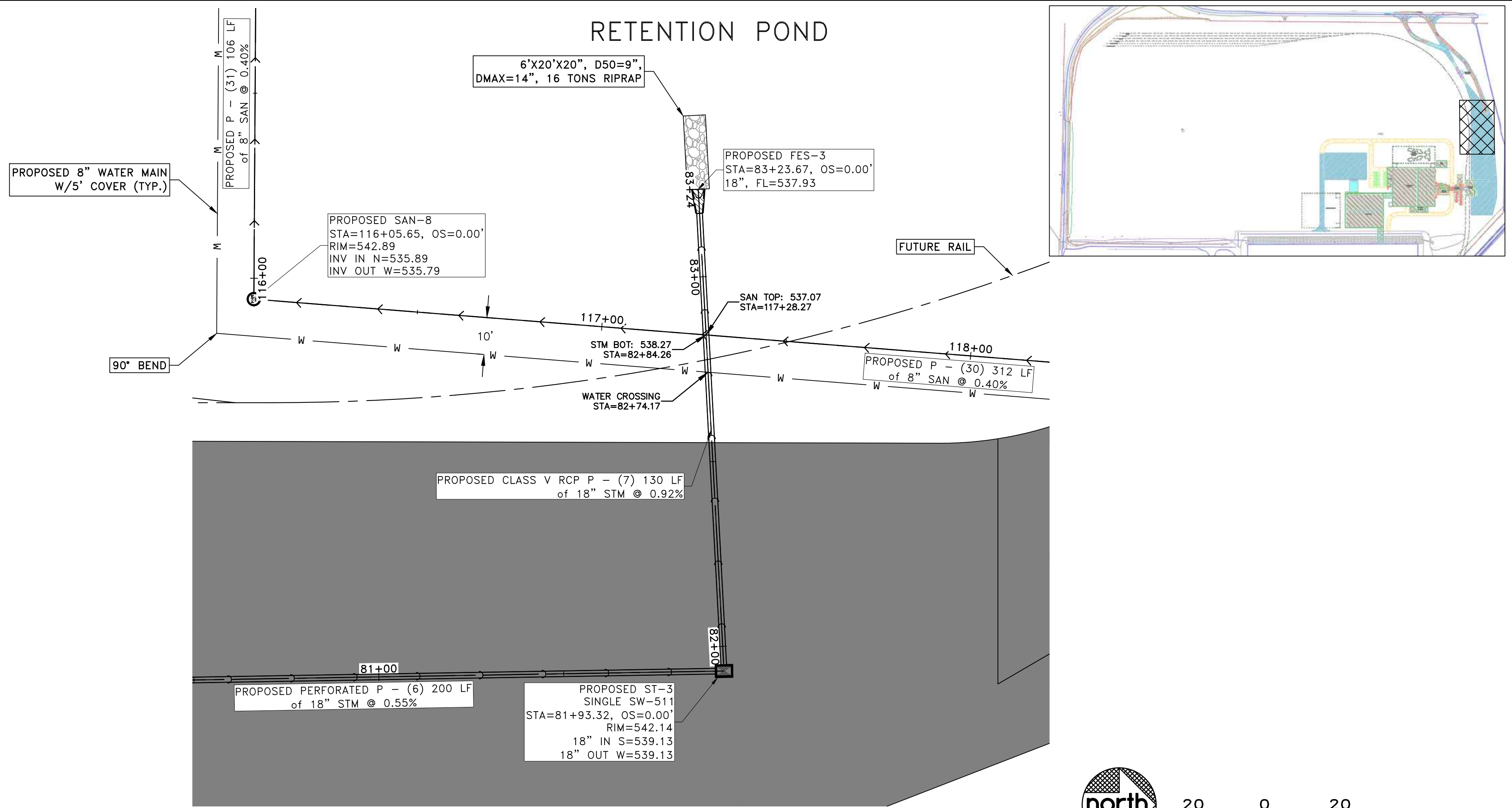
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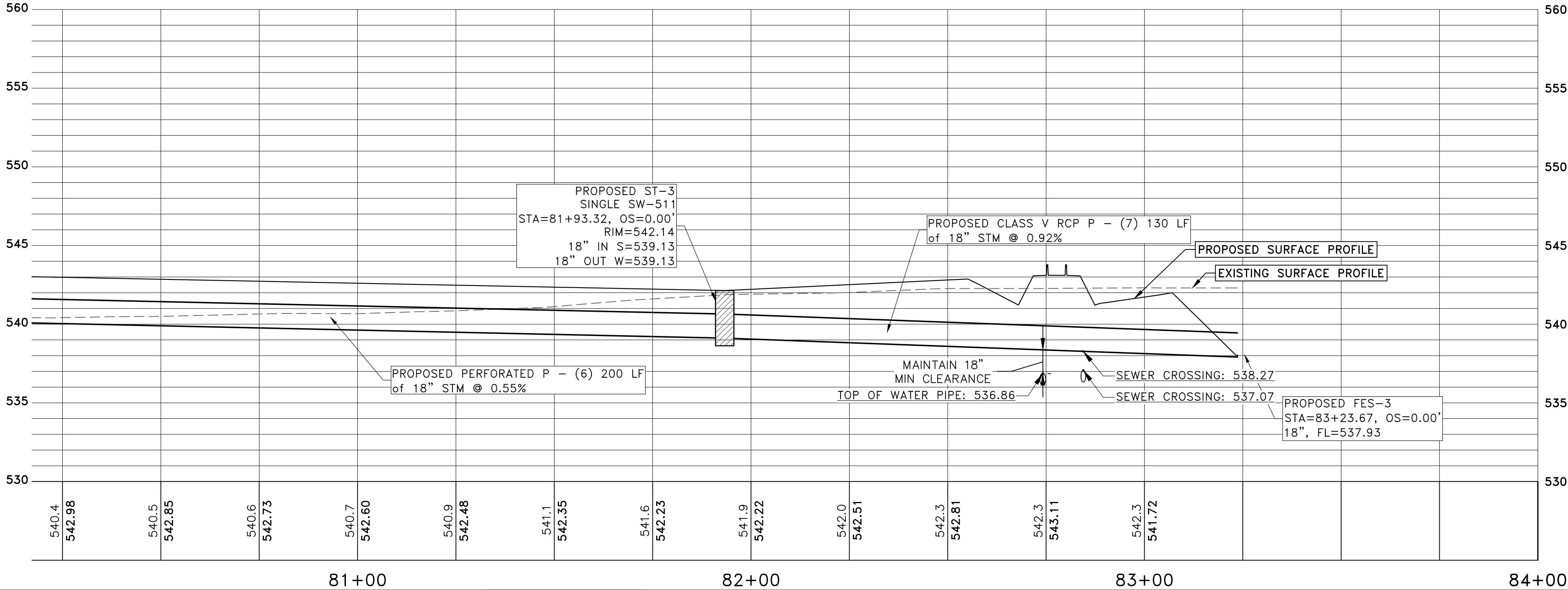
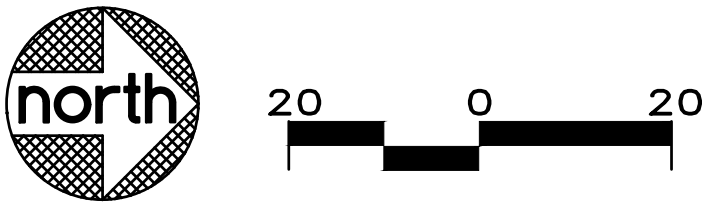
EAST STORM P&P 1

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-19
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	19 OF 25

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PROFILE VIEW OF EAST STORM LINE
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



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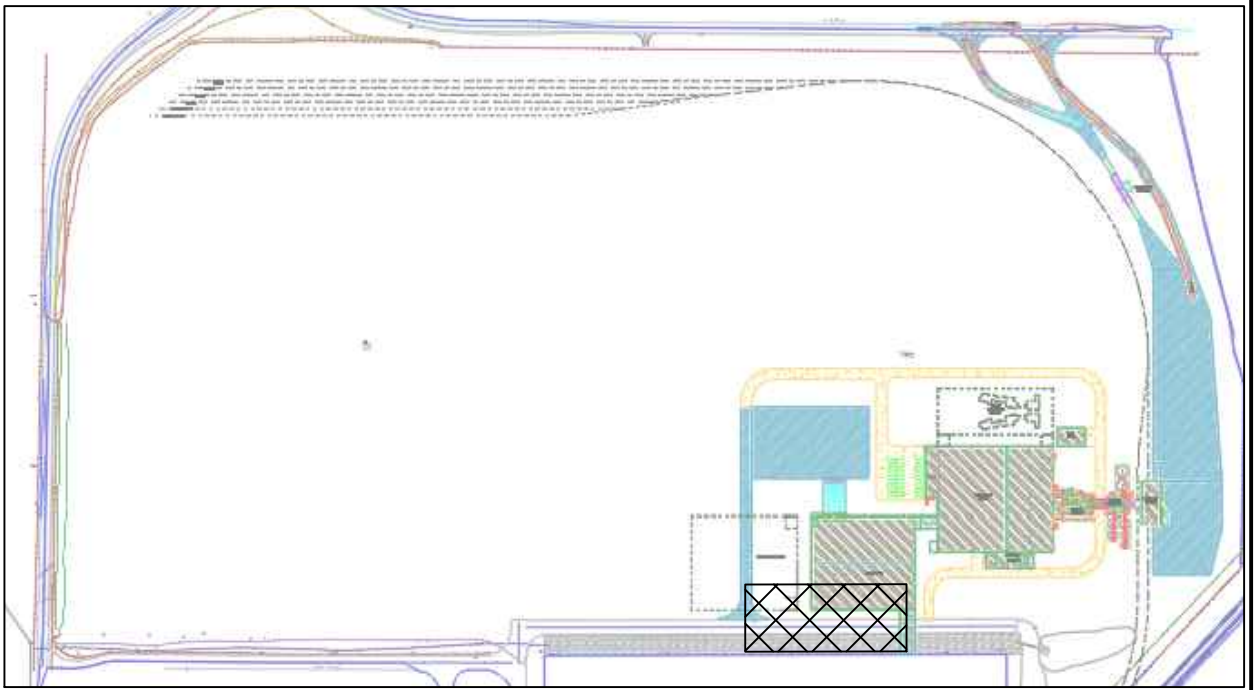
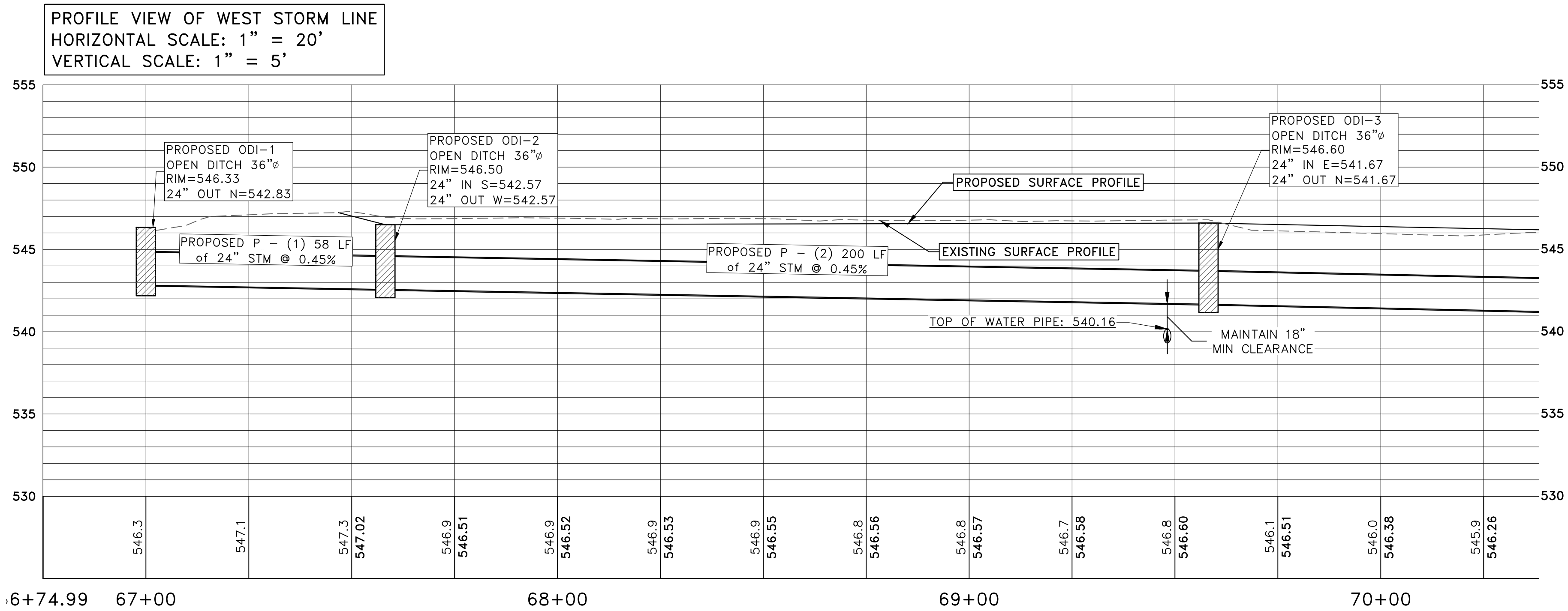
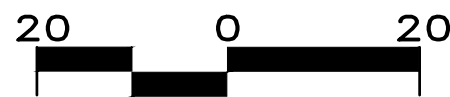
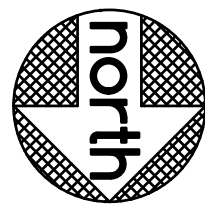
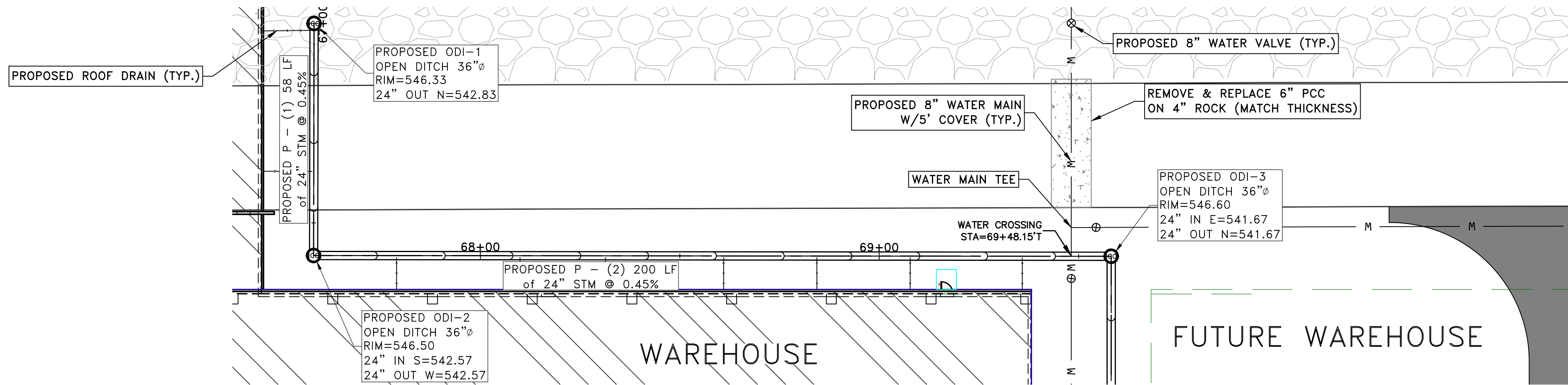
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Surveyors & Engineers, Inc.
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MUSCATINE, IOWA
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EAST STORM P&P 2

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-20
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	20 OF 25

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NOTE: CONNECT DOWNSPOUTS TO
ROOF DRAIN W/PREFABRICATED
6" WYES

#	DATE	DESCRIPTION	BY	DESIGNED BY:
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				MAR
				PROJECT ENGR:
				MWJ



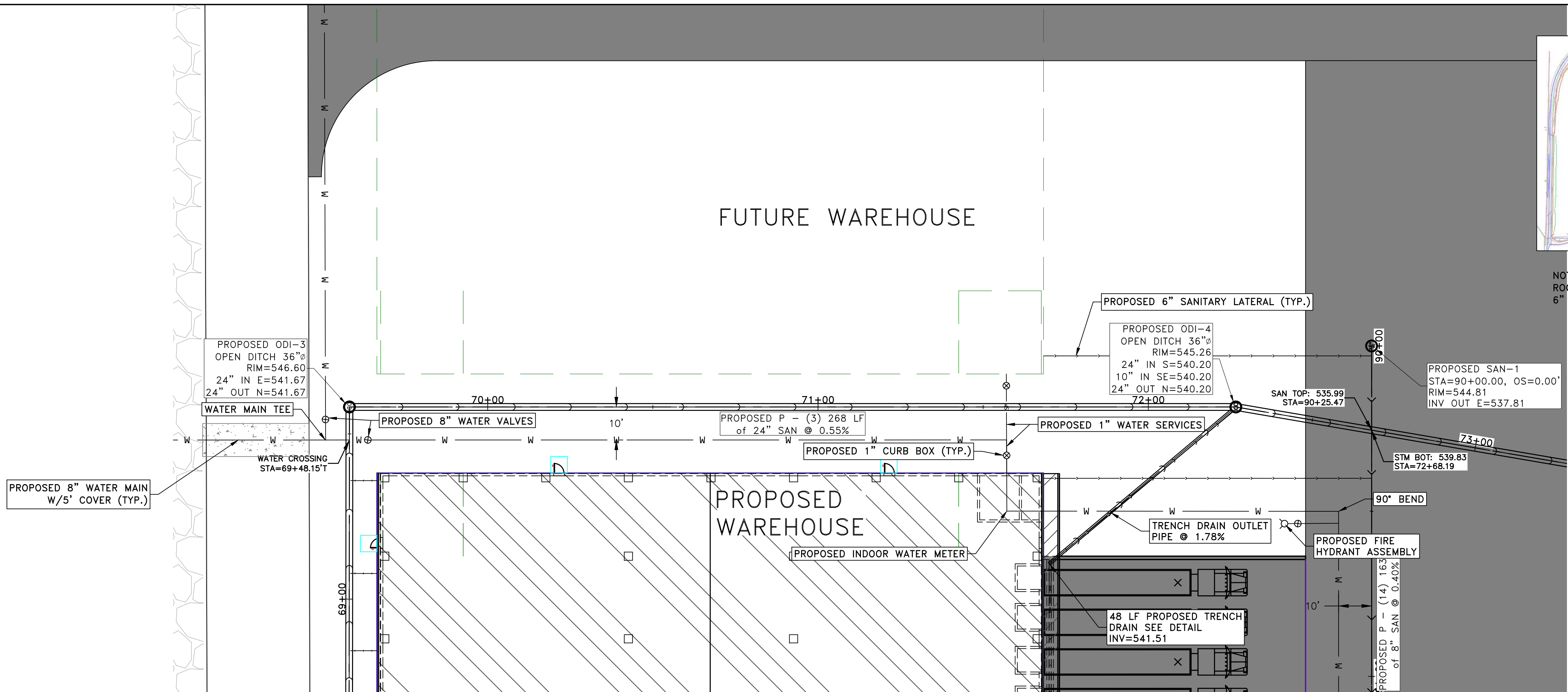
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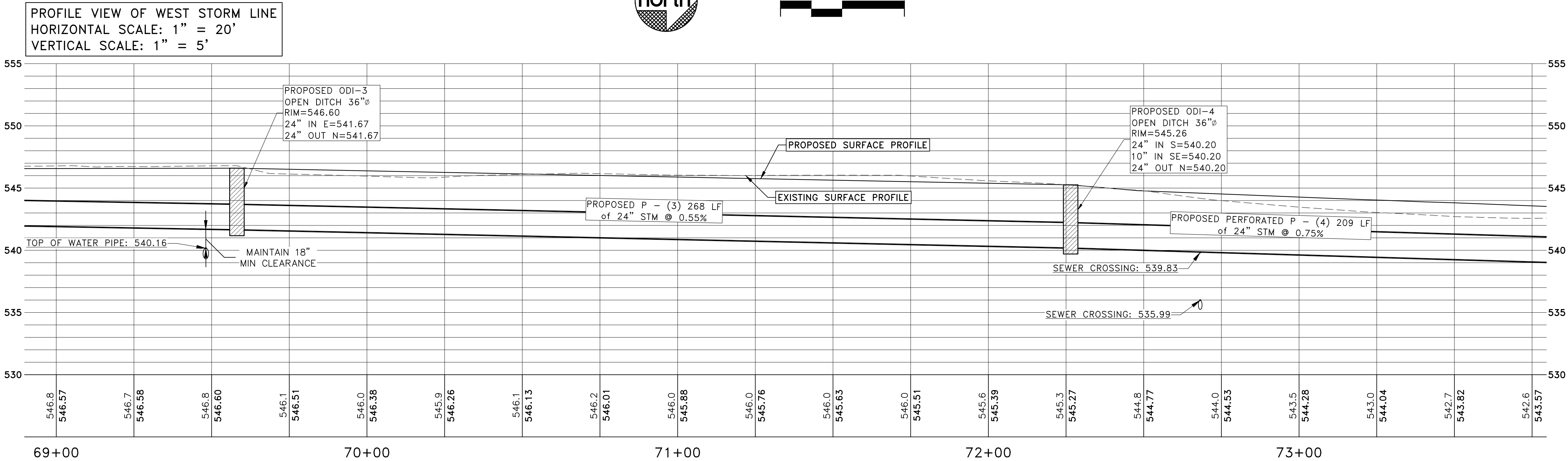
WEST STORM P&P 1

PROJ NO:	8875.22	DRAWING NO:
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SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	22 OF 25

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NOTE: CONNECT DOWNSPOUTS TO ROOF DRAIN W/PREFABRICATED 6" WYES



#	DATE	DESCRIPTION	BY	DESIGNED BY:
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				DRAWN BY:
				MAR
				PROJECT ENGR:
				MWJ



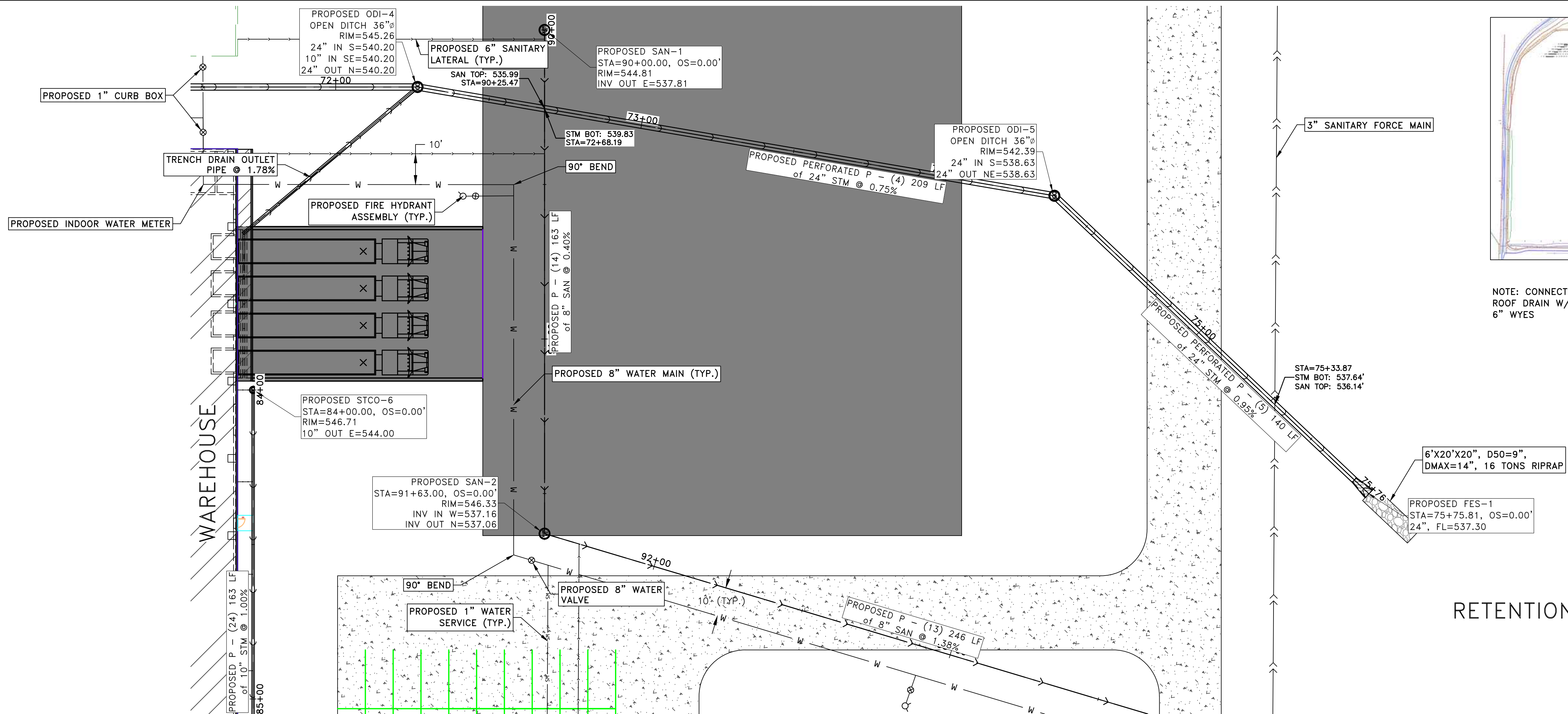
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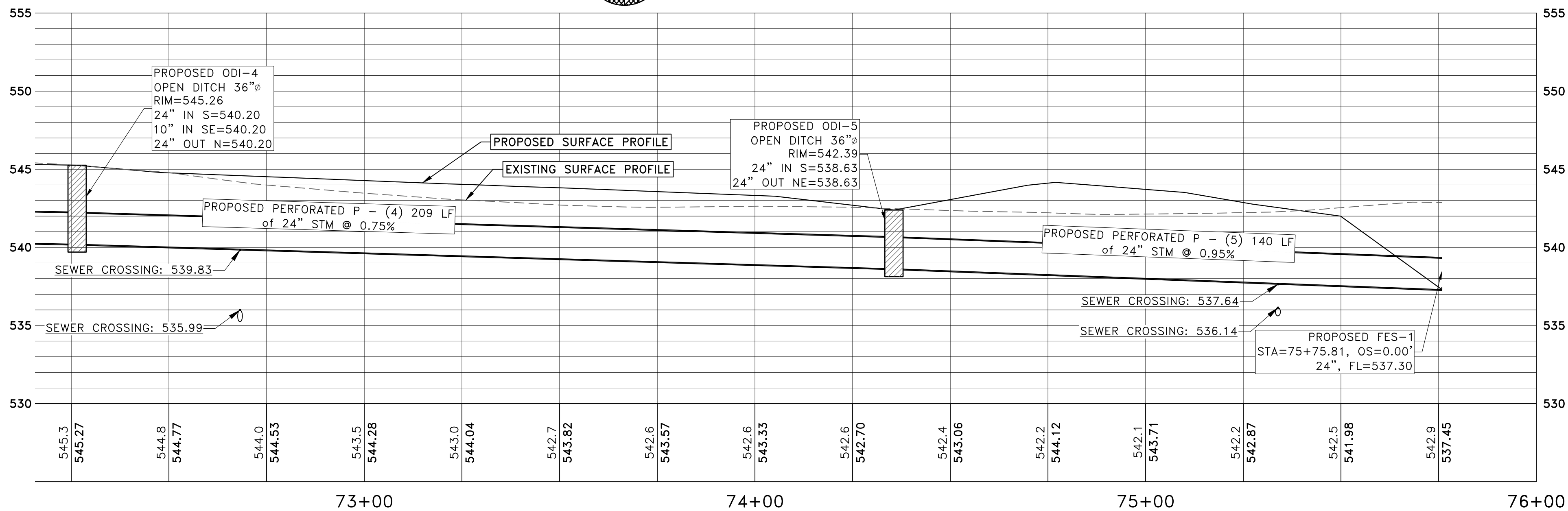
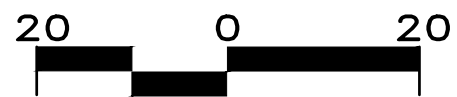
WEST STORM P&P 2

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SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	23 OF 25

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PROFILE VIEW OF WEST STORM LINE
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



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				MAR
				PROJECT ENGR:
				MWJ



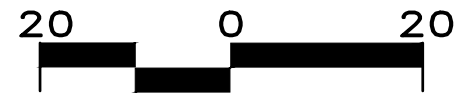
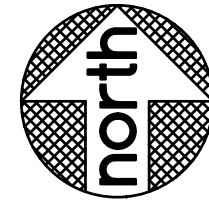
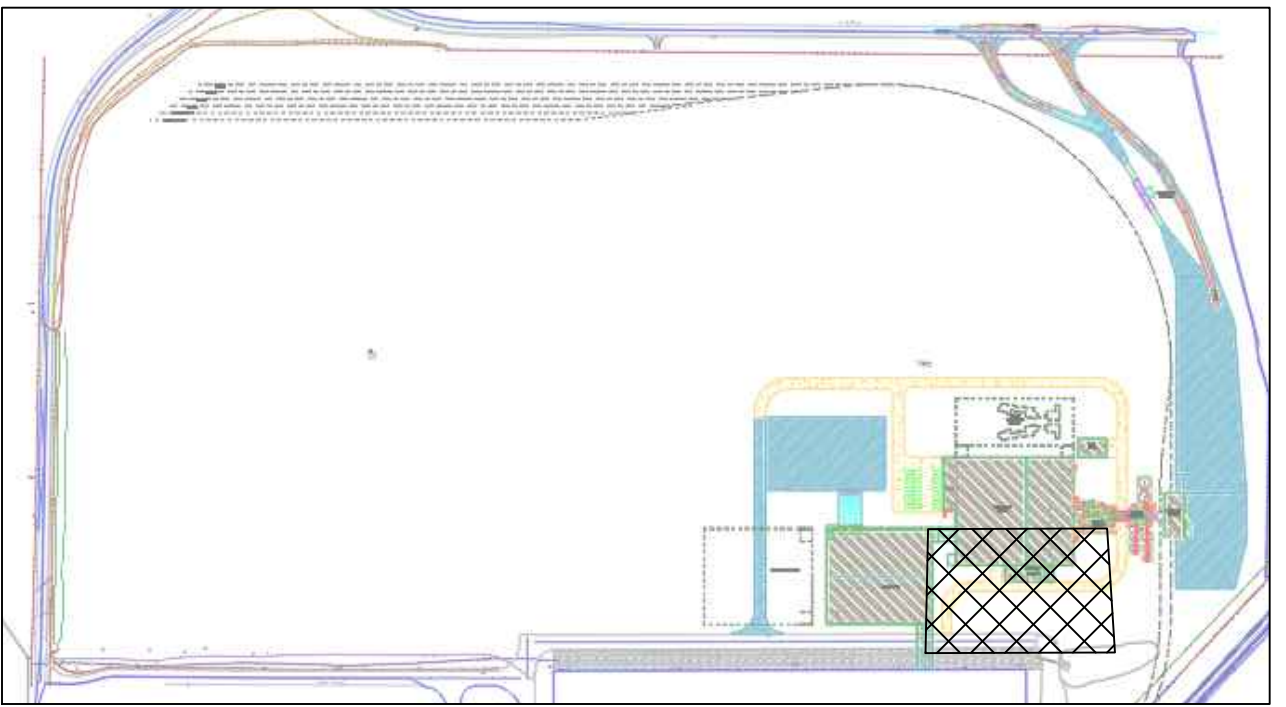
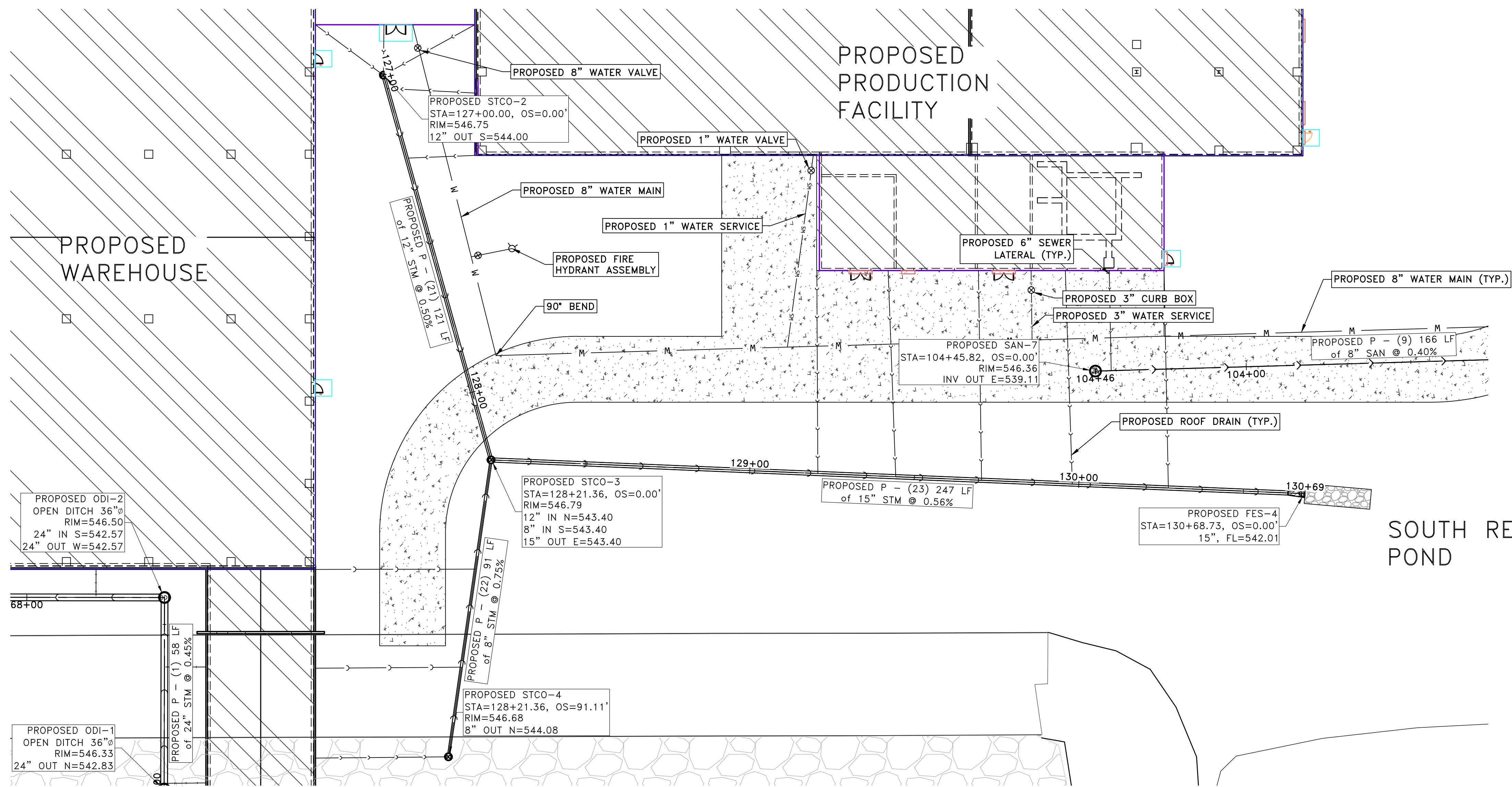
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MUSCATINE, IOWA
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WEST STORM P&P 3

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-24
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	24 OF 25

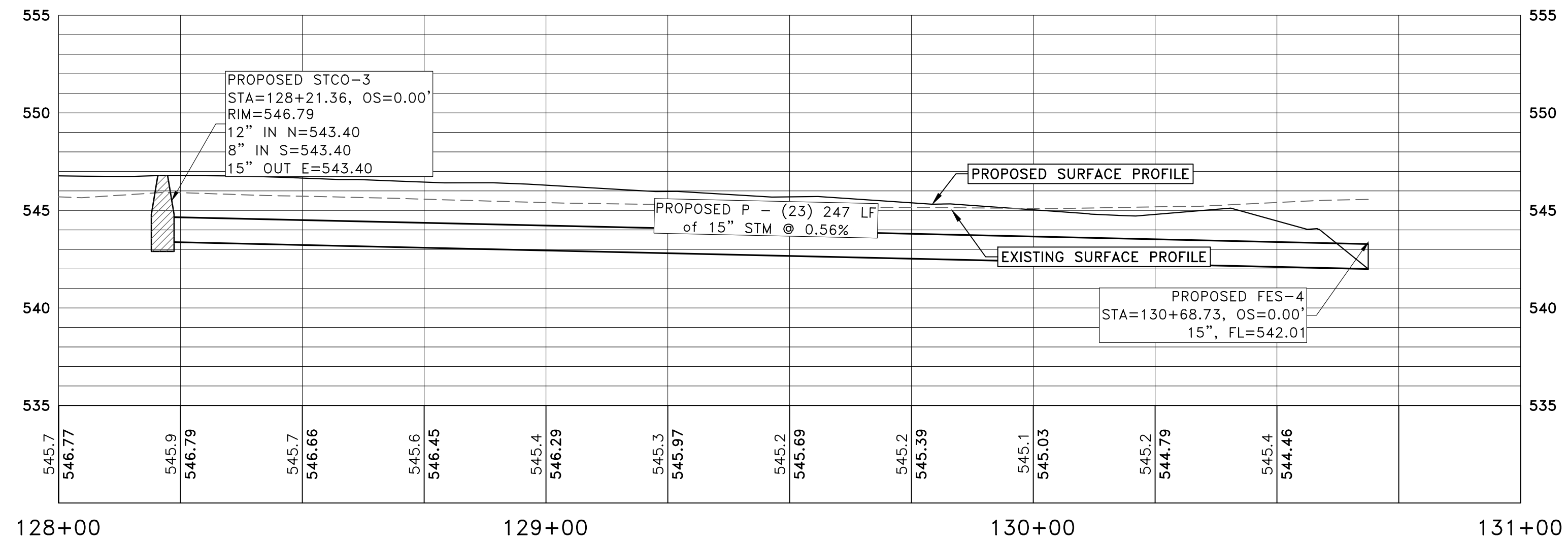
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NOTE: CONNECT DOWNSPOUTS TO ROOF DRAIN W/PREFABRICATED 6" WYES OR LARGER (FIELD VERIFY SIZES AND LOCATIONS)

SOUTH RETENTION POND

PROFILE VIEW OF SE ROOF DRAINS
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



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				MAR
				PROJECT ENGR:
				MWJ



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1508 BIDWELL ROAD
PHONE (563) 263-7691
MUSCATINE, IOWA
EMAIL info@martin-whitacre.com

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SOUTH STORM P&P

PROJ NO:	8875.22	DRAWING NO:
CONST PROJ:	000	C-25
SCALE:	AS NOTED	SHEET NO:
DATE:	3/6/23	25 OF 25

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 2023-0406

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

April Limburg, City Planner

SUBJECT

A Resolution Declaring City Owned Real Estate (619 Hope Ave) as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process - Public Hearing D

EXECUTIVE SUMMARY

Presented for Council consideration is a Resolution to declare city-owned property as surplus and to authorize the sale of this property by a closed bid auction. The City of Muscatine currently owns a parcel located at 619 Hope Ave for which there is no proposed public use. Prior to the sale of the city-owned property, the City Council must determine the property serves no public purpose and authorize the declaration of the property as surplus.

STAFF RECOMMENDATION

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

BACKGROUND/DISCUSSION

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

The City currently owns a parcel at 619 Hope Avenue, shown on Exhibit A, for which there is no identified public use. This property was acquired in 2021 when the former owner deeded it over to the City at no cost after the City demolished a derelict house that was located on this parcel.

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 from the sale of this parcel, the sale of this surplus property would reduce maintenance costs incurred by the City. The sale of this parcel will make it and any improvements subject to property tax, which would have a positive financial impact on the City.

ATTACHMENTS

1. 619 Hope Ave - map
2. Resolution declare surplus - 619 Hope Ave (1)

PIN 0826454008 (619 Hope Ave)



RESOLUTION NO. 2023-0406

**Declaring Certain Described Real Estate Owned by the City of Muscatine
as Surplus and Authorizing the Sale of Said Certain Real Estate**

WHEREAS, the City Council of Muscatine, Iowa, does hereby declare as surplus the following property bearing Muscatine County Property Tax Parcel Identification Number 0826454008 (619 Hope Ave), and offer said real estate for sale by a sealed bid process, and;

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

WHEREAS, a Resolution was adopted by the City Council of Muscatine, Iowa, on August 3, 2023, concerning the declaration of the property described above as surplus and the proposed sale of the City's rights, title, and interest in said real property; and

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

WHEREAS, in accordance with said notice, those interested in said proposed conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council of the City of Muscatine, Iowa at public hearing held August 17, 2023; and

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

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

PASSED, APPROVED AND ADOPTED this 17th 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 2023-0419

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

First Reading of an Ordinance Amending the Airport District Zoning Ordinance Contained within Title 10, Chapter 19 of the City Code - Public Hearing E

EXECUTIVE SUMMARY

Presented for Council consideration the first reading of an ordinance to amend the Airport District Zoning Ordinance to comply with state and federal requirements.

STAFF RECOMMENDATION

Staff recommends Council adopt the revised ordinance.

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 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. An 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 the 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 recommended 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 the City Code requires that the Planning and Zoning Commission make a recommendation on any proposed amendment to Title 10. On August 8, the Commission voted to recommend approval of the new ordinance 4-0.

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. MUT Airport Land Use and Height Overlay Zoning Ordinance 8-3-23
2. Zoning Overlay Map
3. Ordinance 1st Reading Airport Code Update

Title 10 – Zoning

Chapter 19 – 2023 Muscatine, Iowa Airport Land Use and Height Overlay Zoning Ordinance

Sections

- 10-19-1 Introduction
- 10-19-2 Authority
- 10-19-3 Statement of Purpose and Findings
- 10-19-4 Short Title
- 10-19-5 Applicability
- 10-19-6 Definitions
- 10-19-7 Airport Zoning Requirements
- 10-19-8 Airport Land Use and Height Overlay Zoning Map
- 10-19-9 Airport Land Use and Height Overlay Zones
- 10-19-10 Ordinance Administration
- 10-19-11 Non-conforming Uses
- 10-19-12 Airport Land Use and Height Overlay Zoning Permits
- 10-19-13 Marking and Lighting of Airport Hazards
- 10-19-14 Height Limitations
- 10-19-15 Airport Board of Adjustment
- 10-19-16 Variances
- 10-19-17 Appeals
- 10-19-18 Judicial Review
- 10-19-19 Penalties
- 10-19-20 Conflicting Regulations
- 10-19-21 Severability
- 10-19-22 Effective Date
- Exhibit A Airport Land Use and Height Overlay Zoning Map

10-19-1 Introduction

This Ordinance shall regulate and restrict the height of structures, objects, and growth of natural vegetation, as well as regulate and restrict land uses; otherwise regulating the use of property, within the vicinity of the Muscatine Municipal Airport. Creation of appropriate zones and establishing the boundaries thereof, as well as providing for changes in the restrictions and boundaries of such zones, is vested in this Ordinance. The Muscatine Municipal Airport Land Use and Height Zoning Map, is incorporated into and made part of this Ordinance. The Ordinance also provides for the enforcement of the Ordinance, the establishment of an Airport

Board of Adjustment; and imposition of penalties related to the implementation of the Ordinance.

This ordinance is intended to supplement and be interpreted as an overlay of existing zoning regulations of the municipalities and counties in which the airport zoning boundaries cover. Those governmental jurisdictions affected by this ordinance are the City of Muscatine, Iowa, City of Fruitland, Iowa, Muscatine County, Iowa, Louisa County, Iowa, and Rock Island County, Illinois. The 2023 Muscatine, Iowa Airport Land Use and Height Overlay Zoning Ordinance is created by the City of Muscatine, with assistance from Anderson Bogert (of Cedar Rapids, Iowa).

10-19-2 Authority

Iowa Code Section 329.3, Airport Zoning, empowers local municipalities to regulate land uses and restrict building heights in the vicinity of airports, including dividing such area into zones, and within such zones, specifying the land uses permitted, and regulating and restricting, for the purpose of preventing airport hazards, the heights to which structures and trees may be erected or permitted to grow.

10-19-3 Statement of Purpose and Findings

The Muscatine Municipal Airport is acknowledged as an essential public facility to the State of Iowa and the local community.

The creation or establishment of an airport hazard is a public nuisance and poses a potential safety concern to the surrounding communities served by the Muscatine Municipal Airport.

No creation or establishment of a hazard shall occur that endangers public health, safety, welfare, or impacts an individual's quality of life, nor prevents the safe movement of aircraft using the Muscatine Municipal Airport.

For the protection of the public health, safety, and general welfare, and for the promotion of the most appropriate use of land, preventing the creation or establishment of airport hazards is a necessity.

The prevention of airport hazards shall be accomplished, to the extent legally possible, by proper exercise of the police power.

The prevention of new airport hazards; the elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards; and the acquisition of property or easements are all considered to be a public purpose for which the City of Muscatine, City of Fruitland, Muscatine County, Louisa County, and Rock Island County may raise and expend public funds; these actions shall be considered incidental to the operation of the Muscatine Municipal Airport.

The need to plan for compatible land use near airports is not a new concept. Compatible land use was recognized as early as 1952 in a document entitled *The Airport and Its Neighbors - The Report of the President's Airport Commission*. As stated in the *Iowa Airport Land Use Guidebook*, the incidence of incompatible land uses and impact on airport operations and development have escalated. As decisions to allow incompatible land uses near airports threaten the nation's aviation system, implementation of compatible land use controls have become an industry priority. Maintaining an obstruction-free airport and associated airspace is important for the Muscatine Municipal Airport. This includes the area that encompasses the airport, runway protection zones, approach areas, and general vicinity of the airport. While some of these areas are owned by the City, the bulk of the land beyond airport boundaries is privately owned and needs to be managed by the local municipalities and/or counties in which the airport jurisdiction falls. FAA criteria, such as grant assurances and design guidelines, along with aviation accident statistics, provide the foundation and the justification for airport compatible land use regulations.

Lastly, land use compatibility is critical to the Muscatine Municipal Airport, because certain grant assurances are required as part of a project application from airports that are eligible to request federal funds. Upon acceptance of grant money, these assurances are incorporated into and become part of the grant agreement. The airport sponsor is obligated to comply with specific assurances, which include the maintenance of compatible land use within the vicinity of the airport. Specifically, Grant Assurance 21 included in the September 1999 amendment to 49 USC 47107, requires all airports that accept federal money to take appropriate action against incompatible land uses in the immediate vicinity of the airport. Such actions include adopting zoning laws and zoning changes that will increase airport land use compatibility. This grant assurance obligates an airport sponsor to protect the federal investment through the maintenance of a safe operating environment. The development of compatible land uses near airports is supported through cooperative comprehensive planning that includes FAA standards. Land use compatibility is a requirement for eligibility to receive FAA grant money for airport improvements. Adjacent land uses that are not compatible with airports may result in the loss of federal or state funding for the adjacent airports.

10-19-4 Short Title

This Ordinance shall be known and may be cited as the 2023 Muscatine, Iowa Airport Land Use and Height Overlay Zoning Ordinance, and it is referred to as "the Ordinance" within the following sections.

10-19-5 Applicability

This ordinance encompasses a prescribed area around the Muscatine Municipal Airport; specific dimensions associated with the overlay zone boundary are shown in the Airport Land Use and Height Overlay Zoning Map, included as Exhibit A.

10-19-6 Definitions

- A. **Air Traffic.** (*FAA FAR Sec. 1.1*) Aircraft operating in the air or on an airport surface, exclusive of loading ramps and parking areas.
- B. **Airport.** (*FAA FAR Sec. 152.3*) Any areas of land or water that is used, or intended for use, for the landing and takeoff of aircraft. Any appurtenant areas that are used, or intended for use, for airport buildings, other airport facilities, or rights-of-way; and all airport buildings and facilities located on the areas specified in this definition. The Muscatine Municipal Airport is owned by the City of Muscatine, Iowa.
- C. **Airport Elevation.** (*FAA AC 150/5190-4A*) The highest point on an airport's usable landing area measured in feet from sea level.
- D. **Airport Hazard.** (*FAA FAR Sec. 152.3*) Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near a public airport that obstruct the airspace required for the flight of aircraft landing or taking off at the airport; or is otherwise hazardous to aircraft landing or taking off at the airport.
- E. **Airport Land Use and Height Overlay Zoning Map.** The Airport Land Use and Height Overlay Zoning Map is compiled from the criteria in FAR Part 77, "Objects Affecting Navigable Airspace." It shows the area affected by the Airport Land Use and Height Overlay Zoning Ordinance, and includes the layout of runways, airport overlay zones A-E, airport overlay zone elevations, and area aerial imagery. Applicable height limitations are shown in detail.
- F. **Airport Land Use and Height Overlay Zoning Permit.** Airport land use and height overlay zoning permit allowing new development or allowing alteration or expansion of a nonconforming use in the vicinity of the airport.
- G. **Airport Overlay Zones.** A zone intended to place additional land use conditions on land impacted by the airport while retaining the existing underlying zone. The FAR Part 77 Surfaces and RPZs have been combined to create five airport overlay zones for this ordinance. The five specific zones, which are listed below, comprise a comprehensive area focused on maintaining compatible land use around the Muscatine Municipal Airport. Definitions for each individual zone can be found in Section 9.A. of this Ordinance.
 - 1. **Zone A (Runway Protection Zone)**

2. **Zone B (Approach Surface)**
 3. **Zone C (Transitional Surface)**
 4. **Zone D (Horizontal Surface)**
 5. **Zone E (Conical Surface)**
- H. **Airspace.** (*FAA Web site*) The space lying above the earth or above a certain area of land or water that is necessary to conduct aviation operations.
- I. **Approach Slopes.** (*FAR Part 77*) The ratios of horizontal to vertical distance indicating the degree of inclination of the Approach Surface. The various ratios include:
1. **20:1.** For all utility and visual runways extended from the primary surface a distance of 5,000 feet.
 2. **34:1.** For all non-precision instrument runways extended from the primary surface for a distance of 10,000 feet.
 3. **50:1/40:1.** For all precision instrument runways extending from the primary surface for a distance of 10,000 feet at an approach slope of 50:1 and an additional 40,000 feet beyond this at a 40:1 Approach Slope.
- J. **Approach Surface.** (*FAA AC 150/5190-4A*) A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in this Ordinance. The perimeter of the approach surface coincides with the perimeter of the approach zone.
- K. **Commercial Uses.** Commercial uses means a use category including land uses or activities involving the production, processing, manufacturing, or sale of goods or services for financial gain, including uses that provide merchandise to the general public. Accessory uses may include offices, storage, food service, or other amenities primarily for the use of employees and parking.
- L. **Compatibility.** The degree to which land uses or types of development can coexist or integrate.
- M. **Easement.** (*FAA AC 5020-1*) The legal right of one party to use a portion of the total rights in real estate owned by another party. This may include the right of passage over, on, or below property; certain air rights above the property, including view rights; and the rights to any specified form of development or activity, as well as any other legal rights in the property that may be specified in the easement document.
- N. **Federal Aviation Administration (FAA).** (*FAA Web site*) A federal agency charged with regulating air commerce to promote its safety and development; encourage and develop civil aviation, air traffic control, air navigation; and promoting the development of a national system of airports.

- O. Federal Aviation Regulations (FAR).** *(FAA FAR)* Regulations established and administered by the FAA that govern civil aviation and aviation-related activities.
- 1. FAR Part 36.** *(FAA FAR Sec. 36.1)* Regulation establishing noise standards for the civil aviation fleet.
 - 2. FAR Part 91.** *(FAA FAR Sec. 91.1)* Regulation pertaining to air traffic and general operating rules, including operating noise limits.
 - 3. FAR Part 150.** *(FAA FAR Sec. 150.1)* Regulation pertaining to airport noise compatibility planning.
 - 4. FAR Part 161.** *(FAA FAR Sec. 161.1)* Regulation pertaining to notice and approval of airport noise and access restrictions.
 - 5. FAR Part 77.** *(FAA FAR Sec. 77.1)* Objects Affecting Navigable Airspace - Part 77 (a) establishes standards for determining obstructions in navigable airspace; (b) defines the requirements for notice to the FAA Administrator of certain proposed construction or alteration; (c) provides for aeronautical studies of obstructions to air navigation to determine their effect on the safe and efficient use of airspace; (d) provides for public hearings on the hazardous effect of proposed construction or alteration on air navigation; and (e) provides for establishing antenna farm areas.
- P. Height.** Height is utilized for the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the Official Airport Land Use and Height Overlay Zoning Map (Exhibit A); height shall be measured as the highest point of a structure, tree, or other object of natural growth, measured from the mean sea level elevation unless otherwise specified.
- Q. Imaginary Surfaces.** *(FAA FAR Part 77.25)* Those areas established in relation to the airport and to each runway consistent with FAR Part 77 in which any object extending above these imaginary surfaces, by definition, is an obstruction.
- 1. Transitional surface.** The transitional surface extends outward and upward at right angles to the runway centerline and extend at a slope of seven feet horizontally for each one foot vertically (7:1) from the sides of the primary and approach surfaces. The transitional surfaces extend to the point at which they intercept the horizontal surface at a height of 150 feet above the established airport elevation.
 - 2. Horizontal surface.** The horizontal surface is a horizontal plane, typically elliptical in shape, located 150 feet above the established airport elevation and encompasses an area from the transitional surface to the conical surface. The perimeter is constructed by generating arcs from the center of each end of the primary surface and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc for all runway ends is 10,000 feet.

3. **Conical surface.** The conical surface extends upward and outward from the periphery of the horizontal surface at a slope of 20 feet horizontally for every one foot vertically (20:1) for a horizontal distance of 4,000 feet.
 4. **Approach surface.** The approach surface is longitudinally centered on the extended runway centerline and extends outward and upward from the end of the runway primary surface. The approach slope of a runway is a ratio of 20:1, 34:1, or 50:1, depending on the approach type. The length of the approach surface varies from 5,000 to 50,000 feet and also depends upon the approach type.
- R. **Incompatible Land Use.** (*FAA FAR Sec. 150.7*) The use of land which is normally incompatible with the aircraft and airport operations (such as, but not limited to, homes, schools, nursing homes, hospitals, and libraries).
- S. **Industrial, Wholesale Trade, and Storage Uses.** A use category including the following use types:
1. Industrial development or uses involved in the research, design, manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, man-made, raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or customers. Goods are generally not displayed or sold on site, but if so, they are a subordinate part of sales (typically 10% or less of the total gross floor area). Relatively few customers come to the site.
 2. Industrial, manufacturing, wholesale trade, and warehouse/storage uses including uses that produce goods from raw or finished materials, uses that distribute goods in large quantities to primarily wholesale customers, or provide for storage or warehousing of goods, either in enclosed buildings or outdoors. Few customers, especially the general public, come to the site. Accessory activities may include sales, offices, parking, and storage.
- T. **Land Use Compatibility.** (*FAA Web site*) The coexistence of land uses surrounding the airport with airport-related activities.
- U. **Lighting and Marking of Hazards to Air Navigation.** Installation of appropriate lighting fixtures, painted markings or other devices to such objects or structures that constitute hazards to air navigation.
- V. **Mitigation.** (*FAA Web site*) The avoidance, minimization, reduction, elimination or compensation for adverse environmental effects of a proposed action.
- W. **Navigable Airspace.** The airspace above minimum altitude for safe flight, and includes the airspace needed to ensure safety in take-off and landing of aircraft.

- X. **Noise Exposure Contours.** *(FAA Web site)* Lines drawn around a noise source indicating constant energy levels of noise exposure. DNL is the measure used to describe community exposure to noise.
- Y. **Noise Impact.** A condition that exists when the noise levels that occur in an area exceed a level identified as appropriate for the activities in that area.
- Z. **Noise Sensitive Area.** *(FAA AC 91-36D)* Defined as an area where noise interferes with normal activities associated with the area's use. Examples of noise-sensitive areas include residential, educational, health, and religious structures and sites, and parks, recreational areas (including areas with wilderness characteristics), wildlife refuges, and cultural and historical sites where a quiet setting is a generally recognized feature or attribute.
- AA. **Non-Conforming Use.** *(FAA Web site)* Any pre-existing structure, tree, or use of land that is inconsistent with the provisions of the local land use or airport master plans.
- BB. **Non-Precision Instrument Runway.** *(FAA AC 150/5190-4A)* A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.
- CC. **Object.** *(FAA AC 150/5300-13)* Includes, but is not limited to above ground structures, navigational aids, people, equipment, vehicles, natural growth, terrain, and parked aircraft.
- DD. **Obstacle Free Zone (OFZ).** *(FAA 150/5300-13)* The OFZ is the airspace below 150 feet (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for the frangible visual navigational aids that need to be located in the OFZ because of their function, in order to provide clearance protection for the aircraft landing or taking off from the runway, and for missed approaches.
- EE. **Obstruction.** *(FAA AC 150/5190-4A)* Any structure, growth, or other object, including a mobile object, which exceeds a limiting height, specific to its geographic location relative to the runway/airport.
- FF. **Overlay Zone.** *(FAA Web site)* A mapped zone that imposes a set of requirements, in addition to those of the underlying zoning district.
- GG. **Part 150 Study.** *(FAA Web site)* Part 150 is the abbreviated name for the airport noise compatibility planning process outlined in Part 150 of the Federal Aviation Regulation (FAR) that allows airport owners to voluntarily submit noise exposure maps and noise compatibility programs to the FAA for review and approval. See "Noise Compatibility Plan."
- HH. **Primary Surface.** *(FAA AC 150/5190-4A)* A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary

surface extends 200 feet beyond each end of that runway; for military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in FAR Part 77. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

- II. **Primary Runway.** *(FAA AC 150/5325-4B General Definition)* The runway used for the majority of airport operations. Large, high-activity airports may operate two or more parallel primary runways.
- JJ. **Public Assembly Use.** A structure or outdoor facility where concentrations of people gather for purposes such as deliberation, education, shopping, business, entertainment, amusement, sporting events, or similar activities, but excluding air shows. "Public assembly use" does not include places where people congregate for relatively short periods of time, such as parking lots and bus stops, or uses approved by the FAA in an adopted airport master plan.
- KK. **Residential and Accommodation Uses.** Mean a use category that includes the following use types:
 - 1. Residential uses that provide living accommodations, including sleeping, eating, cooking and sanitary facilities, to one or more persons, and where tenancies typically last longer than 30 days.
 - 2. Accommodation uses characterized by visitor-serving facilities that provide temporary lodging in guest rooms or guest units, for compensation, and with an average length of stay of less than 30 days. Accessory uses may include pools and other recreational facilities for the exclusive use of guests, limited storage, restaurants, bars, meeting facilities, and offices.
- LL. **Runway Protection Zone (RPZ).** *(FAA AC 150/5300-13)* An area off the runway end intended to provide a clear area that is free of above-ground obstructions and structures. RPZs are designed with the intent to protect people and property on the ground. They are located at the end of each runway and should ideally be controlled by the airport. Control is preferably exercised by acquisition of sufficient property interest to achieve and maintain an area that is clear of all incompatible land uses, objects, and activities.
- MM. **Structure.** Any object constructed or installed by humans, including, but without limitation, buildings, towers, smokestacks, and overhead transmission lines, including the poles or other structures supporting the same.
- NN. **Variance.** An authorization for the construction or maintenance of a building or structure, or for the establishment or maintenance of a use of land that is prohibited by a zoning ordinance. A lawful exception from specific zoning ordinance standards and regulations predicated on the practical difficulties and/or unnecessary hardships

on the petitioner being required to comply with the regulations and standards from which a variance is sought.

- OO. Visual Approach.** *(FAA Web site)* An approach to an airport conducted with visual reference to the terrain.
- PP. Visual Runway.** *(FAA AC 150/5300-13)* A runway without an existing or planned straight-in instrument approach procedure.
- QQ. Wetland.** Land on which water covers the soil or is present either at or near the surface of the soil or within the root zone, all year or for varying periods of time during the year, including during the growing season. *(FAA AC 150/5200-33A)* Wetlands provide a variety of functions and can be regulated by local, state, and Federal laws. Normally, wetlands are attractive to many types of wildlife, including many, which rank high on the list of hazardous wildlife species.
- RR. Wildlife Attractants.** Any human-made structure, land-use practice, or human-made or natural geographic feature that can attract or sustain hazardous wildlife within the landing or departure airspace or the airport's air operations area. These attractants include, but are not limited to, architectural features, landscaping, waste disposal sites, wastewater treatment facilities, agricultural or aquaculture activities, surface mining, or wetlands.
- SS. Wildlife Hazards.** Species of wildlife (birds, mammals, reptiles), including feral animals and uncontrolled domesticated animals, that are associated with aircraft strike problems, are capable of causing structural damage to airport facilities, or act as attractants to other wildlife that pose a strike hazard.

10-19-7 Airport Zoning Requirements

In accordance with Section 329.10, Iowa Code, there are three (3) principal airport zoning requirements supported by additional information contained within the following remaining sections of this ordinance. These basic zoning requirements state:

- A.** All airport zoning regulations adopted under this ordinance shall be reasonable and none shall impose any requirement or restriction that is not necessary to make effective the purposes of this ordinance.
- B.**
 - 1.** Airport zoning regulations under this ordinance, when adopted or amended, may require the removal, lowering, or other change or alteration of any structure or tree, or a change in use, not conforming to the regulations when adopted or amended.
 - 2.** Airport zoning regulations adopted under this ordinance may require a property owner to permit the City of Muscatine to install, operate, and maintain on the

property markers and lights as necessary to indicate to operators of aircraft the presence of the airport hazard, when adopted or amended.

- C. All such regulations may provide that a preexisting nonconforming structure, tree, or use, shall not be replaced, rebuilt, altered, allowed to grow higher, or replanted, so as to constitute a greater airport hazard than it was when the airport zoning regulations or amendments to the regulations were adopted.

The City of Muscatine will be responsible for the initial removal of trees, structures, or other natural or man-made obstructions that are not conforming to the regulations of this ordinance when adopted or amended. Any subsequent alterations or removal of any natural or man-made obstructions to the Muscatine Municipal Airport or its airspace will be responsibility of the property owner.

10-19-8 Airport Land Use and Height Overlay Zoning Map

The Airport Land Use & Height Overlay Zoning Districts established by this Ordinance are shown on the Muscatine Municipal Airport Land Use & Height Overlay Zoning Map, consisting of 2 sheets, prepared by Anderson Bogert, attached as Exhibit A to this Ordinance. Such Official Airport Land Use & Height Overlay Zoning Map, may be amended from time to time, and all notations, references, elevations, data, zone boundaries, and other information thereon, is hereby adopted as part of this Ordinance.

10-19-9 Airport Land Use and Height Overlay Zones

The Muscatine Municipal Airport's FAR Part 77 Surfaces and RPZs have been combined to create five airport land use and height overlay zones. These five zones are identified to help maintain compatible land uses around the Muscatine Municipal Airport. Land uses shall be evaluated against these zones, by the City, in order to determine compatibility.

A. Definition of Airport Overlay Zones

- 1. The five airport overlay zoning districts for the Muscatine Municipal Airport are prescribed within this Ordinance. Specific dimensions for the individual zones for each runway end are noted in the following tables and text.

In addition, the Airport Land Use and Height Overlay Zoning Map should be used by the City to help determine the specific area of impact to land use and building heights associated with each airport overlay zone.

- a. **Zone A – Runway Protection Zone (RPZ).** Zone A is intended to provide a clear area that is free of above-ground obstructions and structures. This zone is closest to the individual runway ends. The dimensional standards for this zone are the same as those described in the *Airport Design AC* (AC 150/5300-13B) and are shown in the following table.

Table 1: Zone A (RPZ) Dimensional Requirements

Runway Ends	Approach Visibility Minimums ¹ <u>1</u>	Dimensions			
		Length L feet	Inner Width W₁ feet	Outer Width W₂ feet	RPZ acres
Runway 24	1/2 mile	2,500	1,000	1,750	78.9
Runway 6	1 mile	1,700	500	1,010	29.5
Runway 12	Not < 1 mile	1,000	500	700	13.8
Runway 30	Not < 1 mile	1,000	500	700	13.8

¹ The RPZ dimensional standards are for the runway end with the specified approach visibility minimums. The departure RPZ dimensional standards are equal to or less than the approach RPZ dimensional standards.

Source: *FAA AC 150/5300-13B, Airport Design Standards*

- b. Zone B – Approach Surface.** Zone B is a critical airport overlay zoning surface that reflects the approach and departure areas for each runway at an airport. The size of Zone B is predicated upon the type of approach (visual, non-precision, or precision) that a specific runway has and the type/size of aircraft utilizing the runway. The following table illustrates the various sizes of Zone B based upon the specific runway criteria at the Muscatine Municipal Airport. A portion of Zone B is overlain by Zone A because the approach surface and RPZ overlap the entire length of the RPZ. Consequently, the length of Zone B begins at the inner edge of the RPZ.

Table 2: Airport Overlay Zones B-E Dimensional Standards

Item	Runway Dimensional Standards (Feet)			
	Runway 24	Runway 6	Runway 12	Runway 30
Primary surface width and Zone B inner width	1,000	1,000	500	500
Zone B end width	16,000	3,500	3,500	3,500
Zone B length	50,000	10,000	10,000	10,000
Zone C width	1,050	1,050	1,050	1,050
Zone D radius	10,000	10,000	10,000	10,000
Zone E width	4,000	4,000	4,000	4,000

- c. **Zone C – Transitional Surface.** Zone C includes those areas that are parallel to the runway pavement and extend 1,050' from the edge of the primary surface, paralleling the runway and extended runway centerline, until they reach the end of Zone A at a 90-degree angle. The specific dimensions for Zone C are based upon various options for the primary surface that is predicated upon the type of approach and critical aircraft.
- d. **Zone D – Horizontal Surface.** Zone D is typically elliptical in shape, but is dependent upon the runway types and the runway configurations at the airport.
- e. **Zone E – Conical Surface.** Zone E is the outermost zone of the airport overlay zoning areas and has the least number of land use restriction considerations. The zone begins at the edge of the horizontal surface and is 4,000 feet in width paralleling the horizontal surface. Height limitations for the surface range from 150 feet above the airport reference elevation at the inner edge to 350 feet at the outer edge.

B. Zone Compatibility

The following tables shall be utilized to assist in evaluating land use compatibility for various land use classifications.

- 1. Uses identified as **compatible (C)** in the tables shall not require additional review; however, consideration should always be given to the following five areas of concerns, when evaluating land uses in the vicinity of the airports:
 - a. Noise sensitive related issues
 - b. High concentrations of people

- c. Tall structures
 - d. Visual obstructions
 - e. Wildlife and bird attractants
2. Uses identified as **NOT compatible (NC)** in the tables shall be precluded from development within the specific zones.
 3. Uses found to require **additional review (AR)** in the tables shall be evaluated for general compatibility utilizing the *Compatible Land Use Planning Checklist* (Appendix J of the Iowa Airport Land Use Guidebook) and the five primary areas of concern noted above.

Nearly every type of land use can be considered both compatible and incompatible relative to airport operations, depending upon the particular aspects of the land use, including management of the land use, and exact location of the land use relative to the airport. For example, land uses typically considered to be compatible with airport operations include commercial, industrial, and agricultural activities. However, each of these may contain aspects considered incompatible, such as:

Some commercial uses may have dense concentrations of people.

Some industrial uses may generate smoke/steam that creates visual obstructions.

Some agricultural operations can create wildlife attractants in certain circumstances.

The City of Muscatine, the City of Fruitland, Muscatine County, Louisa County, and Rock Island County shall each independently assess and collaboratively assess the compatibility of the land uses in detail in the vicinity of the Muscatine Municipal Airport.

Table 3: Residential Land Use Versus Airport Overlay Zones

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>		<i>AR = Additional Review Required</i>		<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Residential Activities					
Single-Family Uses (1 dwelling per lot)					
<i>Detached Single Family Dwelling</i> (i.e. farm dwelling, detached single family house, manufactured/modular/mobile homes if converted to real property and taxed)	NC	AR	AR	AR	C
<i>Detached Zero Lot Line Dwelling</i> (i.e. condominium)	NC	AR	AR	AR	C
<i>Attached Single Family Dwelling</i> (i.e. townhouses)	NC	AR	AR	AR	C
Two Family Uses (i.e. two principal dwelling units within one building on the same parcel)	NC	AR	AR	AR	C
Multi-Family Uses (i.e. three or more principal dwelling units within a single building on the same parcel, apartments such as condominium, elder, assisted living, townhouse-style)					
<i>Low-Rise</i> (1-3 Levels)	NC	AR	AR	AR	C
<i>Mid-Rise</i> (4-12 Levels)	NC	AR	AR	AR	C
<i>High-Rise</i> (13+ Levels)	NC	AR	AR	AR	AR
Group Living Uses (i.e. assisted living, group care facilities, nursing and convalescent homes, independent group living)	NC	AR	AR	AR	C
Manufactured Housing Parks	NC	AR	AR	AR	C

Table 4: Commercial Land Use Versus Airport Overlay Zones

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>		<i>AR = Additional Review Required</i>		<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Commercial Activities					
Eating and Drinking Establishments (i.e. restaurants, cafes, coffee shops, fast food restaurants, bars, nightclubs, taverns, cocktail lounges)	NC	AR	AR	AR	C
Quick Vehicle Servicing Uses (i.e. full-serve and mini-serve gas station, unattended card key service stations, car washes)	NC	AR	AR	C	C
Office Uses (i.e. business, government, professional, medical, or financial)					
<i>General Office</i> (i.e. professional offices, financial businesses, government offices)	NC	AR	AR	AR	C
<i>Low-Rise</i> (1-3 Levels)	NC	AR	AR	AR	C
<i>Mid-Rise</i> (4-12 Levels)	NC	AR	AR	AR	C
<i>High-Rise</i> (13+ Levels)	NC	AR	AR	AR	AR
<i>Medical/Dental Office</i> (i.e. medical and dental clinics, chiropractic clinics, physical therapy clinics)	NC	AR	AR	AR	C
<i>Low-Rise</i> (1-3 Levels)	NC	AR	AR	AR	C
<i>Mid-Rise</i> (4-12 Levels)	NC	AR	AR	AR	C
<i>High-Rise</i> (13+ Levels)	NC	AR	AR	AR	AR

Table 4: Commercial Land Use Versus Airport Overlay Zones (Continued)

Muscatine Municipal Airport Zone Chart					
C = Compatible		AR = Additional Review Required		NC = Not Compatible	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Commercial Activities (Continued)					
Retail Uses (i.e. sale, lease, or rent of new or used products)					
<i>Sales-Oriented</i> (i.e. appliances, convenience stores, bakeries, electronics, furniture, garden supplies, gas stations, groceries, hardware, malls, strip malls, videos)	NC	AR	AR	C	C
<i>Personal Service-Oriented</i> (i.e. retail service-banking establishments, laundromats/dry cleaning, quick printing services, beauty/tanning salons, funeral homes)	NC	AR	AR	AR	C
<i>Repair-Oriented</i> (i.e. consumer goods-electronics, office equipment, appliances)	NC	AR	AR	C	C
<i>Hospitality-Oriented</i> (hotels, motels, convention centers, meeting halls, event facilities)	NC	AR	AR	AR	C
<i>Low-Rise</i> (1-3 Levels)	NC	AR	AR	AR	C
<i>Mid-Rise</i> (4-12 Levels)	NC	AR	AR	AR	C
<i>High-Rise</i> (13+ Levels)	NC	AR	AR	AR	AR
<i>Outdoor Storage and Display-Oriented</i> (i.e. outdoor storage-lumber yards, vehicles sales, landscape material and nursery product sales, farm supply and equipment sales)	NC	AR	AR	C	C

Table 4: Commercial Land Use Versus Airport Overlay Zones (Continued)

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>		<i>AR = Additional Review Required</i>		<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Commercial Activities (Continued)					
Surface Passenger Services (i.e. passenger terminals for buses, rail services, local taxi and limousine services)	NC	AR	AR	C	C
Vehicle Repair Uses (i.e. vehicle repair or service shops, alignment shops, tire sales)	NC	AR	AR	C	C

Table 5: Industrial/Manufacturing Land Use Versus Airport Overlay Zones

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>		<i>AR = Additional Review Required</i>		<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Industrial/Manufacturing Activities					
Industrial Service Uses (i.e. machine shops, tool repair, towing and vehicle storage, building supply yards, heating/plumbing/electrical contractors, exterminators, janitorial services, fuel oil distributors, solid fuel yards)	NC	AR	AR	C	C
Manufacturing and Production Uses (i.e. manufacturing, processing, fabrication, packaging or assembly of goods)					
<i>Technical/Light Manufacturing</i> (i.e. electrical components, engineering, scientific and research, office, computer hardware/software, optical, pharmaceuticals, printing/photo facilities, publishing)	NC	AR	AR	AR	C
<i>General Manufacturing</i> (i.e. manufacturing, compounding, assembling or treatment of most articles, materials, or merchandise)	NC	AR	AR	C	C
<i>* Heavy Manufacturing</i> (i.e. concrete and asphalt plants, meat packing plants, wet corn milling, manufacturing of animal feed, paper/paperboard mills, ethanol plants)	NC	AR	AR	AR	AR

* Heavy Manufacturing typically has excessive smoke, dust, or hazardous waste.

Table 5: Industrial/Manufacturing Land Use Versus Airport Overlay Zones (Continued)

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>	<i>AR = Additional Review Required</i>			<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Industrial/Manufacturing Activities (Continued)					
Mining and Extraction Uses	NC	AR	AR	AR	AR
Salvage Operations (i.e. firms that collect, store, and dismantle damaged or discarded vehicles, machinery, appliances, and building material)	NC	AR	AR	C	C
Self-Service Storage Uses (i.e. mini-warehouses/storage facilities)	NC	AR	AR	C	C
Warehouse and Freight Uses (i.e. major wholesale distribution centers, general freight storage, railroad switching yards, bus/rail car storage lots, parcel service, grain terminals)	NC	AR	AR	C	C
Waste-Related Uses* (i.e. recycling centers, sanitary landfills, waste transfer stations, composting, energy recovery plants, sanitary and water treatment facilities, sanitary collection/pumping facilities, hazardous waste collection sites)	NC	AR	AR	AR	AR

* Waste-Related Uses can attract wildlife, which can be hazardous to aircraft.

Table 5: Industrial/Manufacturing Land Use Versus Airport Overlay Zones (Continued)

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>		<i>AR = Additional Review Required</i>		<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Industrial/Manufacturing Activities (<i>Continued</i>)					
Wholesale Sales Uses (i.e. sale, lease, or rental of products to retailers for industrial, institutional, or commercial business users)	NC	AR	AR	C	C

Table 6: Institutional Land Use Versus Airport Overlay Zones

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>	<i>AR = Additional Review Required</i>			<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Institutional Activities					
Basic Utility Uses (i.e. utility substation facilities, electrical substations, water and sewer lift stations, water towers)	NC	AR	AR	AR	AR
College and Universities (i.e. public or private colleges and universities, technical colleges, seminaries)	NC	AR	AR	AR	C
Community Service Uses (i.e. public, nonprofit, or charitable nature providing a local service to the people)					
<i>General Community Service</i> (i.e. libraries, museums, transit centers, park and ride facilities, senior/community/neighborhood centers, police and fire stations)	NC	AR	AR	AR	C
<i>Community Service-Shelter</i> (i.e. transient housing)	NC	AR	AR	AR	C
Daycare Uses (i.e. childcare centers, adult daycare, preschools, after school programs)	NC	AR	AR	AR	C
Detention Facilities (i.e. prisons, jails, probation centers, juvenile detention homes, halfway houses)	NC	AR	AR	C	C

Table 6: Institutional Land Use Versus Airport Overlay Zones (Continued)

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>		<i>AR = Additional Review Required</i>		<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Educational Facilities (i.e. public and private schools)					
<i>General Educational Facilities</i> (i.e. public and private elementary, middle, junior, and senior high schools including religious, boarding, military schools)	NC	AR	AR	AR	C
<i>Specialized Education Facilities</i> (i.e. specialized trade, business, or commercial courses, non-degree granting schools)	NC	AR	AR	AR	C
Hospitals (i.e. hospitals, medical centers)	NC	AR	AR	AR	C
Religious Assembly Uses (i.e. churches, temples, synagogues, mosques, Masonic, eagles, moose, or elk lodges)	NC	AR	AR	AR	C

Table 7: Infrastructure Land Use Versus Airport Overlay Zones

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>		<i>AR = Additional Review Required</i>		<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Infrastructure Activities					
Communication Transmission Facility Uses (i.e. broadcast, wireless, point to point, emergency towers and antennae)	NC	AR	AR	AR	AR
Parking Uses (i.e. ground lots, parking structures)	AR	C	C	C	C
Transportation Uses (i.e. highways, interstates, local and county roads)	AR	C	C	C	C
Utility Uses (i.e. solar power generation equipment, wind generators, wind farms)	NC	AR	AR	AR	AR

Table 7: Infrastructure Land Use Versus Airport Overlay Zones (Continued)

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>	<i>AR = Additional Review Required</i>			<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Infrastructure Activities					
Agricultural Uses (i.e. commercial cultivation of plants, livestock production)					
<i>Plant-related</i> (i.e. crop farming, vegetable, fruit, and tree, wholesale plant nurseries)	AR	AR	AR	C	C
<i>Animal-related</i> (i.e. livestock operations, dairy farms, horse farms)	AR	AR	AR	C	C
<i>Resident-related</i> (i.e. single-family home, mobile home if converted to real property and taxed)	NC	AR	AR	AR	C
<i>Facility-related</i> (i.e. fuel bulk storage/pumping facility, grain elevator, livestock/seed/grain sales)	NC	AR	AR	AR	C
Floodplains	AR	AR	AR	C	C
Water Bodies (i.e. open bodies containing water)					
<i>Man-made resources</i> (i.e. mining and extraction, water detention ponds, wetlands)	NC	AR	AR	AR	AR
<i>Naturally occurring</i> (i.e. lakes, ponds, prairie pot holes, rivers, streams, wetlands)	NC	AR	AR	C	C
Wildlife Preservation Areas (i.e. petting zoos, wildlife rehabilitation centers, zoos)	NC	AR	AR	AR	C

Table 8: Parks and Recreation Land Use Versus Airport Overlay Zones

Muscatine Municipal Airport Zone Chart					
<i>C = Compatible</i>	<i>AR = Additional Review Required</i>			<i>NC = Not Compatible</i>	
Land Uses	Zone A	Zone B	Zone C	Zone D	Zone E
Parks and Recreation Activities					
Commercial Recreational Uses (i.e. facilities used for physical exercise, recreation, or culture)					
<i>Outdoor</i> (i.e. campgrounds, tennis/swimming facilities, drive-in theaters, skating rinks, pavilions, amphitheaters)	NC	AR	AR	AR	C
<i>Indoor</i> (i.e. physical fitness centers, health clubs, bowling alleys, skating rinks, billiard halls, arcades, indoor theaters)	NC	AR	AR	C	C
<i>Golf</i> (i.e. golf driving ranges, outdoor miniature golf, 9+ hole courses)	NC	AR	AR	AR	C
Utility Uses (i.e. amusement/theme parks, fairgrounds, racetracks, sports arenas)	NC	AR	AR	AR	AR
Parks (i.e. aquatic, mini, private, sports, neighborhood, school, community)	NC	AR	AR	C	C
Casino	NC	AR	AR	AR	C

In Tables 3-8, if a specified use of land, building, or structure is proposed by an applicant and not identified on the land use compatibility charts, the Airport Zoning Administrator shall be responsible for determining the level of land use compatibility. If the applicant disagrees with the decision, they may appeal the decision as detailed in section 10-19-17 of this ordinance.

10-19-10 Ordinance Administration

This section identifies the entity who will administer and enforce the regulations prescribed in the Ordinance. This section will also define the powers given to the administrator to exercise his/her duties and procedures within the provision of the Ordinance.

It shall be the duty of the City of Muscatine, Iowa, Community Development Director, or designee, referred to herein as the "Airport Zoning Administrator", to administer the regulations prescribed herein. Applications for permits and variances shall be made to the Airport Zoning Administrator upon forms furnished by the Airport Zoning Administrator. Applications for action by the Airport Board of Adjustment shall be forthwith transmitted by the Airport Zoning Administrator, should an applicant request review. Permit applications shall be either granted or denied by the Airport Zoning Administrator, according to the regulations prescribed herein.

As stated in Section 329.13, Iowa Code, all airport zoning regulations adopted under this ordinance shall provide for the administration and enforcement of such regulations by an administrative agency. For purposes of the 2023 Muscatine, Iowa Airport Land Use and Height Overlay Zoning Ordinance, the administration will be enforced by the Muscatine Airport Zoning Administrator with consultation and cooperation from the City of Fruitland City Clerk, the Muscatine County Engineer, the Louisa County Engineer, and the Rock Island County Engineer. However, in no case, shall such administrative agency be or include any member of the Airport Board of Adjustment. The duties of any administrative agency designated pursuant to the Iowa Code or this ordinance shall not include any of the powers herein delegated to the Airport Board of Adjustment. The Muscatine Airport Zoning Administrator will be recognized as the official Airport Zoning Administrator, since the operation of the Muscatine Municipal Airport falls within the jurisdiction of the City of Muscatine. However, if needed, the City of Fruitland City Clerk, the Muscatine County Engineer, the Louisa County Engineer, and/or the Rock Island County Engineer may be called upon from time to time, to consult with and/or confer with the Airport Zoning Administrator about the airport zoning ordinance regulations.

10-19-11 Nonconforming Uses

The intent of this ordinance is to discourage their continuance, but to permit existing legal nonconforming buildings, structures, or natural resources to continue until they are removed, unless such nonconforming use is determined by the FAA to be a hazard within one of the airport zones and required to be altered or changed in accordance with FAA regulations. Furthermore, the intent of this ordinance is that nonconformities shall not be enlarged upon, expanded, or extended, nor be used to add other nonconforming structures prohibited elsewhere in the defined airport zones.

- A.** In accordance with Section 329.10, Iowa Code, and stated above in Section 10-19-7 of this ordinance, any preexisting nonconforming structure, tree, or land use, shall

not be replaced, rebuilt, altered, allowed to grow higher, or replanted, so as to constitute a greater airport hazard than it was when these airport zoning regulations or amendments to these regulations were adopted. With that stated, where a lawful building or structure exists prior to the effective date of adoption or amendment of this ordinance that could not be built under the terms of this airport ordinance by reason of restrictions on height or land use compatibility, such structure may be continued, so long as it remains otherwise lawful and in compliance with FAA regulations; subject to the following provisions:

1. No such nonconforming structure may be enlarged or altered in a way that increases its nonconformity. Such structure may be enlarged or altered in a way that does not increase its nonconformity.
 2. Should such nonconforming structure be destroyed by any means to an extent of more than seventy-five percent (75%) of its replacement cost, it shall be reconstructed only in conformity with the provisions of this airport ordinance.
 3. Should any nonconforming structure be moved within the boundaries of any of the five (5) airport zones for any reason or for any distance whatever, it shall thereafter conform to the regulations of this airport zoning ordinance.
 4. Discontinuance. In the event a nonconforming building, structure or use is discontinued for a period of one (1) year, its height and land use compatibility shall conform thereafter to the provisions of this airport zoning ordinance.
- B.** On any nonconforming building or structure, work may be done on ordinary repairs or replacement of non-bearing walls not exceeding seventy-five percent (75%) of the assessed value of the building, provided the cubic content of the building shall not be increased. Nothing in this ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by an official charged with protecting the public safety upon orders of such official. A change of tenancy, ownership, or management of any existing nonconforming uses of land, buildings or structures shall be allowed under this ordinance.

10-19-12 Airport Land Use and Height Overlay Zoning Permits

- A.** The duty of the applicant shall include providing the Airport Zoning Administrator with sufficient information to evaluate the proposed action. This information shall include but not be limited to the following:
1. Contact information
 2. Structure information including: location based on State Plane Coordinates NAD 83, and vertical control based on the NAVD 88 control system; proposed finish floor elevation of structure; and height of structure.

3. Site information
 4. Drawing information
 5. Certification
 6. Identify current and potential compatibility concerns (from the following five areas of concern: noise sensitive related issues, high concentrations of people, tall structures, visual obstructions, and wildlife/bird attractants)
- B.** Buildings or other structures located within the Muscatine Municipal Airport land use and height overlay zoning area, which is defined herein, shall be reviewed in accordance with the allowable height and land use classifications accordingly. All proposed land uses, exclusive of communication uses (e.g. specifically cell towers, antennas, etc.), utility uses (e.g. specifically wind generators, wind farms) and waste related uses (e.g. specifically landfills), shall not be subject to any further review of the airport zoning ordinance, if such proposed building or structure is located within airport overlay Zones D and E and such building or structure meets the height requirements indicated on the Muscatine Airport Land Use and Height Overlay Zoning Map.

Furthermore, those proposed buildings or structures to be located within airport overlay zones A, B, and C of the Muscatine Municipal Airport land use and height overlay zoning area, which is defined herein, shall automatically be reviewed by the Airport Zoning Administrator, in accordance with both height and land use conformance. The Airport Zoning Administrator shall determine if such proposed building or structure meets the initial criteria for additional height and land use review or if the proposed use is exempted from additional review. If the affected jurisdiction determines an additional level of review is needed, the appropriate authority shall submit a copy of the permit under review to the Airport Zoning Administrator. Upon review by the Airport Zoning Administrator, comments and a recommendation on approval, approval with conditions or denial of such permit shall be returned to the originating jurisdiction, in which the proposed building or structure is located. The Airport Zoning Administrator shall approve the permit if after evaluation, the proposed project is found to be adequately compatible. Should the proposed project be found to be incompatible after review, the Airport Zoning Administrator shall recommend denial of the permit. Should the permit be denied, the applicant shall have the right to request an appeal, as prescribed in this ordinance. Any airport zoning review shall be null and void, if the purpose for which the permit is issued has not commenced within one (1) year from date of issuance. Should the activity commence after that time, a new airport zoning review shall be required.

10-19-13 Marking and Lighting of Airport Hazards

This section identifies lighting and marking requirements in the vicinity of the airport, in order to help provide for safe aircraft operations, as well as for the health, safety, and welfare of individuals on the ground.

- A.** Lighting and marking requirements will be determined through an FAA 7460-1 airspace analysis. The applicant shall provide Notice of the Proposed Construction or Alteration to the FAA, by filing form 7460-1 electronically via the OEAAA website.
- B.** The owner of any structure, object, natural vegetation, or terrain is hereby required to install, operate, and maintain such markers, lights, and other aids to navigation necessary to indicate to the aircraft operators, in the vicinity of an airport, the presence of an airport hazard. Hazard markers and lights shall be installed, operated, and maintained at the expense of the owner of such building, structure, or object requiring such lighting or marking within the findings of the 7460-1 airspace analysis.

10-19-14 Height Limitations

- A.** No structure, object, natural vegetation, or terrain shall be erected, altered, allowed to grow or be maintained within any airport zoning district established by this Ordinance to a height in excess of the applicable height limitations set forth in this Ordinance and the Airport Land Use and Height Overlay Zoning Map. The permitted height shall not exceed the difference between the grade elevation and the height limitation numbers illustrated on the "Official Airport Land Use and Height Overlay Zoning Map" within the various airport zones encompassed by this Ordinance. The Airport Land Use and Height Overlay Zoning Map is attached as Exhibit A and is located in the Office of the City Clerk (City of Muscatine), Fruitland City Hall, the Muscatine County Engineer's Office, the Louisa County Engineer's Office, and the Rock Island County Engineer's Office.
- B.** An FAA 7460-1 airspace review shall provide a portion of the information necessary to evaluate potential height impacts; however, it shall not be the sole source of review.

10-19-15 Airport Board of Adjustment

- A.** The Muscatine Airport Board of Adjustment shall consist of two (2) members from the City of Muscatine, one (1) from the City of Fruitland, and one (1) from Muscatine County, selected from sitting members of the respective entities Board of Adjustment and appointed by the governing body thereof, along with one (1) additional member to be selected by the Muscatine Airport Advisory Commission. The five (5) appointed members will select a chairperson amongst themselves.

Airport Board of Adjustment members may be removed for cause by the appointing authorities (either City of Muscatine, City of Fruitland, or Muscatine County) upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term of any member whose office becomes vacant, in the same manner in which said member was selected. The terms of the board members shall be for five (5) years.

- B.** Any person, property owner, or taxpayer impacted by any decision of this ordinance, may appeal to the Airport Board of Adjustment. According to Section 329.12, Code of Iowa, the governing body of any municipality seeking to exercise powers under Chapter 329, shall by ordinance provide for the appointment of a Board of Adjustment, as provided in section 414.7 for a city, or as provided in section 335.10 for a county. The board of adjustment has the same powers and duties, and its procedure and appeals are subject to the same provisions as established in Code of Iowa sections 414.9 to 414.19 for a city, or sections 335.12 to 335.21 for a county. The concurring vote of a majority of the board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official or to decide in favor of the applicant on any matter upon which it is required to pass under any regulations adopted pursuant to this chapter or to affect any variance therefrom.

10-19-16 Variances

In accordance with Section 239.11, Code of Iowa, any person desiring to erect, alter, or increase the height of any structure, object, or to permit the growth of any natural vegetation, or otherwise use his property in violation of airport zoning regulations adopted under this ordinance, may apply to the Airport Board of Adjustment for variance from such zoning regulations. Such variances shall be allowed where a literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship, and the relief granted would not be contrary to the public interest, but would do substantial justice and be in accordance with the spirit of the regulations and this chapter; provided, however, that any such variance may be allowed subject to any reasonable conditions that the Airport Board of Adjustment may deem necessary to effectuate the purposes of this Ordinance. No application for variance to the requirements of this Ordinance may be considered by the Airport Board of Adjustment, unless a copy of the application has been submitted to the Muscatine Municipal Airport Zoning Administrator for an opinion as to the aeronautical effects of the variance.

10-19-17 Appeals

Any person aggrieved, or any taxpayer affected, by any decision by the Airport Zoning Administrator made in the administration of this Chapter may appeal to the Airport Board of Adjustment by complying with the provisions of Section 10-31-2(B) of the City of Muscatine Zoning Ordinance.

10-19-18 Judicial Review

Any person or persons, or any board, taxpayer, department, board or bureau of the city aggrieved by any decision of the Airport Board of Adjustment may seek review of such decision of the Board by a Court of Record in the manner provided by the laws of the State of Iowa and particularly by Section 414.15, Code of Iowa.

10-19-19 Penalties

- A.** Unless provided elsewhere in this ordinance or in the city's Code of Ordinances, any person, firm, corporation, or agent who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement any of the provisions of this ordinance or any amendment thereof; or who shall build or alter any building in violation of this ordinance, with the exception of those provisions specifically provided under State law as a felony, an aggravated misdemeanor, a serious misdemeanor, or a simple misdemeanor under Chapters 687 through 747 of the Code of Iowa, shall be charged with a municipal infraction, which is punishable by civil penalty, as provided herein (Code of Iowa, Sec. 331.307[3]). Each day that a violation continues to exist constitutes a separate violation.
 - 1.** A municipal infraction for an airport zoning violation in Muscatine, Iowa is punishable under the following civil penalties: (Code of Iowa, Sec. 331.307[1])
 - a.** First offense – no less than \$250 and not to exceed \$750.00, not including court costs
 - b.** Second and repeat offenses – no less than \$250 and not to exceed \$1,000.00, not including court costs
- B.** The owner or tenant of any building, structure, premises or part thereof, and any architect, builder, contractor, agent or other person who commits, participates in, assists in, or maintains such violation, may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.
- C.** In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, or land is used in

violation of this ordinance, the City Attorney, in addition to other remedies, may institute any proper action or proceed in the name of the City of Muscatine to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, conduct, business, or use in or about said premises.

10-19-20 Conflicting Regulations

In accordance with Section 329.8, Code of Iowa, where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to height or structures, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

10-19-21 Severability

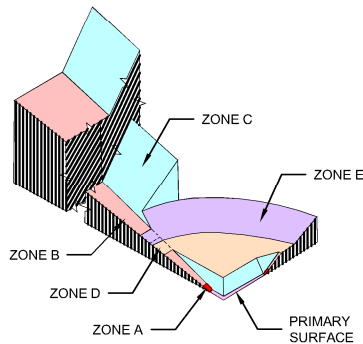
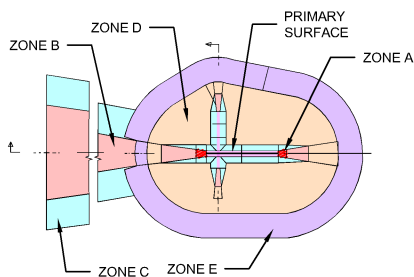
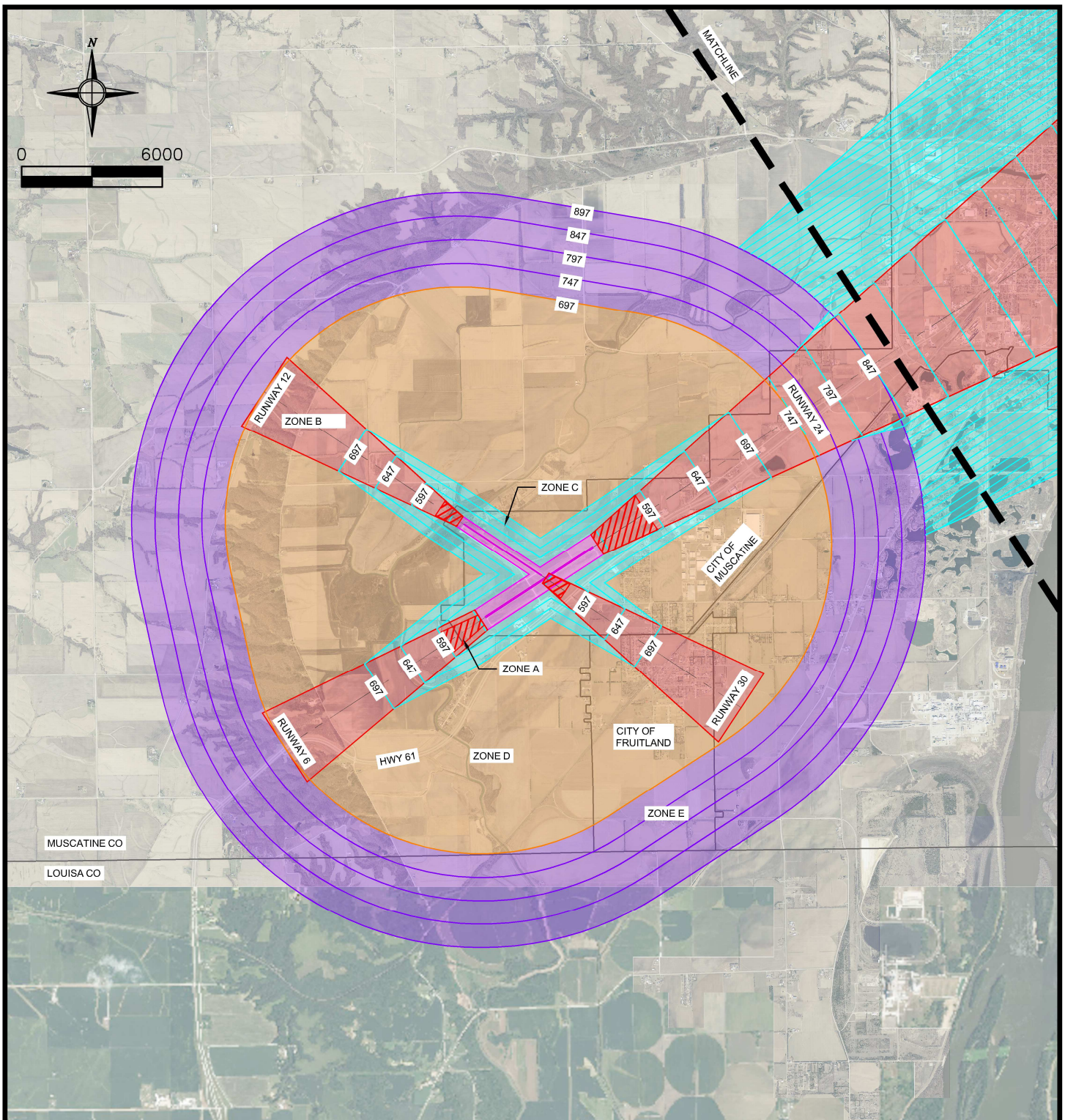
If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

10-19-22 Effective Date

This ordinance shall be in effect from and after its adoption by the governing body with publication and posting as required by law, as provided for in Chapter 380.6 and 380.7, Iowa Code. (Code of Iowa, Sec. 380.6[1]; Sec. 380.7[3]; and Sec. 362.3).

Exhibit A-Airport Land Use and Height Overlay Zoning Map

The exhibit provides the Official Airport Land Use and Height Overlay Zoning Map to be kept on file with the appropriate governmental entities. The map must be amended when changes occur within the jurisdictional map boundaries. The map shall be adopted concurrently with this Ordinance.



LEGEND:

- ZONE A - RUNWAY PROTECTION ZONE
- ZONE B - APPROACH SURFACE
- ZONE C - TRANSITIONAL SURFACE
- ZONE D - HORIZONTAL SURFACE
- ZONE E - CONICAL SURFACE
- PRIMARY SURFACE

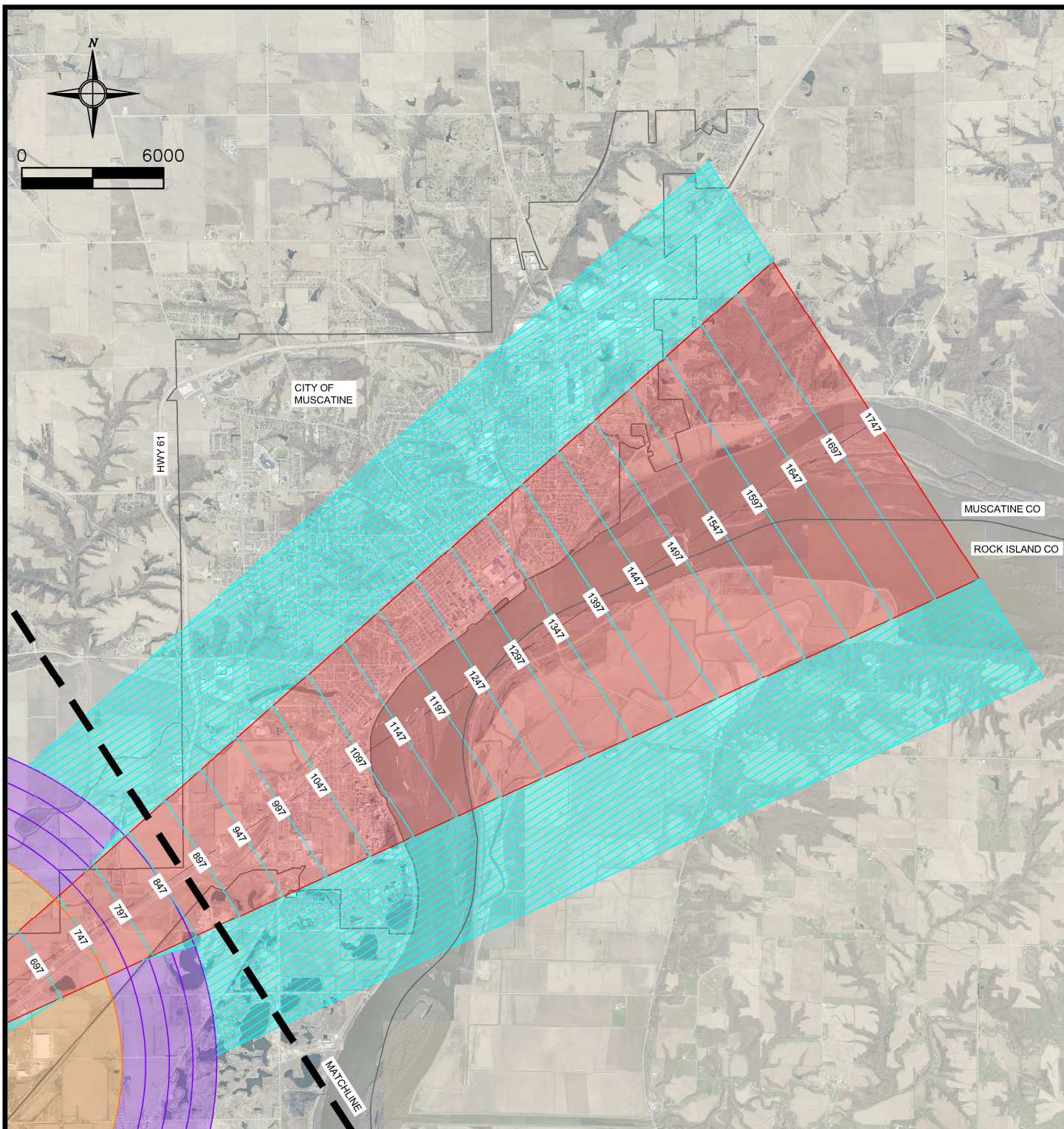
DRAWN BY: MJP
APPROVED BY: JCD
DATE: X-X-2023



MUSCATINE MUNICIPAL AIRPORT
MUSCATINE, IOWA

EXHIBIT A
AIRPORT LAND USE AND HEIGHT
OVERLAY ZONING MAP

SHEET NO.
1
OF
2



LEGEND:

- ZONE A - RUNWAY PROTECTION ZONE
- ZONE B - APPROACH SURFACE
- ZONE C - TRANSITIONAL SURFACE
- ZONE D - HORIZONTAL SURFACE
- ZONE E - CONICAL SURFACE
- PRIMARY SURFACE

DRAWN BY: MJP
APPROVED BY: JCD
DATE: X-X-2023



MUSCATINE MUNICIPAL AIRPORT
MUSCATINE, IOWA

EXHIBIT A
AIRPORT LAND USE AND HEIGHT
OVERLAY ZONING MAP

SHEET NO.
2
OF
2

ORDINANCE NO. 2023-0419

REVISING TITLE 10, CHAPTER 19 – A-P AIRPORT DISTRICT

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, the Planning and Zoning Commission did on August 8, 2023, voted to recommend approval of the revisions to the Airport District Ordinance; and

WHEREAS, a public hearing was conducted by the City Council of Muscatine August 17, 2023, prior to the adoption this ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine that:

SECTION 1. Chapter 19 of Title Ten of the City Code is hereby deleted and Exhibit A as attached hereby to is adopted in lieu thereof.

SECTION 2. 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 3. Any Ordinance or part thereof in conflict or inconsistent with the provisions of this Ordinance is repealed.

SECTION 4. 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 17th day of August, 2023.

City Council of the City of Muscatine

Dr. Brad Bark
Mayor

Attest:

Carol Webb
City Clerk

First Reading: 8/17/23

Second Reading:

Third Reading:

Publication:



City of Muscatine

ITEM NUMBER 2023-0411

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

April Limburg, City Planner

SUBJECT

A Resolution Setting a Public Hearing to Declare Certain Real Estate Owned by the City (891 W 8th Street and adjacent parcel) 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 located at 891 W 8th Street along with the adjacent parcel, for which there is no proposed public use. Before the sale of the city-owned property, the City Council must determine 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 of the attached resolution setting a public hearing to declare certain City-owned real estate as surplus for September 7, 2023 at 6:00 pm during the regular meeting of City Council.

BACKGROUND/DISCUSSION

The City of Muscatine has accumulated a number of parcels of land for which the continued public ownership 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, the City Council must declare such parcels surplus, with no known public purpose.

As part of the design for Phase 5 of the West Hills Sewer Separation Project it was determined that purchasing the property located at 891 W. 8th Street was the most cost effective, least intrusive and safest option for the reconstruction. The engineers had identified two options, one through the alley behind Climer or between the houses at 891 and 901 W 8th Street.

The alley was determined to have substantial safety concerns and increase the project costs

about \$140,000. Going between the homes required purchasing one of the properties and a purchase agreement was negotiated with the owner of the property. Council approved the purchase of the property for \$172,500 at the January 7, 2021 City Council meeting. At that time, the engineer explained the home would be moved, with an estimated cost of \$70,000 to \$100,000, and the home would be resold upon completion of construction.

The house was purchased on March 10, 2021, and temporarily relocated on the lot to allow for construction, and May 19, 2022, Council approved a change order for \$132,014.50 related to the relocation of the home. This included moving the building, building a new foundation and completing necessary improvements to make the home code compliant. The relocation of the home on the .74 acre lot also presented the opportunity for subdividing and creating a second buildable lot.

Once declared as surplus, the parcels 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. A preference for bidders committing to additional renovations to the home at 891 8th Street and selling the improved property to an income-qualified, first-time homebuyer will be given preference for this property. The new adjacent lot will be sold to the highest bidder.

All bids received will be opened and starting with the lowest bidder, each bidder will be given the opportunity to raise their bid to an amount which is higher than the current highest bid in increments of not less than \$1,000. This procedure will continue until the highest bid is obtained. Failure to bid in any given round will not prevent a party from reentering the bidding process at a later time. The highest bidder will be required to execute a purchase agreement, subject to City Council approval, which shall list the sale price, and provide a closing date.

Upon approval of a resolution declaring these properties surplus, a notice of the sealed bid auction and the sale procedures 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 borne by the City. The sale of these parcels would make them and any improvements made on them subject to property tax, which would have a positive financial impact.

ATTACHMENTS

1. Resolution to Set a Public Hearing - 891 W 8th and adjacent lot
2. Setting PH declare 891 W 8th - notice

RESOLUTION NO. 2023-0411

**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:

0835357010 (891 W 8th St) and the adjacent lot (also adjacent to 8th Street)

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

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, September 7, 2023 during the regular City Council meeting. Public participation may be in person or 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 17th day of August 2023.

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

Brad Bark, Mayor

Attest:

Carol Webb, City Clerk

PUBLIC NOTICE

TO THE CITIZENS OF MUSCATINE, IOWA:

You are notified that the City of Muscatine will hold a public hearing on the 7th day of September, 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:

0835357010 (891 W 8th St) and the adjacent lot

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 GoToMeeting 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



City of Muscatine

ITEM NUMBER 2023-0380

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

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

EXECUTIVE SUMMARY

Presented to City Council is the second 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

Staff recommends approval.

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: 8/17/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Second 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 second 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 2023-0412

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees and Rental Housing Fees to Private Properties

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution authorizing the assessment of unpaid abatement service fees and rental housing fees to private properties. The abatement and rental housing costs total \$6,529.63, the administrative fees are \$1,575.00, and the assessment fees are \$3,150.00. The total amount being requested for assessment at this time totals \$11,254.63.

STAFF RECOMMENDATION

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

BACKGROUND/DISCUSSION

The City's contractor has provided abatement services for nuisance and vegetation violations at the properties listed on the attachment. Dates of service are between February 2023 to June 2023. The City was billed for these services and has subsequently paid the contractor. Assessing the outstanding bills to the property taxes will help the City recoup its costs.

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

The City has provided rental housing services for properties listed on the attachment, including but not limited to, rental property inspections and Rental Facility License issuance as required per the Muscatine Rental Housing Code. Dates of service are from March and April 2023. The

City billed the owner for the services provided and sent multiple invoices prior to requesting assessment. In accordance with Title 16 of City Code, if the initial invoice to the owner is not paid a second invoice is sent with a \$25 late payment fee. If the second invoice is not paid, a third and fourth invoice are sent with 1.5% interest being accrued on each invoice. A final payment notice is sent with the fourth invoice notifying the owner of the deadline to avoid the outstanding balance being assessed to the property taxes. Assessing the outstanding bills to the property will help the City recoup its costs.

A \$50.00 assessment fee has been added to each property for each nonpayment to cover processing costs. Assessment fees for each abatement instance began with implementation of the new software because the system does not group all fees for a single property together, rather it records them separately. This is to allow a better means to track repeat offenders and, as such, this change only affects properties that the City is required to abate multiple times. Additional fees are charged by the County for each assessment.

CITY FINANCIAL IMPACT

Fees are to reimburse the City for expenses associated with the services provided to abate the nuisance and vegetation violations and the provided rental housing services. If assessments are not approved or are reduced there will be a negative impact to the general fund.

ATTACHMENTS

1. Council Special Assessments Report 08.17.2023
2. Council Resolution Special Assessments 08.17.2023

Special Assessments Report 8/17/2023 - Page 1

Parcel ID	Property Address	Owner Name	Date of Work	Service Type	Service Fee	Admin Fee	Assessment	Total Fee
0825276025	0825276025	OAK CREEK DEVELOPMENT INC	5/25/2023	Vegetation - Weeds/Grass	\$97.80	\$25.00	\$50.00	\$172.80
0834328017	0834328017	CAUSSE BRIAN M OR LISA D	5/1/2023	Vegetation - Weeds/Grass	\$130.40	\$25.00	\$50.00	\$205.40
0834328017	0834328017	CAUSSE BRIAN M OR LISA D	5/15/2023	Vegetation - Weeds/Grass	\$94.60	\$25.00	\$50.00	\$169.60
0834328017	0834328017	CAUSSE BRIAN M OR LISA D	5/23/2023	Vegetation - Weeds/Grass	\$68.40	\$25.00	\$50.00	\$143.40
1310202016	1009 Grandview Ave	BOHLING ASHLEIGH	4/5/2023	Nuisance	\$170.10	\$25.00	\$50.00	\$245.10
0835252018	1015 Cedar St	MILEY REBECCA L	5/4/2023	Nuisance	\$141.80	\$25.00	\$50.00	\$216.80
1310233009	1114 Nebraska St	MORSE MARY F	5/1/2023	Vegetation - Weeds/Grass	\$60.40	\$25.00	\$50.00	\$135.40
1310233009	1114 Nebraska St	MORSE MARY F	5/12/2023	Vegetation - Weeds/Grass	\$34.20	\$25.00	\$50.00	\$109.20
1310233009	1114 Nebraska St	MORSE MARY F	5/22/2023	Vegetation - Weeds/Grass	\$60.40	\$25.00	\$50.00	\$135.40
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	5/2/2023	Vegetation - Weeds/Grass	\$45.70	\$25.00	\$50.00	\$120.70
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	5/15/2023	Vegetation - Weeds/Grass	\$29.40	\$25.00	\$50.00	\$104.40
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	5/20/2023	Vegetation - Weeds/Grass	\$23.65	\$25.00	\$50.00	\$98.65
0835180007	1200 Iowa Ave	SHERWOOD SHAWN	5/3/2023	Nuisance	\$391.20	\$25.00	\$50.00	\$466.20
0835180007	1200 Iowa Ave	SHERWOOD SHAWN	5/16/2023	Vegetation - Weeds/Grass	\$153.40	\$25.00	\$50.00	\$228.40
0836187011	1216 E 2nd St	TAPIA RACHAEL	5/1/2023	Vegetation - Weeds/Grass	\$29.40	\$25.00	\$50.00	\$104.40
0836187011	1216 E 2nd St	TAPIA RACHAEL	5/12/2023	Vegetation - Weeds/Grass	\$14.70	\$25.00	\$50.00	\$89.70
0836187011	1216 E 2nd St	TAPIA RACHAEL	5/22/2023	Vegetation - Weeds/Grass	\$29.40	\$25.00	\$50.00	\$104.40
0836327006	1216 Smalley St	COBARRUVIAS GILBERTO OR COVARRUBIAS CINDY	2/24/2023	Nuisance	\$99.20	\$25.00	\$50.00	\$174.20
1302101019	1503 Lucas St	KIRBY KAYLA J	5/1/2023	Vegetation - Weeds/Grass	\$60.40	\$25.00	\$50.00	\$135.40
1302101019	1503 Lucas St	KIRBY KAYLA J	5/12/2023	Vegetation - Weeds/Grass	\$32.60	\$25.00	\$50.00	\$107.60
1302101019	1503 Lucas St	KIRBY KAYLA J	5/22/2023	Vegetation - Weeds/Grass	\$31.00	\$25.00	\$50.00	\$106.00
0836204006	158 1/2 Sherman St	KELLY JARED J	5/17/2023	Vegetation - Weeds/Grass	\$88.20	\$25.00	\$50.00	\$163.20
0836204006	158 1/2 Sherman St	KELLY JARED J	5/23/2023	Nuisance	\$201.90	\$25.00	\$50.00	\$276.90
0834176009	1632 Beach Cir	JENKINS MENDI	5/22/2023	Vegetation - Weeds/Grass	\$62.00	\$25.00	\$50.00	\$137.00
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	5/1/2023	Vegetation - Weeds/Grass	\$74.10	\$25.00	\$50.00	\$149.10
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	5/12/2023	Vegetation - Weeds/Grass	\$34.20	\$25.00	\$50.00	\$109.20
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	5/22/2023	Vegetation - Weeds/Grass	\$31.00	\$25.00	\$50.00	\$106.00
1303252007	1905 Hershey Ave	HANEY AMANDA K	4/10/2023	Nuisance	\$101.71	\$25.00	\$50.00	\$176.71

Special Assessments Report 8/17/2023 - Page 2

Parcel ID	Property Address	Owner Name	Date of Work	Service Type	Service Fee	Admin Fee	Assessment	Total Fee
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1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	5/1/2023	Vegetation - Weeds/Grass	\$62.00	\$25.00	\$50.00	\$137.00
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	5/12/2023	Vegetation - Weeds/Grass	\$35.80	\$25.00	\$50.00	\$110.80
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	5/22/2023	Vegetation - Weeds/Grass	\$62.00	\$25.00	\$50.00	\$137.00
0826179018	2018 Crestline Dr	GLYNN TRAVIS	4/4/2023	Rental Second Reinspection	\$60.00	\$25.00	\$50.00	\$135.00
1302157008	208 Roselawn Ave	RTI INVESTMENTS LLC	2/21/2023	Nuisance	\$133.70	\$25.00	\$50.00	\$208.70
1302302006	211 Liberty St	HOOKE ALBERT R OR ALICE J	5/8/2023	Nuisance	\$556.40	\$25.00	\$50.00	\$631.40
0834454022	2203 Lucas St	EPERLY GLENN M	5/12/2023	Vegetation - Weeds/Grass	\$34.20	\$25.00	\$50.00	\$109.20
0834454022	2203 Lucas St	EPERLY GLENN M	5/22/2023	Vegetation - Weeds/Grass	\$31.00	\$25.00	\$50.00	\$106.00
1310407002	2206 Wallace St	PETTY RANDY OR TOMMYE J	4/18/2023	Nuisance	\$92.40	\$25.00	\$50.00	\$167.40
0834301005	2833 Highland Ct	STRODA JURGEN H	4/26/2023	Nuisance	\$306.95	\$25.00	\$50.00	\$381.95
1302132004	311 Broadway St	TREVINO ROBERT P	4/17/2023	Nuisance	\$45.10	\$25.00	\$50.00	\$120.10
0835378027	401 W 7th St	OWENS GREGORY	5/30/2023	Vegetation - Weeds/Grass	\$88.20	\$25.00	\$50.00	\$163.20
0836181004	409 Munn St	COLE RICHARD D OR TINA L	4/3/2023	Nuisance	\$352.50	\$25.00	\$50.00	\$427.50
0836160009	507 Spring St	EAGLE KACIE	5/1/2023	Nuisance	\$77.40	\$25.00	\$50.00	\$152.40
1302154009	519 Main St	BILICK KOLE	5/3/2023	Nuisance	\$85.40	\$25.00	\$50.00	\$160.40
0835131022	529 Maple Ave	ACE SIGNATURE HOMES LLC	5/8/2023	Nuisance	\$296.60	\$25.00	\$50.00	\$371.60
0835131022	529 Maple Ave	ACE SIGNATURE HOMES LLC	6/1/2023	Vegetation - Weeds/Grass	\$60.40	\$25.00	\$50.00	\$135.40
0835379021	600 Pine St	JANUS PROPERTIES LLC	3/2/2023	Nuisance	\$14.70	\$25.00	\$50.00	\$89.70
0835426002	602 E 7th St	FLAMINGO PROPERTIES LLC	5/23/2023	Nuisance	\$139.40	\$25.00	\$50.00	\$214.40
0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	3/1/2023	Nuisance	\$56.12	\$25.00	\$50.00	\$131.12
0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	5/15/2023	Vegetation - Weeds/Grass	\$58.80	\$25.00	\$50.00	\$133.80
0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	5/22/2023	Vegetation - Weeds/Grass	\$29.40	\$25.00	\$50.00	\$104.40
0835251003	606 E 11th St	WOOD AUDALISSIA	5/9/2023	Nuisance	\$99.45	\$25.00	\$50.00	\$174.45
0835385004	606 W 7th St	VAEZUELA TERESA PALOMAR	3/17/2023	Nuisance	\$38.10	\$25.00	\$50.00	\$113.10
0835385004	606 W 7th St	VAEZUELA TERESA PALOMAR	3/29/2023	Nuisance	\$499.90	\$25.00	\$50.00	\$574.90
1302132008	607 W 3rd St	ANDERSON JOSIAH OR STEPHANIE K	4/17/2023	Nuisance	\$86.75	\$25.00	\$50.00	\$161.75
1302132008	607 W 3rd St	ANDERSON JOSIAH OR STEPHANIE K	5/30/2023	Nuisance	\$70.05	\$25.00	\$50.00	\$145.05
0835430006	614 E 6th St	WHITLOCK HEATHER M	3/24/2023	Nuisance	\$92.10	\$25.00	\$50.00	\$167.10

Special Assessments Report 8/17/2023 - Page 3

Parcel ID	Property Address	Owner Name	Date of Work	Service Type	Service Fee	Admin Fee	Assessment	Total Fee
0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	5/1/2023	Vegetation - Weeds/Grass	\$31.00	\$25.00	\$50.00	\$106.00
0835428011	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	5/15/2023	Vegetation - Weeds/Grass	\$60.40	\$25.00	\$50.00	\$135.40

083542801	615 Mulberry Ave	INTEGRITY INVESTMENT REO HOLDINGS LLC	5/22/2023	Vegetation - Weeds/Grass	\$23.65	\$25.00	\$50.00	\$98.65
130348101	710 Grandview Ave	PEREZ MARTIN	6/2/2023	Vegetation - Weeds/Grass	\$308.70	\$25.00	\$50.00	\$383.70
083528801	713 Mulberry Ave	WALKER MELISSA	5/15/2023	Vegetation - Weeds/Grass	\$29.40	\$25.00	\$50.00	\$104.40
083528500	806 E 7th St	ANDERSON JOSIAH OR STEPHANIE K	3/7/2023	Rental Inspection Fail to Show	\$60.00	\$25.00	\$50.00	\$135.00
083540100	912 Cedar St	STECKMAN CARLA	6/1/2023	Vegetation - Weeds/Grass	\$60.40	\$25.00	\$50.00	\$135.40

Grand Totals by Fee Type:	\$6,529.63	\$1,575.00	\$3,150.00	\$11,254.63
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Grand Totals by Service Type:	Nuisance Services	\$5,948.93
	Rental Services	\$270.00
	Vegetation Services	\$5,035.70

RESOLUTION NO. 2023-0412

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

WHEREAS, the City of Muscatine has incurred costs for
Nuisance abatements according to City Code Section 9-3-9;
Rental housing fees according to City Code Section 16-4;
Vegetation abatements according to City Code Section 16-8-9; and

WHEREAS, proper notice was given before such action according to provisions of
City Code Section 9-3-5 for nuisance abatements;
City Code Section 16-4-3 for rental housing fees;
City Code Section 16-8-10 for vegetation abatements; and

WHEREAS, the City Council of the City of Muscatine is allowed to assess such costs according to
City Code Section 9-3-11 for nuisance abatements;
City Code Section 16-4-3 for rental housing fees;
City Code Section 16-8-12 for vegetation abatements;

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

PASSED AND APPROVED THIS _____ DAY OF _____.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2023-0413

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Resolution Setting a Public Hearing to Approve Plans, Specifications, Cost Estimation and Form of Contract for the UV Replacement Project at the Water and Resource Recovery Facility.

EXECUTIVE SUMMARY

Resolution setting a public hearing to approve the submitted plans, specifications, cost estimations and form of contract for the UV Replacement Project at the Water and Resource Recovery Facility. This resolution will set a public hearing for September 7, 2023 at 6:00 p.m.

STAFF RECOMMENDATION

Staff recommends setting the public hearing to proceed with this project.

BACKGROUND/DISCUSSION

City Council approved a contract with Veenstra and Kim to produce plans, specifications, cost estimation and form of contract for the UV Replacement Project on April 20, 2023. Now is the time to set the public hearing before these can be incorporated to proceed with the project.

CITY FINANCIAL IMPACT

The UV Replacement Project is a budgeted item with an estimated cost of \$1,250,000.00.

ATTACHMENTS

1. UV Hearing Public Notice.081423
2. Resoultion Set Pub Hearing UV Replacement.230809

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATIONS FOR THE UV REPLACEMENT PROJECT

Public notice is hereby given that the City Council of Muscatine, Iowa will hold a public hearing to hear objections to the plans, specifications, form of contract and estimated construction costs for the improvements identified as the UV Replacement Project. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa, on September 7th, 2023 at 6:00 PM.

All interested persons are invited to attend and comment on the project at that time.

Carol Webb
City Administrator

RESOLUTION NO. 2023-0413

A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATIONS FOR THE UV REPLACEMENT PROJECT

WHEREAS, the City Council of the City of Muscatine has entered into a Professional Services Agreement with Veenstra and Kim, to develop Plans, Specifications, Form of Contract and Cost Estimations for the UV Replacement Project, and

WHEREAS, the Plans, Specifications, Contract Documents and Cost Estimations have now been completed, and

WHEREAS, a public hearing must be conducted before said Plans, Specifications, Contract Documents and Cost Estimations are incorporated;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA, that a public hearing be conducted by the City Council in City Hall Council Chambers at 6:00 p.m. on Thursday, September 7th, 2023, and

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Muscatine Journal not less than four (4) days prior to said public hearing date.

PASSED, APPROVED, AND ADOPTED this 17th DAY OF AUGUST, 2023

BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA

Bradley Bark, Mayor

ATTEST:

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0414

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Tyson Wedekind, Roadway Maintenance Supervisor
Brian Stineman, Public Works Director

SUBJECT

Request to Issue a Purchase Order to Taylor Ridge Paving & Construction, LLC for Asphalt Milling and Paving on 67th Ave West in the Amount of \$44,500.00

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to issue a purchase order to Taylor Ridge Paving & Construction, LLC for asphalt milling and paving on 67th Ave West in the amount of \$44,500.00. There are 12 locations on 67th Ave West that require extensive asphalt repair.

STAFF RECOMMENDATION

Staff recommends City Council approve the Request to Issue a Purchase Order to Taylor Ridge Paving & Construction LLC in the amount of \$44,500.00

BACKGROUND/DISCUSSION

67th Avenue West has been a troubled area since sewer was extended to the residences and has required ongoing maintenance to keep the road serviceable. The asphalt repair patches should provide a smooth surface that will last significantly longer than previous maintenance work. Taylor Ridge Paving has completed previous asphalt work in the City of Muscatine. They can complete the work this summer.

CITY FINANCIAL IMPACT

The budget is available to complete this work out of the Pavement Management funds.

ATTACHMENTS

1. 3686_001

ESTIMATE

**Service Address**

67th Ave West

Prepared For

Tyson Wedekind -
City Of Muscatine
(563) 260-8849

Taylor Ridge Paving & Construction LLC

602 2nd St W, P.O. Box 476
Andalusia, IL 61232
Phone: +309-795 -1516/Office
Email: Please see below emails, reply to
corresponding estimator
Web: sites.google.com/trpave.com/trpave/home

Estimate # 2520J

Date 08/07/2023

Description**Total****3" Asphalt Patch****\$44,500.00**

Mill 3" of existing asphalt, spray with SS1 then pave with 3" asphalt for 7,500sqft

4" Asphalt Patch**\$63,200.00**

Mill 4" of existing asphalt, spray with SS1 then pave with 4" asphalt for 7,500sqft.

Profile Road with Diamond Grinder**\$13,000.00****Subtotal****\$120,700.00****Total****\$120,700.00****Notes:**

Patches will not be perfect. These sizes are the worst length to pave back with a paver.

By signing this document, the customer agrees to the services and terms & conditions outlined in this document.

The Terms & Conditions must be downloaded below in the license section.

Taylor Ridge Paving is not responsible for correcting water holes with a cross slope of less than 1%.

Taylor Ridge Paving will not be responsible for persons or vehicles that walk on or drive through wet seal and the damage it may cause.

This work is weather sensitive. Cracks must be completely dry for application of hot-pour sealant and sealer cannot be applied if raining or rain is imminent within several hours. Schedules will be adjusted accordingly.

When filling cracks/joints with hot-pour sealant, it's extremely difficult to maintain an even uniform fill with the sealant. Some areas of the repair will be lower and/or higher than others. Also, when squeegeeing this material, it tends to leave material wider than the crack/joint (a band-aid effect, black in color). Neither is detrimental to the repair. It is possible when filling cracks in large asphalt areas that small cracks could not be filled or missed. It is impossible to fill every crack.

Any costs, not included in this proposal, that occur if the city becomes involved will be passed on to the owner.

If soft areas are encountered or develop during construction and/or rock or hard pan are encountered. You will be notified, and correction will be accomplished on a pre-arranged basis in addition to the quoted price.

TERMS: Net 15 days. A 1.5% per month service/interest charge will be applied to all past due accounts. All legal and attorney fees incurred to collect past due accounts are the liability of the buyer.

Taylor Ridge Paving & Construction LLC

Tyson Wedekind - City Of Muscatine



City of Muscatine

ITEM NUMBER 2023-0415

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Amy Fortenbacher, Transit Supervisor
Brian Stineman, Public Works Director

SUBJECT

Request for Authorization to Reissue a Purchase Order to Hoglund Bus Company for the New Low Floor Bus due to an increase in price of \$3,672.00, totaling \$198,278.00 and deleting original Purchase Order.

EXECUTIVE SUMMARY

Presented for the City Council's consideration is a request for authorization to issue a new purchase order in the amount of \$198,278.00 to Hoglund Bus Co., Inc for the New England Frontrunner low floor minibus. This is an increase of \$3,672.00. The price increase is due to a change in the percent of the bus that is made in America. The Federal Transit Administration requires all buses that are purchased with federal funds to be built with sixty percent of materials that are produced in the United States per the Buy America Act. The percent is based on the price of the materials. Hoglund has notified the transit supervisor that the chassis price has increased. The chassis is not made in the United States. Since the price increased, this decreases the percent of materials needed to be produced in the United States. Hoglund has advised to add an option to increase the price (and percent) to meet Buy America Act requirements. The lowest priced option (\$3,672.00) that would bring us into compliance is an ionizer that will work with the air conditioning system to kill germs.

STAFF RECOMMENDATION

It is the recommendation of the Public Works/Transit staff to authorize the issuance a new purchase order for this bus.

BACKGROUND/DISCUSSION

The Council approved the authorization to issue the original purchase order to Hoglund Bus Co., Inc on June 15, 2023 in the amount of \$194,606.00. A Federal Transit grant of \$86,275.00 and a supplemental grant of \$37,708.00 will provide \$123,983.00 of the funding for this bus. Funds are available in the Transit fund for the local share of \$70,623.00. The additional amount of \$3,672 will also come from the Transit Fund, totaling \$74,295.00

CITY FINANCIAL IMPACT

The increase of \$3,672.00 will not have a significant impact on the Transit Fund balance.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0416

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Amy Fortenbacher, Transit Supervisor
Brian Stineman, Public Works Director

SUBJECT

Request to Approve Entering into an Agreement with the Iowa DOT, for Acceptance of the Public Transit Infrastructure Grant (PTIG) in the Amount of \$400,000.00

EXECUTIVE SUMMARY

Presented for the City Council's consideration is a request to accept and sign an agreement with the Iowa Department of Transportation for a Public Transit Infrastructure Grant in the amount of \$400,000.00. These funds are to be used for the construction of a drive-through wash bay located at Public Works.

STAFF RECOMMENDATION

It is the recommendation of the Public Works/Transit Staff to accept the grant and authorize execution of the grant document.

BACKGROUND/DISCUSSION

The Council approved the application for the Public Transit Infrastructure Grant on April 20, 2023. The Public Transit Infrastructure Grant (PTIG) is facilitated by Iowa's State Transit Assistance (STA). This program is funded annually by the state legislature to fund some of the vertical infrastructure needs of Iowa's transit systems. Projects can involve new construction, reconstruction, or remodeling, but must include a vertical component to qualify. Projects are evaluated based on the anticipated benefits to transit, as well as the ability to have projects completed quickly. The infrastructure program participation in the cost of transit-related elements of a facility project is limited to 80 percent and cannot, in combination with federal funding, exceed that number. No single system can receive more than 40 percent of the available infrastructure funding in a given year. Iowa's State Transit Assistance received \$1,000,000.00 to fund projects. We have been awarded the maximum amount allowed by the program.

CITY FINANCIAL IMPACT

The grant award amount is \$400,000.00 to be used for the drive- through wash bay

ATTACHMENTS

1. Muscatine_PTIG_Combined_rYSIrAGArG3SXHp4

August 10, 2023

Carol Webb
City of Muscatine
1459 Washington
Muscatine, IA 52761

Re: Public Transit Infrastructure Grant Program Funding
Contract Number: 00005684

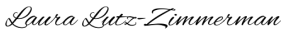
Dear Ms. Webb:

Enclosed is the City of Muscatine's contract for FY2024 Public Transit Infrastructure Grant Program to add on a bus wash facility. This Agreement must be signed and dated by the transit system's designated signatory and submitted to Seamless Documents within 60 days of the date of this notification. The contract will then forward to the Iowa DOT for signature, and you will receive a fully executed contract after that.

Be aware that Part II of this Agreement, and the appendices referenced in Part II apply to this contract. These references may be found on the Iowa DOT website at: <https://iowadot.gov/transit/Funding-programs-and-applications/joint-participation-agreement-attachments>.

Please contact me with any questions or concerns.

Sincerely,

eSigned via SeamlessDocs.com

Key: 0c8a97e2-a51a-4996-9a5f6bd2de9acd8f

Laura Lutz-Zimmerman
Transit Programs Administrator
Modal Transportation Bureau

**TRANSIT JOINT PARTICIPATION AGREEMENT
TO IMPLEMENT A
PUBLIC TRANSIT INFRASTRUCTURE GRANT PROJECT**

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) is authorized under Chapter 324A of the Code of Iowa to provide public transit infrastructure grant funds to Iowa's public transit systems, and

WHEREAS, the **City of Muscatine** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, the AGENCY has applied for infrastructure funding subject to all provisions of Chapter 924 of the DEPARTMENT's administrative rules, and

WHEREAS, the Iowa Transportation Commission has approved funding for the AGENCY as described below:

Project Description	Maximum State Reimbursement	Percentage
1. Bus Wash Facility	\$400,000	24.51%
Total:	\$400,000	

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT which can be found at http://www.iowadot.gov/transit/joint_participation.html.

THIS AGREEMENT TO BE IN EFFECT from **August 10, 2023**, through **August 9, 2025**, will be forfeited unless prior written approval of other arrangement(s) is received from the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

For the DEPARTMENT:

Carol Webb, City Administrator
City of Muscatine
Date:

Tamara Nicholson, Director
Modal Transportation Bureau
Iowa Department of Transportation
Date:



City of Muscatine

ITEM NUMBER 2023-0417

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

SUBJECT

Request to Approve the Issuance of a Purchase Order to Trojan Technologies in the Amount of \$415,330.00 for the Purchase of a Replacement UV System for the Water and Resource Recovery Facility

EXECUTIVE SUMMARY

Staff requests approval to issue a purchase order to Trojan Technologies in the amount of \$415,330.00 for the purchase of a Trojan UV Signa system to replace the current UV disinfection system at the Water and Resource Recovery Facility. There is a \$1,250,000.00 estimated budget for this project.

STAFF RECOMMENDATION

Staff recommends approval of the purchase order to complete this project.

BACKGROUND/DISCUSSION

The City Council approved the UV Replacement Project in April of 2023. The Trojan Signa system is the only system with a self-cleaning function to reduce total cost of ownership and simplify operation and maintenance. There is only one vendor for this technology so no other quotes were available. There are only two companies making UV in the style required for our application and only Trojan has the self-cleaning option. Purchasing this now will reduce the cost of the project by avoiding the contractor markup when one is selected to install the system later in 2023. The estimate for the project is \$1,250,000.00.

CITY FINANCIAL IMPACT

Funds are available in the Plant Replacement Fund for this purchase.

ATTACHMENTS

1. Muscatine, IA - Section 11368 - UV Disinfection Equipment - [TROJAN UV] - Proposal



4280 E. 14th St.
Des Moines, IA 50313
Office: 515-265-2222
Toll Free: 800-383-7867
Fax: 515-265-8079

201 4th Ave SW
New Prague, MN 56071
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

TO: Selected Bidding Contractors
REF: Replacement Wastewater Treatment Plant
Muscatine, IA
DATE: August 14th, 2023

MC² & Electric Pump are pleased to submit this proposal for the following equipment:

Trojan UV Equipment Scope

Section 11368 – UV Disinfection Equipment

One (1) **TrojanUVSigna** with one (1) channels, (3) duty UV banks per channel. Each bank supplied with (1) intensity sensor, (1) ActiClean Chemical-Mechanical Wiping System & (1) automatic bank lifting mechanism. System also supplied with System Control Center, Power Distribution Centers, Hydraulic System Center, Water Level Controller (Fixed Weir), Low Water Level Sensor, Level Sensor Control Box, Spare Parts, Documentation, Freight, Startup, Training & Warranty as noted herein.

*****Please refer to complete TROJAN Scope of Supply on the following pages*****

Total Selling Price: \$ 415,330.00 plus tax

Purchase Instructions:

- **Please direct purchase order as follows:**
 - Trojan Technologies Group ULC
 - 3020 Gore Rd
 - London, Ontario, Canada
 - N5V 4T7
 - (519) 457-3400
- **Please forward electronic PO to:**
 - Jackie Corlett, Trojan Technologies Regional Sales Manager
 - jcorlett@trojantechnologies.com

Note the following:

- Anchor bolts, Wiring, Painting, Piping, Conduit, Installation of equipment and anything that is not specifically mentioned in this proposal is the responsibility of others
- Estimated Ship Date: 24 weeks after approval of shop drawings.

Thank you for your consideration,

Marci Whitaker (515) 979-4648
cc: Kyle Zaegel (515) 265-2222

**SCOPE OF SUPPLY FOR MUSCATINE REPLACEMENT WASTEWATER TREATMENT PLANT
ULTRAVIOLET DISINFECTION EQUIPMENT – TROJANUVSIGNA™**

Prepared for: All Bidding General Contractors

Specification Section: 11368 – UV Disinfection Equipment

Addendum: None

Submitted by: Jackie Corlett

Trojan Quote: 240568

<u>Design Criteria:</u>	Peak Design Flow:	17 MGD (US)
	Average Flow:	5 MGD (US)
	UV Transmission:	65 % minimum
	Total Suspended Solids:	30 mg/L (30 day average, grab sample)
	Minimum Dose:	30 mJ/cm ² MS2 RED
	Discharge Limit:	126 <i>E.coli</i> per 100 ml, 30 Day Geometric Mean

We are pleased to submit the following scope of equipment based on the above criteria.

The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Detailed installation instructions are provided with the shop drawings and are available earlier upon request. Changes to this Scope of Supply that affect selling price will be handled through a change order.

Please refer inquiries to Trojan Manufacturer's Representative:

Representative: Marci Whitaker
Electric Pump | Mc2
Phone: (515) 979-4648

This proposal has been respectfully submitted by,
Trojan Technologies

Jackie Corlett
Regional Sales Manager

GENERAL CONFIGURATION

The TrojanUVSigna equipment described in this Scope of Supply consists of one (1) channel with three (3) duty UV banks in each channel.

Unless otherwise indicated in this proposal all anchor bolts, conduit, conductors, local disconnects and transformers (if required) are the responsibility of the Installation Contractor and are not included in Trojan's Scope of Supply. Specific cable types listed below are for reference only. Selecting cables that are appropriate for the installation environmental conditions and in compliance with local code is the responsibility of the Installation Contractor.

Site to provide approved (engineered) anchor points for personnel to use as part of their fall restraint system around open channels. The anchor points must be positioned so that the preferred retractable lifeline of 8 ft is of sufficient length to access the work at the channel. Refer to local safety regulation.

UV BANKS

Trojan's Responsibility:

Each bank supplied will consist of TrojanUV Solo Lamps™, quartz sleeves, supporting structures, ActiClean™ chemical/mechanical cleaning system and an automatic bank lifting mechanism. UV lamps are powered from an individual electric feed from a lamp driver located in a Power Distribution Center (PDC).

Model and Make:	TrojanUVSigna™
Quantity:	Three (3) UV Banks per Channel Each bank will be supplied with 12 UV lamps and quartz sleeves, one (1) UV intensity sensor, one (1) ActiClean chemical-mechanical wiping system and one (1) automatic bank lifting mechanism
Rating:	Type 6P / IP68 (lamp sleeve assemblies)
Approximate Weight:	12 Lamp - 450 lbs

Installation Contractor's Responsibility:

The Installation Contractor shall install, align, secure, and seal (grout) each UV bank and lifting system in the channel per the instructions provided. The Installation Contractor shall provide solid grating downstream of the UV bank to block out UV light. Please refer to the supplied Trojan-supplied drawings for details.

SYSTEM CONTROL CENTER

Trojan's Responsibility:

A System Control Center (SCC) shall be supplied to monitor and control the UV disinfection System. Trojan will provide a PLC I/O and soft address map to aid the Installation Contractor with integration of the UV PLC and SCADA system. The UV SCC shall consist of the following:

Quantity Supplied:	One (1) SCC will be supplied
Location:	PLC Wall Mount
Controller Type:	CompactLogix
Operator Interface:	SCC HMI Beijer -12" (Outdoor 4X Rated)
Material / Rating:	304 Stainless Steel (Type 4X, IP 66)
Approximate Weight:	200 lbs

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for mounting the SCC as indicated on the drawings. Unless otherwise indicated, the Installation Contractor to be responsible for the supply, installation and connection of the following at the SCC:

1. One (1) 110-240V, 50/60 Hz, 1 Phase, 2 Wire + GND, 1.8 kVA (maximum)
2. One (1) bond link to plant ground, in accordance with applicable codes and standards
3. One (1) Modbus communication link, Belden 3106A (or equivalent), to PDCs
4. One (1) Modbus communication link, Belden 3106A (or equivalent), to HSCs (daisy chained)
5. One (1) 4-20 mA analog shielded twisted pair from plant flow meter

POWER DISTRIBUTION CENTERS

Trojan's Responsibility:

The Power Distribution Center (PDC) distributes power to the UV lamps and shall consist of the following:

Quantity Supplied:	One (1) PDCs will be supplied
Method of Cooling:	Air-conditioning
Material / Rating:	304 Stainless Steel
Approximate Weight:	1,213 lbs – 48 lamp PDC (Single Wide)

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place and bolting the PDC in location. The Installation Contractor to be responsible for the supply, installation and connection of the following at each PDC:

1. One (1) 480 / 277V, 50/60 Hz, 3 Phase, 4 Wire + GND, 40.2 kVA power feed with local disconnect to each of PDC
2. One (1) bond link to plant ground, in accordance with applicable codes and standards (to underside of panel)
3. One (1) bond link from each UV bank to the corresponding PDC in accordance with the applicable drawings, specifications, codes, and standards
4. One (1) bank-in-place sensor cable (by Trojan) from each UV bank to corresponding PDC
5. One (1) UV intensity sensor cable (by Trojan) from each UV bank to corresponding PDC
6. One (1) Modbus communication link, Belden 3106A (or equivalent), from the SCC
7. One (1) discrete, 2 conductor, cable from level sensor control box for low water level signal
8. Installation and termination of lamp cables from the UV banks to each PDC. (Qty: 12 per UV Bank – supplied by Trojan)

HYDRAULIC SYSTEM CENTER

Trojan's Responsibility:

The Hydraulic System Center (HSC) houses the ancillary equipment required to operate the quartz sleeve cleaning system and automatic bank lifting mechanism.

Quantity Supplied:	One (1) HSCs will be supplied
Materials / Rating:	304 Stainless Steel (Type 4X, IP 66)
Hydraulic Fluid:	Mineral Oil
Approximate Weight:	500 lbs

Installation Contractor's Responsibility:

The Installation Contractor shall be responsible for setting in place and bolting the HSC's as shown on the Trojan drawings. The HSC's must be located within 50 ft of the furthest PDC. The Installation Contractor shall be responsible for the supply, connection and installation of the following at each HSC:

1. One (1) 480V 60Hz, 3 Phase, 3 Wire + GND, 2.5 kVA power feed with local disconnect
2. One (1) bond link to plant ground, in accordance with applicable codes and standards
3. One (1) Modbus communication link, Belden 3106A (or equivalent), from the SCC
4. Cut and crimp hydraulic hoses (coordination with Parker Store) (hoses and connections supplied by Trojan)
5. Connection of the hydraulic hoses, total of four (4) per UV bank

WATER LEVEL CONTROLLER

Trojan's Responsibility

A level control device is required to maintain and control the effluent level in the channel, regardless of flow rate.

Quantity Supplied:	One (1) Fixed Weir
Material of Construction:	304 Stainless Steel

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place, bolting, grouting and sealing each level control weir trough as per Trojan's and Engineer's drawings.

LOW WATER LEVEL SENSORS

Trojan's Responsibility:

A Low Water Level Sensor is required downstream of the UV System to generate a low water level signal that will shut down and protect the UV System if the water level in the channel drops too low.

Quantity Supplied:	One (1) of each water level sensor to be supplied per channel
Approximate Weight:	10 lbs (panel)

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place and bolting the water level sensor panel to the effluent channel wall as per Trojan's and Engineer's drawings.

LEVEL SENSOR CONTROL BOX

Trojan's Responsibility:

Trojan will provide a wall mounted Level Sensor Control Box 24 x 14 x 6 in to provide power and relays for low level sensors.

Quantity Supplied:	One (1) Level Sensor Control Box per channel
Materials / Rating:	304 Stainless Steel (Type 4X)
Approximate Weight:	40 lbs

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for mounting the Level Sensor Control Box as indicated on the drawings. The Installation Contractor shall also be responsible for supplying mounting hardware, watertight conduit and for the supply, installation and connection of the following at each Control Box:

1. One (1) 120 Volt, 1 phase, 2 wire + GND 72 VA power supply
2. One (1) discrete, 2 conductor cable from the Low Level Sensor to the level sensor control box
3. One (1) discrete, 2 conductor cable from the level sensor control box to each PDC

SPARE PARTS AND ADDITIONAL EQUIPMENT

Trojan's Responsibility:

The following equipment will be supplied with the UV system:

Description	Qty
1000W Solo Lamp	Four (4)
Solo Quartz Sleeve	Four (4)
Signa UV Sensor	One (1)
Acticlean WW 4 x 4L (Case)	One (1)
Operator's Kit	One (1)

DOCUMENTATION (SHOP DRAWINGS AND O&M MANUALS)

The following documentation will be supplied by Trojan per the following schedule:

- One (1) electronic copy of Trojan Shop Drawing Submittals 4 - 6 weeks after receipt of written purchase order (hardcopies available upon request)
- One (1) electronic copy of Trojan Standard O&M manuals at time of equipment delivery (hardcopies available upon request)

DELIVERY, START-UP AND TRAINING

Equipment shipped **24** weeks after approval of Shop Drawings.

Installation Contractor's Responsibility:

The Contractor is responsible for:

- Un loading of the components supplied by Trojan, storage of all components, if required in a clean dry environment
- Installing the equipment outlined in the scope of Supply in accordance with contract drawings, Trojan's shop drawings, instructions and installation checklist.
- Supplying all conduits and conductors and components per the sites state regulations and components indicated as supplied by others,
- Completing the Checklist and returned at least two (2) weeks prior to date requested for commissioning.

The following start-up services will be provided by Trojan-certified technicians:

- Installation assistance as required by phone or fax. Technical Assistance Center 1-866-388-0488 or tac@trojanuv.com
- Start-up and testing of the installed UV equipment.
 - If the Trojan's Certified Service Technician determines the Contractor work is not complete and the start-up cannot be completed in the allotted time a return visit will be scheduled at the Contractors expense.
- Classroom and/or jobsite training for operations staff
 - If trainees are not available a return visit will be scheduled at the Contractors expense.

WARRANTY

Trojan will warrant the equipment and parts for 24 months after start-up or 30 months after shipment, whichever comes first. Refer to attached Terms and Conditions for additional details.

- UV lamps shall be warranted for 15,000 hours prorated after 9,000 hours.
- Lamp drivers shall be warranted for 10 years, prorated after 1 year.

SELLING PRICE **\$ 415,330.00** **USD**

Selling price does not include any duties or taxes that may be applicable.
Freight to site is included

PAYMENT TERMS

15% upon approval of Shop Drawings
80% upon delivery of equipment to job site
5% upon equipment acceptance or 60 days after delivery (whichever occurs first)

Net 30 Days

TERMS AND CONDITIONS – ATTACHED

Trojan appreciates the opportunity to submit this proposal. Our proposal is submitted subject to and based on Trojan's standard terms and conditions, which we have attached as part of our proposal. We believe these terms and conditions are customary in the trade and respectfully reserve the opportunity to negotiate, fair and reasonable contract terms acceptable to both parties, if Trojan is selected for this project.



Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION AND RETURN: The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER.

3. DELIVERY: Delivery will be accomplished EXW or CIP at the point of shipment (Incoterms 2020), unless otherwise expressly agreed between the parties. Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where Buyer is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for reasonable storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess reasonable storage charges to the account of BUYER.

4. INSPECTION: BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within thirty (30) days of delivery to BUYER destination on order.

5. PRICES & ORDER SIZES: Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the quotation. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. If SELLER's delivery of Products surpasses one (1) year in length, then at least on an annual basis, or if changes to the Products are requested or needed, the parties shall conduct good faith discussions regarding changes to the prices for the Products, to reflect SELLER's increased costs for which SELLER shall be entitled to additional fair and appropriate compensation.

6. PAYMENTS: All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly set forth in the purchase order or otherwise required by the Seller, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to Seller, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY: Unless specifically provided otherwise in SELLER's quotation, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. No warranties are extended to consumable items such as, without limitation, light bulbs, and for normal wear and tear. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent

infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. TRADEMARKS AND OTHER LABELS: BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND INTELLECTUAL PROPERTY: All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.

12. PROPRIETARY INFORMATION AND PRIVACY: "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to Buyer upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.

13. SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS: Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. CHANGES AND ADDITIONAL CHARGES: SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date.

15. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.

16. LIMITATIONS ON USE: BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

17. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of

obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See www.danaherintegrity.com and www.danaher.com/how-we-work/integrity-and-compliance for a copy of the CoC and for access to our Helpline portal.

18. RELATIONSHIP OF PARTIES: BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.

19. FORCE MAJEURE: SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

20. NON-ASSIGNMENT AND WAIVER: BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

21. FUNDS TRANSFERS: BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.

22. LIMITATION OF LIABILITY: None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.

23. APPLICABLE LAW AND DISPUTE RESOLUTION: All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario.

24. ENTIRE AGREEMENT, TERM & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services.

Terms and Conditions Covering Sales of Configured-to-Order Projects and Systems

In addition to all terms and conditions above, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like:

101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in Seller's Quotation; provided that if the Start-Up Date (as defined below) is less than 30 days after the Acceptance Date, 90% of the purchase price is due on or before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the Buyer's convenience or other reasons for which the Buyer or its representatives is responsible, such payment event will be deemed to have occurred and Seller shall be entitled to invoice Buyer as if achievement of such payment event had been achieved. In such circumstances, Buyer must notify Seller in writing of the reasons for the delay and anticipated duration of the delay. Seller will mark the Products (or parts thereof) as the Buyer's property and shall store the Products (or parts thereof) in a segregated area until actual delivery.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 The BUYER can request a rescheduling of the Delivery Date on one occasion only by notifying SELLER in writing not less than four weeks prior to the scheduled Delivery Date. The BUYER may request that the Delivery Date be extended by a period up to six weeks, without penalty, but may not request that the Delivery Date be moved forward. The BUYER may also request that the Delivery Date be extended beyond a six-week period but, SELLER may not agree to such extension, beyond the maximum six-week extension period

102.3 SELLER may, in its sole discretion, agree to change the Delivery Date on more than one occasion or if less than four weeks' prior notice is provided of a requested change, but is under no obligation to do so.

102.4 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.5 Where any change to the Delivery Date is made at BUYER's request, for all purposes with respect to the warranty and payment provided by SELLER in connection with the Products, the initial Delivery Date will be considered to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide disinfection in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.



City of Muscatine

ITEM NUMBER 2023-0418

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Request to Approve Change Order Number 3 for Fulliam Avenue Reconstruction Phase 1 to Heuer Construction in the Amount of \$17,098.

EXECUTIVE SUMMARY

Request to Approve Change Order Number 3 for Fulliam Avenue Reconstruction Phase 1 to Heuer Construction in the Amount of \$17,098.

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

Two stormwater intakes have been added to this project in order to avoid unforeseen conflicts with buried utilities. These conflicts were not identified in the plans and would not have been noticed until uncovering the water lines as part of construction. Funding for these two additional intakes is available in the project funding source.

CITY FINANCIAL IMPACT

Funding for this project and this change order is available in the project fund.

ATTACHMENTS

1. Fulliam CO3 081123 Signed

CONTRACT MODIFICATION

No: Fulliam Ph 1 CO 3

		Non-
	Part	Part
Non-Substantial	☐	☐
Substantial	☐	☐

Concurrence Date _____

Contract ID: Fulliam Ph 1

County: Muscatine

Accounting ID: _____

Project No: N/A

Kind of Work: Roadway Reconstruction

Date Prepared: 8/11/23

Contractor: Heuer Construction Inc.

You are hereby authorized to make the following changes to the contract documents.

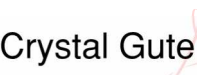
A – Description of changes to be made or extra work to be done:

1. Line Item 8011, Storm Intake SW-501, (1 EA) has been added due to unforeseen conflicts with buried utilities on the northwest side of the Kindler intersection. The unit price for this item is \$5,925.00 EA.
2. Line Item 8012, Storm Intake SW-508, (1EA) has been added due to alignment conflicts with existing underground storm pipe on the southwest side of the West Acre intersection. The unit price for this item is \$11,173.00 EA.

The total cost of this Change Order is \$17,098.

Contract Time Adjustment: ☒ No Time Added ☐ Time Added 10 Calendar Days ☐ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed:	 Crystal Gute Digitally signed by Crystal Gute Date: 2023.08.11 13:47:37 -05'00'	<u>8/11/2023</u> Date	Recommended:	_____	_____
	Contractor			Site Staff	Date

Approved:		<u>8/11/23</u> Date	Approved:	_____	_____
	City Engineer			Public Works Director	Date

Federal Participation	☐ Approved ☒ Not Eligible	City of Muscatine	_____	_____
			Mayor (if required)	Date



DATE: 8/9/2023

**CHANGE
ORDER
REQUEST**

2360 BYPASS 61
MUSCATINE, IA 52761
PHONE: 563-264-8533
FAX: 563-263-4331
CELL: 563-506-0272

PROPOSAL NO. 3550

PAGE NO. 1 OF 1 PAGES

PROPOSAL SUBMITTED TO: CITY OF MUSCATINE

JOB NAME: FULLIAM AVE—PHASE 1

EMAIL: KEVIN COON

JOB LOCATION: MUSCATINE, IOWA

EMAIL: KCOON@MUSCATINEIOWA.GOV

SW-501 INTAKE	1 EA	@ \$5,925.00	\$5,925.00
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WE PROPOSE to furnish material and labor – complete in accordance with above specifications for the sum of

FIVE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$) 5,925.00

Payment to be made as follows:

30 DAYS FROM DATE OF INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:

Signature:



DATE: 8/8/2023

**CHANGE
ORDER
REQUEST**

2360 BYPASS 61
MUSCATINE, IA 52761
PHONE: 563-264-8533
FAX: 563-263-4331
CELL: 563-506-0272

PROPOSAL NO. 3549

PAGE NO. 1 OF 1 PAGES

PROPOSAL SUBMITTED TO: CITY OF MUSCATINE

JOB NAME: FULLIAM AVE—PHASE 1

EMAIL: KEVIN COON

JOB LOCATION: MUSCATINE, IOWA

EMAIL: KCOON@MUSCATINEIOWA.GOV

SW-508 INTAKE	1 EA	@ \$11,173.00	\$11,173.00
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WE PROPOSE to furnish material and labor - complete in accordance with above specifications for the sum of

ELEVEN THOUSAND ONE HUNDRED SEVENTY THREE DOLLARS AND 00/100 (\$) 11,173.00

Payment to be made as follows:

30 DAYS FROM DATE OF INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____



City of Muscatine

ITEM NUMBER 2023-1454

AGENDA ITEM SUMMARY

DATE: 8/17/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a Professional Services Agreement with Impact 7G for \$7,370 to Complete Asbestos Testing Related to Implementation of the Downtown Revitalization Project

EXECUTIVE SUMMARY

Presented for Council consideration is a request to approve a Professional Services Agreement with Impact 7G in the amount of \$7,370 to complete limited asbestos containing materials testing and associated report related to the Downtown Revitalization (Façade) Project.

STAFF RECOMMENDATION

Staff recommends Council approve the Agreement.

BACKGROUND/DISCUSSION

Staff is requesting Council's approval of a Professional Services Agreement (Agreement) with Impact 7G for the completion of asbestos testing on 11 buildings in the 200 block of East 2nd Street. The testing and report are necessary to comply with state regulations as part of the implementation of the Downtown Revitalization (Façade) Project funded through the Iowa Economic Development Authority's (IEDA) Downtown Revitalization Program (DTR).

Each year the IEDA allocates CDBG funds to the Downtown Revitalization (DTR) Program to assist communities to improve the attractiveness of their core business district. Communities are eligible for up to \$650,000 to improve buildings in the downtown core. This is primarily a façade program, which requires defining a target area that is blighted with at least 25% of the buildings being in a fair or poor condition.

Previously Council authorized \$100,000 annually in tax increment to support a local facade program. Funds first became available in FY21, but when COVID started and the program was not implemented. During this delay, staff became aware of the DTR program and it was determined the best use of the resources would be to leverage them to pursue a grant.

Staff sent letters to each downtown property owner to evaluate interest in a façade project. Based on responses, staff mapped the potential properties to determine the areas with the most contiguous interest and where a façade project would have the most impact and meet the DTR guidelines. Ultimately, the north side of the 200 block of East 2nd Street was selected. Simultaneously, a request for qualifications was sent to architectural firms to prepare the preliminary designs required to submit the grant. Martin Gardner Architecture was selected and a contract for services was entered in August 2021. Bi-State Regional Planning Commission was then contacted about preparing the application.

All property owners in the target block were invited to an orientation meeting in May 2022 which was followed up by individual meetings with the designated architect to discuss the goals and vision. It is typical after the IEDA and City funds for owners to contribute 30% of the project costs. Owners of all but two of the 17 properties on the block participated in this process and completed the preliminary design phase. Unfortunately, the cost estimates for the proposed work would require much higher levels of private investment and the proposed project splits the properties into 2 phases.

At the October 10, 2022 City Council meeting Council approved submitting an application by November 1, 2022, for a DTR grant, including committing \$250,000 in tax increment financing as match. This application included the properties between 207 and 229 East 2nd Street with a total estimated cost of \$1.1 million. In February we received notification that the City had been awarded a \$650,000 grant. To access these funds, the Council must accept the grant and authorize the Mayor to sign the grant contract and required acknowledgments. A grant agreement was accepted by Council at its March 16 meeting.

Subsequently, contracts with Martin Gardner Architecture and Bi-State Regional Commission were approved by Council for complete design services and project administration respectively. The architect has continued to work with property owners to finalize the scope of rehabilitation and cost estimates, while Bi-State staff has completed the required environmental review. We can now commence construction related work, including asbestos testing. It is necessary to complete the testing early to finalize the cost estimates and viability of the proposed scopes of work and maintain the proposed schedule of initiating construction activity this fall.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action to the general fund, all funds that will be used for this project have been allocated through tax increment financing.

ATTACHMENTS

1. PSA - Muscatine Facade - Limited ACM Rev1

Professional Services Agreement (PSA)

Project:	Limited ACM Surveys and Reports		
Property:	City of Muscatine Downtown Façade Project	Date:	7/24/2023

Client:	City of Muscatine
Contact:	Jodi Royal-Goodwin
Address:	215 Sycamore Street
City/State/Zip:	Muscatine, Iowa 52761
Phone:	563-262-4141
Email:	jroyal-goodwin@muscatineiowa.gov

AGREEMENT made this 24th day of July 2023, by and between the service provider, Impact7G, Inc. ("Impact7G") and City of Muscatine ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: complete limited ACM surveys for the City of Muscatine's Downtown Façade project.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to complete Limited Asbestos Containing Material (ACM) Surveys in accordance with federal, state, and local regulations for the above referenced project. It is Impact7G's understanding that this project includes the façades of 11 properties along E 2nd Street in Muscatine, Iowa: 203, 205, 207, 209, 211, 215, 217, 219, 221, 223, and 225. Required contract language and provisions for this Community Development Block Grant (CDBG) funded project, which supersedes any contradictory contract language within this PSA, is attached at the end of the PSA.

2. **Scope of Services** **Limited ACM Surveys**

Impact7G will conduct limited ACM surveys of the façades of 203, 205, 207, 209, 211, 215, 217, 219, 221, 223, and 225 E 2nd Street. Impact7G will review existing inspection reports, if available, for the existing structures and develop a sampling strategy for the subject properties. A State of Iowa licensed asbestos inspector will perform the surveys by collecting samples of all suspect materials. The sampling strategy will be consistent with appropriate OSHA Regulation 1926.1101 and 40 CFR Part 61 – National Emission Standards for Hazardous Air Pollutants (NESHAPs). The samples collected will be analyzed by a certified laboratory for asbestos content via the polarized light microscopy method. All associated

field notes, chain of custody forms, and sample identification will be checked for accuracy and completeness and documented by the Impact7G Project Manager. It will also be the role of the Project Manager to inspect the data and provide final review and approval to ensure that it meets industry standard sampling requirements.

These surveys do not include any roof testing (unless otherwise directed), If roof testing is performed, Impact7G makes no guarantee of the integrity of the roofs following sampling procedures. Impact7G will patch all roof sample locations with roofing compound to best of our abilities. Impact7G recommends having a certified roofing contractor inspect all roof sample locations as a result of the surveys to maintain the integrity of the roofs.

It is our understanding that these structures are currently occupied, therefore, Impact7G will use discrete sampling measures to collect building material samples. Impact7G will not be repairing sample locations. The final report will consist of laboratory results, sample descriptions, locations of ACMs, photo documentation, estimated quantities of ACM and State of Iowa licenses.

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work; and
- (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and
- (iii) Provide copies of any previously completed reports that may be pertinent to this Project.

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Impact7G anticipates being able to complete the Limited ACM Surveys within approximately two to three weeks of receiving the PSA.

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the listed cost below of Six Hundred Seventy Dollars (\$670.00) per property for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included to streamline the accounting process and reduce overhead costs.

Tasks – City of Muscatine Façade Project	Cost
Limited ACM Surveys and Reports (11 Buildings)	\$670.00 / Property
TOTAL	\$7,370.00

Invoices for Impact7G's services will be submitted every 30 days or upon project completion if project completion is less than 30 days. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and

without liability whatsoever to the Client, suspend or terminate the performance of services. Time and material costs will be adjusted annually in accordance with rate increases paid to personnel, inflation, and market conditions.

7. **Work Product** All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site** The Client agrees to use good faith efforts to maintain a safe Project site for Impact7G staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

9. **Claims and Disputes** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners,

employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorney's Fees** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Muscatine

Impact7G, Inc.

Accepted by: _____

Project
Manager:



Printed/
Typed Name: _____

Printed/
Typed Name: Jon Reis

Title: _____

Date: 7/24/2023

Date: _____

REQUIRED CONTRACT LANGUAGE AND PROVISIONS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act